County of Monterey

Government Center - Board Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Meeting Agenda - Final

Tuesday, November 18, 2025

9:00 AM

Join via Zoom at https://montereycty.zoom.us/j/224397747 or in person at the address listed above

Board of Supervisors

Chair Supervisor Chris Lopez - District 3
Vice Chair Supervisor Wendy Root Askew - District 4
Supervisor Kate Daniels- District 5
Supervisor Luis A. Alejo - District 1
Supervisor Glenn Church - District 2

Participation in meetings

While the Board chambers remain open, members of the public may participate in Board meetings in 2 ways:

1. You may attend the meeting in person; or,

2. You may observe the live stream of the Board of Supervisors meetings at https://monterey.legistar.com/Calendar.aspx, http://www.mgtvonline.com/, www.youtube.com/c/MontereyCountyTV or https://www.facebook.com/MontereyCoInfo/

If you choose not to attend the Board of Supervisors meeting but desire to make general public comment, or comment on a specific item on the agenda, you may do so in 2 ways:

a. submit your comment via email by 5:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at cob@co.monterey.ca.us. In an effort to assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Supervisors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.

b. you may participate through ZOOM. For ZOOM participation please join by computer audio at: https://montereycty.zoom.us/j/224397747

OR to participate by phone call any of these numbers below:

+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US
+1 301 715 8592 US

Enter this Meeting ID number: 224397747 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.

You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push *9 on your keypad.

PLEASE NOTE: IF ALL BOARD MEMBERS ARE PRESENT IN PERSON, PUBLIC PARTICIPATION BY ZOOM IS FOR CONVENIENCE ONLY AND IS NOT REQUIRED BY LAW. IF THE ZOOM FEED IS LOST FOR ANY REASON, THE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.

Participación en reuniones

Mientras las cámaras de la Junta permanezcan abiertas, los miembros del público pueden participar en las reuniones de la Junta de 2 maneras:

1. Podrá asistir personalmente a la reunión; o,

2. Puede observar la transmisión en vivo de las reuniones de la Junta de Supervisores en https://monterey.legistar.com/Calendar.aspx, http://www.mgtvonline.com/, www.youtube.com/c/MontereyCountyTV o https://www.facebook.com/MontereyCoInfo/

Si elige no asistir a la reunión de la Junta de Supervisores pero desea hacer comentarios del público en general o comentar un tema específico de la agenda, puede hacerlo de 2 maneras:

a. envíe su comentario por correo electrónico antes de las 5:00 p.m. el lunes anterior a la reunión de la Junta. Envíe su comentario al Secretario de la Junta a cob@co.monterey.ca.us. En un esfuerzo por ayudar al secretario a identificar el tema de la agenda relacionado con su comentario público, indique en la línea de asunto el cuerpo de la reunión (es decir, la agenda de la Junta de Supervisores) y el número de artículo (es decir, el artículo n.º 10). Su comentario se colocará en el registro en la reunión de la Junta.

b. puedes participar a través de ZOOM. Para participar en ZOOM, únase por audio de computadora en: https://montereycty.zoom.us/j/224397747

O para participar por teléfono llame a cualquiera de estos números a continuación:

+1 669 900 6833 EE. UU. (San José)
+1 346 248 7799 EE. UU. (Houston)
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+1 929 205 6099 EE. UU. (Nueva York)
+1 253 215 8782 EE. UU.
+1 301 715 8592 EE. UU.

Ingrese este número de ID de reunión: 224397747 cuando se le solicite. Tenga en cuenta que no hay un código de participante, simplemente presione # nuevamente después de que la grabación lo solicite.

Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono, presione *9 en su teclado.

TENGA EN CUENTA: SI TODOS LOS MIEMBROS DE LA JUNTA ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN DEL PÚBLICO POR ZOOM ES ÚNICAMENTE POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA ALIMENTACIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE

INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.

The Board of Supervisors welcomes you to its meetings, which are regularly scheduled each Tuesday. Your interest is encouraged and appreciated. Meetings are held in the Board Chambers located on the first floor of the Monterey County Government Center, 168 W. Alisal St., Salinas, CA 93901.
As a courtesy to others, please turn off all cell phones and pagers prior to entering the Board Chambers.

ALTERNATE AGENDA FORMATS: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals with a disability requiring a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may make these requests to the Clerk of the Board Office.
CEREMONIAL/APPOINTMENTS/OTHER BOARD MATTERS: These items may include significant financial and administrative actions, and items of special interest, usually approved by majority vote for each program. The regular calendar also includes "Scheduled Items," which are noticed hearings and public hearings.
CONSENT CALENDAR: These matters include routine financial and administrative actions, appear in the supplemental section by program areas, and are usually approved by majority vote.
TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA: Walk to the podium and wait for recognition by the Chair. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair, with equal time allocated to opposing sides of an issue insofar as possible. Allocated time may not be reserved or granted to others, except as permitted by the Chair. On matters for which a public hearing is required, please note that a court challenge to the Board's action may be limited to only those issues raised at the public hearing or in correspondence delivered to the Board at or before the public hearing.
TO ADDRESS THE BOARD DURING PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item and may comment when the Chair calls for general public comment for items that are not on the day's agenda. The timing of public comment shall be at the discretion of the Chair.
DOCUMENT DISTRIBUTION: Documents related to agenda items that are distributed to the Board less than 72 hours prior to the meeting shall be available for public inspection at the Clerk of the Board Office, 168 W. Alisal Street, 1st Floor, Salinas, CA. Documents distributed to the Board at the meeting by County staff will be available at the meeting; documents distributed to the Board by members of the public shall be made available after the meeting.
INTERPRETATION SERVICE POLICY: The Monterey County Board of Supervisors invites and encourages the participation of Monterey County residents at its meetings. If you require the assistance of an interpreter, please contact the Clerk of the Board located in the Monterey County Government Center, 168 W. Alisal St., Salinas - or by phone at (831) 755-5066. The Clerk will make every effort to accommodate requests for interpreter assistance. Requests should be made as soon as possible, and at a minimum 24 hours in advance of any meeting of the Board of Supervisors.
La Cámara de Supervisores del Condado de Monterey invita y apoya la participación de los residentes del Condado de Monterey en sus reuniones. Si usted requiere la asistencia de un interprete, por favor comuníquese con la oficina de la Asistente de la Cámara de Supervisores localizada en el Centro de Gobierno del Condado

de Monterey, (Monterey County Government Center), 168 W. Alisal, Salinas – o por teléfono al (831) 755-5066. La Asistente hará el esfuerzo para acomodar los pedidos de asistencia de un interprete. Los pedidos se deberán hacer lo mas pronto posible, y a lo mínimo 24 horas de anticipo de cualquier reunión de la Cámara de Supervisores.

All documents submitted by the public must have no less than ten (10) copies.
The Clerk of the Board of Supervisors must receive all materials for the agenda packet by noon on the Tuesday one week prior to the Tuesday Board meeting.
Any agenda related writings or documents distributed to members of the County of Monterey Board of Supervisors regarding any open session item on this agenda will be made available for public inspection in the Clerk of the Board's Office located at 168 W. Alisal St., 1st Floor, Salinas, California. during normal business hours and in the Board Chambers on the day of the Board Meeting, pursuant to Government Code §54957.5

HELPFUL INFORMATION/INFORMACION UTIL

Sign Up For Alerts on items you may be interested in to keep informed and up to date on the Monterey County Board of Supervisors

To create an Alert please Sign Up and follow the User Guide to create alerts for calendars, meeting details, agenda items and item details at the following link:

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Regístrese para recibir alertas sobre artículos que le pueden interesar para mantenerse informado y actualizado sobre la Junta de Supervisores del Condado de Monterey

Para crear una alerta, regístrese y siga la Guía del usuario para crear alertas para calendarios, detalles de reuniones, elementos de agenda y detalles de elementos en el siguiente enlace:

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NOTE: All agenda titles related to numbered agenda items are live web links. Click on the title to be directed to the corresponding Board Report.

PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item. The timing of public comment shall be at the discretion of the Chair.

9:00 A.M. - Call to Order

Roll Call

Additions and Corrections for Closed Session by County Counsel

County Counsel will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

Closed Session

1. Closed Session under Government Code section 54950, relating to the following items:

a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) Estella Girardey (Workers' Compensation Appeals Board No. ADJ12096796 & ADJ12096091)
(2) *Kim Mendoza v. Natividad Medical Center, et al.* (Superior Court of California, County of Monterey Case No. 23CV004094)
(3) *Hernandez, Jesse, et al. v. County of Monterey, et al.* (United States District Court for the Northern District, Case No. 5:13CV02354-BLF)
(4) *Thomas Lee, et al. v. City of Salinas, et al.* (Superior Court of California, County of Monterey Case No. 25CV002721)

b. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:
(1) Property: 323 N. Sanborn Road, Salinas, CA
Agency Negotiator(s): Randell Ishii, Director of Public Works, Facilities & Parks and Lindsay Lerable, Assistant Director of Public Works, Facilities & Parks
Negotiating Parties: Dong Family Enterprises, LLC/Greg Findley, Cushman and Wakefield
Under negotiation: Price and Terms
(2) Property: Laguna Seca Concession
Agency Negotiator(s): Randell Ishii, Director of Public Works, Facilities & Parks and Bryan Flores, Chief of Parks
Negotiating Parties: Ross Merill and Mel Harder
Under negotiation: Price and Terms

c. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Administrative Officer.

d. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Executive Officer Natividad Medical Center.

Public Comments for Closed Session

The Board Recesses for Closed Session Agenda Items

Closed Session may be held at the conclusion of the Board's Regular Agenda, or at any other time during the course of the meeting, before or after the scheduled time, announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.

10:30 A.M. - Reconvene on Public Agenda Items

Roll Call

Pledge of Allegiance

Additions and Corrections by Clerk

The Clerk of the Board will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

Ceremonial Resolutions

2. Adopt a resolution commending Mary A. Zeeb, Treasurer-Tax Collector, upon her retirement from the County of Monterey after thirty-eight years of public service. (Supervisor Daniels)

Attachments: Ceremonial Resolution - Mary Zeeb

3. Adopt a resolution recognizing November 2025 as National Family Caregivers Month in the County of Monterey. (Supervisor Lopez)

Attachments: Ceremonial Resolution - National Family Caregivers Month

4. Adopt a resolution recognizing Gloria Ramirez as the County of Monterey's 2025 In-Home Supportive Services (IHSS) Provider of the Year. (Supervisor Lopez)

Attachments: Ceremonial Resolution - Provider of the Year Gloria Ramirez

5. Adopt a resolution recognizing November 17 through November 21, 2025, as California Clerk of the Board of Supervisors Week. (Supervisor Lopez)

Attachments: Ceremonial Resolution - Clerk of the Board Week

6. Adopt a resolution honoring Kimberley Moore for her distinguished career in public service and

congratulating her on her well-deserved retirement. (Supervisor Lopez)

Attachments: Ceremonial Resolution - Kim Moore

7. Adopt a resolution recognizing Rededication of the Castro Plaza Family Resource Center on National Parent Involvement Day and Recognizing the Castroville Coalition. (Supervisor Church)

Attachments: Ceremonial Resolution - Castro Plaza Family Resource Center

Appointments

8. Reappoint Robert Chacanaca to the Housing Advisory Committee representing District 2 with a term end date of May 31, 2027. (District Specific - District 2, Supervisor Church)

Attachments: Notification to Clerk of Appt - Robert Chacanaca
Application - Robert Chacanaca

9. Reappoint Joe Burnett to the Fish & Game Advisory Commission representing District 4 with a term end date of February 1, 2028 (District Specific - District 4, Supervisor Root Askew)

Attachments: Notification to Clerk of Appt - Joe Burnett
Application - Joe Burnett

10. Appoint Omar Perez-Sandoval to Monterey County Workforce Development Board as a Business Representative with a term expiration date on November 18, 2028. (Nominated by Monterey County Workforce Development Board)

Attachments: Notification to Clerk of Appt - Omar Perez-Sandoval
Application - Omar Perez-Sandoval

Approval of Consent Calendar – (See Supplemental Sheet)

11. See Supplemental Sheet

General Public Comments

12. General Public Comments

Scheduled Matters

13. Consider the appointment of Jake Stroud as Treasurer-Tax Collector effective December 30, 2025, at 5:01 pm.

Attachments: Board Report
Resolution
Zeeb Retirement Letter
J. Stroud Resume

14. Receive the 2025 Economic Contributions of Monterey County Agriculture report from the Agricultural Commissioner.

Attachments: Board Report

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

Scheduled Matters

15. a. Authorize the Contracts and Purchasing Officer or designee to execute a contract with Correctional Healthcare Partners Monterey, Inc. (CHP Monterey, INC.), effective January 1, 2026, through June 30, 2031, for the medical, dental, psychiatric, and Jail Based Competency Treatment services for incarcerated persons at the Monterey County Jail in an amount not to exceed $139,396,760; and
b. Authorize the Contracts and Purchasing Officer or designee to sign up to two (2) future one (1) year amendments to this agreement where the total amendment(s) do not significantly change the scope of work and do not cause an annual increase per amendment of more than the July 1, 2030 through June 30, 2031annual contract amount plus ten percent 10%; or
c. Authorize the Contracts and Purchasing Officer or designee to sign one (1) additional two-year amendment with successful and maintained National Commission on Correctional Health Care (NCCHC) Accreditation during the initial contract term where the total amendment does not significantly change the scope of work and does not cause an annual increase of more than the July 1, 2030 through June 30, 2031 annual contract amount plus 10%.

Attachments: Board Report
Agreement between County of Monterey and Correctional Healthcare Partners, INC., DBA CHP Monterey, INC..pdf
Attachment A - Scope of Work.pdf
Attachment B - Staffing Plan.pdf
Attachment C - Health Insurance Portability and Accountability Act (HIPPA).pdf
Attachment D - Performance Metrics.pdf
Attachment E - Joint Defense Agreement.pdf
Attachment F - JBCT Scope of Work.pdf

16. a. Receive a presentation from Department of Emergency Management and partners, concerning the

MOSS 300 site clean-up at the Moss Landing Battery Energy Storage System facility; and
b. Provide direction to staff as appropriate

Attachments: Board Report

17. REF240016 - COASTAL ZONE UPDATED ACCESSORY DWELLING UNITS (ADU) AND JUNIOR ACCESSORY DWELLING UNITS (JADU) REGULATIONS

Public Hearing to consider amending the Monterey County Local Coastal Program to modify policies and regulations for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs), including the Big Sur Coast Land Use Plan, Carmel Area Land Use Plan, North County Land Use Plan and Monterey County Coastal Implementation Plan, Part 1, the Coastal Zoning Ordinance (Title 20), Coastal Zoning, and Part 6, Appendices.

Project Location: All unincorporated areas of Monterey County in the Coastal Zone

Proposed CEQA Action: Find statutorily exempt from the California Environmental Quality Act (CEQA) section 15265 for the purpose of local government activities and approvals involving the preparation and adoption of local coastal program amendments.

Attachments: Board Report
Attachment A - CCC Certified Ordinance Amending Title 20 (clean)
Attachment B - CCC Certified Ordinance Amending Title 20 (redline)
Attachment C - Board Resolution of Intent (Resolution 25-016)
Attachment D - Board Resolution amending the Carmel Area, Big Sur Coast and North County Land Use Plans (Includes Exhibits 1 and 2– Amendments to the Carmel Area, Big Sur Coast and North County Land Use Plans (clean and redline)
Attachment E - CCC Certification of the Amendments

Other Board Matters

Referral Matrix and New Referrals

18. Referral Matrix and New Referrals

Attachments: Board Referral Matrix
2025.16 (Alejo) Esperanza Care 2.0
2025.17 (Askew) Local Gov't Outer Continental Shelf Coordination Program and Coaltion Referral

Referral Responses

19. Receive a preliminary response to Referral Number 2025.15 (Church) regarding adoption of an urgency ordinance placing a moratorium on new Battery Energy Storage Systems (BESS) in the

unincorporated areas of Monterey County while new policies and regulations for BESS are developed.

Attachments: Board Report
Attachment A - Referral No 2025.15

County Administrative Officer Comments

20. County Administrative Officer Comments

Board Comments

21. Board Comments

Read Out from Closed Session by County Counsel

Read out by County Counsel will only occur if there is reportable action(s).

Adjournment

Upcoming Board of Supervisors Meetings for 2025

2025 Board of Supervisors Meeting Schedule

Attachments: 2025 Board of Supervisors Meeting Dates

Supplemental Sheet, Consent Calendar

Health Department

22. a. Set a public hearing for December 10, 2025, at 10:00 a.m. to consider and adopt a Resolution to approve Amendment No. 1 with [Proposed] Exhibit 1 "Approved Rates and Charges" to Unified Franchise Agreement regarding proposed rates for services and adjustments to current rates for the Unified Franchise Agreement (UFA) between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in the Unincorporated area of the County of Monterey; and
b. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to the UFA between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation., for the Exclusive Collection of Solid Waste and Recyclables in the Unincorporated area of the County of Monterey.

Attachments: Board Report
[Proposed] Amendment No. 1 and Exhibit 1
UFA Agreement

23. a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with the County of Santa Barbara to provide water testing and laboratory analysis at the County of Monterey Consolidated Chemistry Laboratory with a term of upon execution through June 30, 2026, for a total agreement amount of $5,000;
b. Approve non-standard provisions in the Agreement as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($500) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed amount over $5,500.

Attachments: Board Report
Agreement

24. a. Approve and authorize the Director of Health Services or designee to execute an Agreement between the County of Monterey and the County of San Luis Obispo for the provision of testing Mycobacterium tuberculosis (Mtb) and other public health laboratory testing services, for a maximum County obligation of $30,000 for the term of January 1, 2026 through June 30, 2026;
b. Approve non-standard terms and indemnification provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($3,000) of the original agreement, do not significantly change the scope of services, and do not increase the total amount, not to exceed $33,000.

Attachments: Board Report
Agreement

Department of Social Services

25. a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment #1 to Agreement #5010-517 with the Alliance on Aging to provide Outreach, Ombudsman and Health Insurance Counseling and Advocacy (HICAP) and Medicare Improvements for Patients and Providers (MIPPA) services for seniors adding $82,974 for a new contract total of $600,808 with no change to the term of July 1, 2025, through June 30, 2026; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($60,081) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $660,889.

Attachments: Board Report
Amendment No. 1
Original Agreement EXECUTED

26. a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Seneca Family of Agencies to assist with the startup of a Crisis Stabilization Unit and two Enhanced Short-Term Residential Therapeutic Program beds in Monterey County for the period of November 18, 2025 through June 30, 2026, in the amount of $267,406; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($26,740) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $294,406.

Attachments: Board Report
Agreement

27. a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment No. 1 to Agreement #5010-486 with Tovar Strategies, Inc. to provide outreach, marketing and website development adding $60,000 for a new contract total of $259,800 with no change to the contract term of July 1, 2025 through June 30, 2026; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($25,980) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $285,780.

Attachments: Board Report
Amendment No. 1
Original Agreement EXECUTED

Criminal Justice

28. a. Authorize the Contracts/Purchasing Officer, or designee, to execute **two** one-year retroactive renewal agreements with Karpel Computer Systems, Inc. for the continued operation of the case management system and related services for the Office of the District Attorney. The first retroactive renewal agreement is in an amount not to exceed $112,950 for the term effective July 1, 2024 through June 30, 2025, and the second retroactive renewal agreement is in an amount not to exceed $200,000 for the term effective to July 1, 2025 through June 30, 2026.
b. Accept non-standard contract provisions as recommended by the District Attorney;
c. Authorize the Contracts/Purchasing Officer or their designee or the District Attorney or their designee to execute all necessary documents and verifications related to the retroactive renewal Agreement effective July 1, 2024 through June 30, 2025, which is not subject to further amendment or additional services;
d. Authorize the Contracts/Purchasing Officer or their designee or the District Attorney or their designee to sign and execute all necessary documents and verifications related to the retroactive renewal Agreement effective July 1, 2025 through June 30, 2026, including any amendments or additions of services, subject to County Counsel review, provided such amendments do not cause the renewal Agreement amount to exceed $200,000;
e. Authorize the Contracts/Purchasing Officer or their designee to issue purchase orders on an as-needed basis pursuant to the Agreement retroactive to July 1, 2025 through June 30, 2026.

Attachments: Board Report
2240-Karpel Computer Systems Inc. -Renewal Agreement FY 24-25
2240-Karpel Computer Systems Inc. -Renewal Agreement FY 25-26

General Government

29. Approve and adopt amendments to the Bylaws of the Commission on Disabilities.

Attachments: Board Report
Attachment A - COD Bylaws (Current Version)
Attachment B - Proposed Amended Bylaws of the COD (Clean Version)
Attachment C - Proposed Amended Bylaws of the COD (Redline Version)

30. a. Authorize and approve the Director of the Department of Emergency Management or designee to submit a grant application to the California Fire Safe Council 2025 Wildfire County Coordinators Grant Program for a total amount not to exceed $151,500 with a performance period of January 1, 2026, to July 31, 2026, to establish a full-time, permanent Wildfire County Coordinator position dedicated to enhancing wildfire resilience through stronger local planning, community engagement, and

coordination with state and local fire protection districts and other partners; and

b. Authorize and approve the Director of Department of Emergency Management or designee to execute all necessary forms and documents for the application to this grant; and

c. Direct Department of Emergency Management staff to return to the Board of Supervisors for approval prior to acceptance of any grant awards.

Attachments: Board Report
Attachment A.pdf
Attachment B.pdf

31. Approve expenditure of $10,000 from the Board of Supervisors (District 2) discretionary funds to reimburse the Aromas Community Center Foundation for costs incurred from park operations and maintenance, supporting a safe and well-maintained park for the Aromas community.

Attachments: Board Report
Aromas Community Center Foundation Invoice.pdf

32. Approve the Library Director to enter into a Memorandum of Understanding ("MOU") with the Volunteer Center of Santa Cruz County from December 2, 2025 - December 1, 2028 to offer programs, classes, and outreach to the community via public library locations

Attachments: Board Report
MOU MCFL and Volunteer Center for Santa Cruz County 10.28.25

33. a. Approve and adopt Amendment No. 2 to the County of Monterey Section 125 Flexible Benefit Plan to increase the Dependent Care Assistance Program contribution limit effective January 1, 2026 from $5,000 to a flexible contribution limits as set by Congress or the Internal Revenue Service effective January 1, 2026.

b. Authorize the Human Resources Department and the Auditor-Controller's Office to implement the amendment to the Monterey County Section 125 Flexible Benefit Plan.

Attachments: Board Report
Attachment A – Amendment No. 2
Attachment B – Amendment No. 1
Attachment C – Section 125 Flexible Benefit Plan

34. a. Approve and authorize the Library Director or designee to accept a grant from the Pacific Library Partnership for $9,000 to expand materials available in the Outdoor Adventure Kits collection at the Monterey County Free Libraries; and

b. Approve and authorize the Library Director or designee to accept non-standard elements of the grant award agreement; and
c. Approve and authorize the Library Director or designee to accept up two to amendments or increases in this grant award that do not substantially change terms and conditions or increase the grant award more than 20% ($1,800) for a total not to exceed $10,800.

Attachments: Board Report
Attachment A

35. Authorize the advancement of Jose Ramirez to Step 5 of the Chief Probation Officer salary range, in accordance with Personnel Policies and Practices Resolution No. 98-394, Section A.1.11.5, effective November 29, 2025.

Attachments: Board Report

36. a. Approve and authorize the Director of the Emergency Communications Department to sign an agreement with Backing Fire, LLC in an amount not to exceed $8,150 for the term of November 18, 2025 through June 30, 2031, to provide hardware and software for a Computer Aided Dispatch backup and recovery server;
b. Authorize the Director of the Emergency Communications Department to agree to a nonstandard End User License Agreement with the 3rd party Backup and Replication software provider that is necessary for the use of the Software as approved by County Counsel for the provision of services under this Agreement; and
c. Authorize the Director of the Emergency Communications Department to sign up to three (3) amendments to this Agreement where the amendments do not significantly change the scope of work and do not add more than 10% ($815) of the original agreement amount for a maximum aggregate agreement total of $8,965.

Attachments: Board Report
Agreement

37. Adopt a Resolution to:
a. Amend the FY 2025-26 Emergency Communications Department Adopted Budget (Fund 028, Department 1520, Unit 8507) to approve the reallocation and reclassification of one (1) Administrative Services Assistant to one (1) Management Analyst I as indicated in Attachment A, effective November 15, 2025; and
b. Direct the County Administrative Office and the Auditor- Controller to incorporate the approved position changes in the FY 2025-26 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

Attachments: Board Report
Attachment A
Resolution

38. a. Approve and authorize the County Administrative Officer, or designee, to sign and submit a grant application to the California Department of Housing and Community Development Encampment Resolution Funding Program Round 5, to resolve encampments located on public, unincorporated, and private lands in Salinas, California, also known as the Davis Street Corridor encampments;
b. Approve and authorize the CAO, or designee, to execute the state funding agreement with the California Department of Housing and Community Development for the Encampment Resolution Funding Project Round 5;
c. Approve and authorize the County Administrative Officer or designee to sign all future Encampment Resolution Funding Round 5 amendments on behalf of the County for continued funding from the California Department of Housing and Community Development;
d. Approve and authorize the County Administrative Officer, or designee, to execute a Memorandum of Understanding (MOU) for a Four Year Term with the City of Salinas and the Coalition of Homeless Services Providers to collaborate on the County-led ERF-5-R application and to establish the roles and responsibilities for the implementation of a Housing First, 23-unit low-barrier navigation center program to provide temporary living facilities to individuals experiencing homelessness; and
e. Approve and authorize the County Administrative Officer or designee, to sign up to three (3) future amendments to this MOU where amendments do not significantly alter the purposes and goals of the MOU subject to review as to form by the Office of the County Counsel.

Attachments: Board Report
MOU
Draft Resolution

Housing and Community Development

39. a. Approve Amendment No. 6 to Standard Agreement A-14427 with Accela, Inc., to expand the Scope of Work to include ePermitHub Digital Plan Room subscription service as part of the County's existing Accela Civic Platform, and increase the Agreement amount by $253,334, from $4,596,204 to a new total not-to-exceed amount of $4,849,537 to commence upon execution of Amendment No. 6 and with no change to the term end date of June 30, 2030; and
b. Authorize the Chief Contracts and Procurement Officer or designee to execute Amendment No. 6 and future amendments to the Agreement where each amendment does not significantly alter the scope of work or increase the approved Agreement amount by more than 10% (up to $484,954), subject to review and approval as to form by the Office of the County Counsel and as to fiscal provisions by the Auditor-Controller's Office.

Attachments: Board Report
Attachment A - Draft Amendment No. 6
Attachment B - Amendments Nos. 1-5 (003)
Attachment C - non-Standard Agreement (002)

40. a. Approve and authorize Amendment No. 2 to the Shaumbe A. Wright and Kelly E. Wright individual Inclusionary Housing Agreement to allow conveyance of their inclusionary unit into a revocable living trust; and
b. Approve and authorize the Housing and Community Development Director, or his designee, to execute the approved Amendment No. 2 to the Inclusionary Housing Agreement.

Attachments: Board Report
Attachment A - Wright Inclusionary Housing Agreement
Attachment B - Amendment No.2 Transfer to Trust PRE 2002 Wright

41. a. Find that the consideration of sixteen (16) Williamson Act Applications, consisting of one (1) Application for the Establishment of an Agricultural Preserve ("AGP") and Land Conservation Contract ("LCC") and fifteen (15) Applications for the Creation of Farmland Security Zones ("FSZ") and corresponding FSZ Contracts is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations (CCR), Title 14, Chapter 3, Article 19, Categorical Exemptions, CEQA Guidelines CCR Section 15317 Open Space Contracts or Easements (Class 17 establishment of agricultural preserves) and there are no exceptions pursuant to CEQA Guidelines CCR Section 15300.2.
b. Set a Public Hearing for December 9, 2025, at 10:30 A.M., to consider 16 Williamson Act Applications consisting of one (1) Application to Establish an AGP-LCC and 15 Applications to create an FSZ and enter into corresponding FSZ Contracts including:
1. AGP-LCC Application No. 2026-01 - Kevin D. Kester & June E. Kester, Trustees of the Kevin & June Kester Family Revocable Trust, U/D/T November 18, 2003, Assessor's Parcel Numbers (APNs) 423-141-053-000 and 423-141-054-000; Approximately 160 acres in the South County Area Plan;
2. FSZ Application No. 2026-02 - Donald B. Richardson, Jr. and Marilyn DeC. Richardson, Trustees of the Donald B. and Marilyn DeC. Richardson 1992 Living Trust; Assessor's Parcel Number (APN) 183-011-012-000; Approximately 65 acres in the Central Salinas Valley Area Plan;
3. FSZ Application No. 2026-03 - Jerry and Suzanne Rava Family LLC, a California limited liability company, Assessor's Parcel Numbers (APNs) 231-052-015-000, 231-052-020-000, 231-052-021-000, 231-052-022-000, 231-052-024-000, and 235-101-045-000; Approximately 1,860 acres in the Central Salinas Valley Area Plan;
4. FSZ Application No. 2026-04 - Breschini Ranch LLC; Assessor's Parcel Number (APN) 223-034-009-000; Approximately 100 acres in the Central Salinas Valley Area Plan;
5. FSZ Application No. 2026-05 - Bruce Pisoni, Successor Trustee, of the Pisoni Family Trust - Exemption Trust, Under Declaration of Trust Dated December 20, 2001; Alisa A. Pura, a married woman as her sole and separate property; Albert Andrew Pura, as Trustee, or any Successor Trustee, of the Albert Andrey Pura Trust, Dated June 11, 2020; Stanley A. Braga and Valerie A. Braga, Trustees of the Braga Revocable Living Trust U.T.A dated July 30, 2001; Clifford D. Corda and Nancy A. Corda, Trustees of the 199 Corda Revocable Trust UDT dated September 8, 1999; Chris William Corda, Trustee of the Chris William Corda Trust dated March 26, 2001; Kathryn L. Torres, Trustee, The Kathryn L. Torres Family Trust of 2023, U.D.T. 6/26/24; All as their interest may appear

or record; Assessor's Parcel Number (APN) 223-011-012-000; Approximately 177 acres in the Central Salinas Valley Area Plan.

6. FSZ Application No. 2026-06 - Jerry and Suzanne Rava Family LLC, a California limited liability company, Assessor's Parcel Number (APN) 422-111-046-000; Approximately 190 acres in the Central Salinas Valley Area Plan;

7. FSZ Application No. 2026-07 - RCT Land Company, LP, a California limited partnership; Assessor's Parcel Numbers (APNs) 417-151-027-000 and 257-021-013-000; Approximately 241 acres in the Central Salinas Valley Area Plan;

8. FSZ Application No. 2026-08 - RCT Land Company, LP, a California limited partnership; Assessor's Parcel Number (APN) 257-021-029-000; Approximately 335 acres in the Central Salinas Valley Area Plan;

9. FSZ Application No. 2026-09 - RCT Land Company, LP, a California limited partnership; Assessor's Parcel Number (APN) 257-021-004-000; Approximately 207 acres in the Central Salinas Valley Area Plan;

10. FSZ Application No. 2026-10 -John Edward Doud and Jane Devine Doud, Trustees of The Doud Family 1997 Revocable Trust established on February 18, 1997; Assessor's Parcel Number (APN) 419-501-002-000; Approximately 167 acres in the Central Salinas Valley Area Plan;

11. FSZ Application No. 2026-11 - Blanco Fields, LLC, a limited liability company and AMMA Farms, LLC, a limited liability company; Assessor's Parcel Numbers (APNs) 135-091-007-000, 135-101-004-000; 135-101-012-000; Approximately 284 acres in the Greater Salinas Area Plan;

12. FSZ Application No. 2026-12 - Bonifacio Gardens, LLC, a limited liability company, Assessor's Parcel Numbers (APNs) 135-111-007-000 and 135-111-009-000; Approximately 164 acres in the Greater Salinas Area Plan;

13. FSZ Application No. 2026-13 - Palmero Greens, LLC, a California Limited Liability Company; Assessor's Parcel Numbers (APNs) 135-112-004-000 and 135-112-001-000; Approximately 189 acres in the Greater Salinas Area Plan;

14. FSZ Application No. 2026-14 - Amma Farms, LLC, Limited Liability Company; Assessor Parcel Numbers (APNs) 135-042-004-000; 135-043-005-000; Approximately 185 acres in the North County Land Use Plan;

15. FSZ Application No. 2026-15 - R2 Hunter, LLC, a California Limited Liability Company; Assessor Parcel Numbers (APNs) 177-081-005-000; 177-081-006-000; and 177-081-007-000; Approximately 83 acres in the Greater Salinas Area Plan;

16. FSZ Application No. 2026-16 - Beverly Joan Morgantini, Trustee of the 1996 Morgantini Revocable Trust Under Declaration of Trust dated August 16, 1996; Assessor's Parcel Numbers (APNs) 111-021-005-000 and 111-021-007-000; Approximately 403 acres in the Central Salinas Valley Area Plan.

c. Direct the Clerk of the Board of Supervisors to publish the Notice of Public Hearing for the Public Hearing to take place on December 9, 2025, at 10:30 A.M., to consider one (1) Application to Establish an Agricultural Preserve and 15 Applications to Create Farmland Security Zones and enter into corresponding Williamson Act AGP-LCC and FSZ Contracts as set forth in the Applications listed above.

Attachments: Board Report
Attachment A - Notice of Public Hearing for December 9 2025
Attachment B - Board Resolution No. 03-383 (Procedures for Agricultural Preserves)
Attachment C - Board Resolution No. 01-486 (Procedure for the Creation of Farmland Security Zones and Contracts)
Attachment D - 2026 Application Matrix
Attachment E- 2026 W-Act Countywide Map

42. Introduce, waive reading, and set December 9, 2025, at 10:30 a.m. as the date and time for a public hearing to consider adoption of an ordinance:
a. To make express findings that County amendments to the 2025 California Building Standards Code are reasonably necessary due to local climatic, geological or topographical conditions; and
b. To repeal the 2022 California Building Standards Code with County amendments and adopt the 2025 California Building Standards Code with County amendments.

Attachments: Board Report
Attachment A - Ordinance
Attachment B - 2025 Title 24 California Code Changes
Attachment C - 2025 Building Energy Efficiency Standards Summary

Public Works, Facilities and Parks

43. Introduce, waive first reading, and set December 9, 2025 at 10:30 a.m. as the date and time to consider adoption of ordinance amending Chapter 14.12 of the Monterey County Code to update the definitions of "bicycle" and "electric bicycle", to add language permitting the use of electronic bicycles in the same manner and locations as traditional bicycles, and to add language concerning which type of trail users must yield to other trails users within County Parks.

Attachments: Board Report
Attachment A - Chapter 14.12 Electric Bicycle Ordinance Amendment
Attachment B - Chapter 14.12 Electic Bicycle Ordinance Amendment (redline)

44. Acting on behalf of County Service Area No. 53-Arroyo Seco (hereinafter "CSA No. 53"):
Authorize and direct the Auditor-Controller to amend Fiscal Year (FY) 2025-26 Adopted Budget for CSA No. 53, Fund 080, Appropriation Unit PFP034, increasing appropriations by $30,956 funded by unassigned fund balance (080-3101) for storm drainage repairs (4/5th vote required).

Attachments: Board Report
Attachment A - Resolution
Attachment B - CSA 53 Finance Summary
Attachment C - CSA 53 Arroyo Seco LAFCO Map

45. a. Approve Amendment No. 7 to Standard Agreement No. A-15607, Multi-Year Agreement #3200*5541, with Granite Construction Company to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis, to extend the term for one additional year through December 31, 2026, for a revised term from January 1, 2021 to December 31, 2026, and increase not to exceed maximum by $1,000,000 to a total of $4,100,000; and
b. Authorize the Chief Contracts and Procurement Officer or their designee to execute Amendment No. 7 to Standard Agreement No. A-15607 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

Attachments: Board Report
Attachment A - Draft A7 to SA with Granite Const
Attachment B – A6 to SA with Granite Construction Company
Attachment C – A5 to SA with Granite Construction Company
Attachment D – A4 to SA with Granite Construction Company
Attachment E – A3 to SA with Granite Construction
Attachment F – A2 to SA with Granite Construction
Attachment G - A1 to SA with Granite Construction
Attachment H - SA with Granite Construction
Attachment I - Summary of SA dmm 102325
Attachment J - Summary of SA Annual Expend Bal

46. a. Approve Professional Services Agreements with GFT Infrastructure, Inc. and Harris & Associates, Inc. to provide on-call construction management services for various construction projects located in the County of Monterey, Request for Qualifications #10914, for a period of five years effective November 21, 2025 to November 20, 2030, for an amount not to exceed $3,000,000 for each Agreement;
b. Approve modified standard Professional Services Agreements with MNS Engineers, Inc. and TRC Engineers, Inc. to provide on-call construction management services for various construction projects located in the County of Monterey, Request for Qualifications #10914, for a period of five years effective November 21, 2025 to November 20, 2030, for an amount not to exceed $3,000,000 each Agreement;
c. Approve additional term extensions for each Agreement beyond the anticipated five-year term of the Request for Qualifications with no change in the scope of work or increase to the dollar amount to allow continuity of services for active projects initiated during the anticipated five-year term of each Agreement, subject to review and approval as to form by the Office of the County Counsel; and
d. Authorize the Director of Public Works, Facilities and Parks or their designee to execute said Professional Services Agreements and future amendments to said Agreements where the amendments do not significantly alter the scope of work or increase the approved amount for each Agreement.

Attachments: Board Report
Attachment A - Proposed PSA with GFT Infastructure, Inc.
Attachment B - Propposed PSA with Harris & Associates, Inc.
Attachment C - Proposed modified standard PSA with MNS Engineers, Inc.
Attachment D - Proposed modified standard PSA with TRC Engineers, Inc.
Attachment E - RFP #10914
Attachment F - Addendum No. 1 to RFP #10914

47. a. Approve an Agreement for Purchase of Real Property to acquire Permanent Slope and Drainage Maintenance Easements for the maintenance of Viejo Road Storm Damage Repairs, Project No. 621095C, between the County of Monterey and Bates Property Company (Assessor's Parcel Number (APN) 103-031-018), and Charles Carroll Bates and Janet G. Bates; Seth Pardee Bates; David Talcott Bates; and Anthony Stewart Bates (APN 103-021-007), for a combined total cost of $6,800; and
b. Authorize the Director of Public Works, Facilities, and Parks or Director's designee to execute the Agreement for Purchase of Real Property to purchase Permanent Slope and Drainage Maintenance Easements.
California Environmental Quality Act (CEQA) Action: Approval of contracts is not a Project under CEQA. The Project has been determined to be categorically exempt. A Notice of Exemption was filed on October 8, 2021, pursuant to CEQA Guidelines, California Code of Regulations (CCR) Section 15301 Existing Facilities.

Attachments: Board Report
Attachment A – Project Budget
Attachment B - Location Map
Attachment C - Agreement

48. a. Adopt a Resolution to approve the submittal of applications and all documents necessary to secure a funding allocation under the U.S. Department of Housing and Urban Development Community Development Block Grant-Disaster Recovery programs administered by the California Department of Housing and Community Development as the Proposed Projects (Davis Road Bridge Replacement and Road Widening Project and Gonzales River Road Bridge Replacement Project) have unmet financial needs and there is not another funding source that can be used to provide the required matching funds for the Federal Highway Administration (FHWA) Highway Bridge Program for the Proposed Projects; and
b. Authorize the Director of the Department of Public Works, Facilities and Parks, or designee, to act as the agent for the County in processing all documentation necessary to secure these funds; and
c. Direct PWFP staff to return to the Board of Supervisors for approval prior to acceptance of any grant award(s).

Attachments: Board Report
Attachment A – Resolution
Attachment B – Allocation of CDBG-DR Funds
Attachment C – Proposed Project Summaries

49. a. Authorize and direct the Auditor-Controller to amend Fiscal Year 2025-2026 Adopted Budget to increase appropriations by $853,452 in the Building Improvement and Replacement Fund 478, Appropriation Unit CAO007, financed by Unrestricted Net Position (478-BIR-3202); (4/5th Vote)
b. Authorize and direct the Auditor-Controller to amend Fiscal Year 2025-2026 Adopted Budget to increase appropriations increase appropriations by $853,452 in the Capital Project Fund 404, Appropriation Unit PFP057 financed by an operating transfer in from Building Improvement and Replacement Fund 478, Appropriation Unit CAO047 for the Jail Americans with Disabilities Act Improvement Project; and (4/5th Vote)
c. Authorize and direct the Auditor-Controller to amend Fiscal Year 2025-2026 Adopted Budget to transfer $853,452 from the Building Improvement and Replacement Fund 478, Appropriation Unit CAO047, to Capital Project Fund 404, Appropriation Unit PFP057. (4/5th Vote)

Attachments: Board Report
Attachment A - Project Budget

County of Monterey

Board Report

Legistar File Number: CS 25-055

Item No.1

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 11/5/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Closed Session

Closed Session under Government Code section 54950, relating to the following items:

a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) Estella Girardey (Workers' Compensation Appeals Board No. ADJ12096796 & ADJ12096091)
(2) *Kim Mendoza v. Natividad Medical Center, et al.* (Superior Court of California, County of Monterey Case No. 23CV004094)
(3) *Hernandez, Jesse, et al. v. County of Monterey, et al.* (United States District Court for the Northern District, Case No. 5:13CV02354-BLF)
(4) *Thomas Lee, et al. v. City of Salinas, et al.* (Superior Court of California, County of Monterey Case No. 25CV002721)

b. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:
(1) Property: 323 N. Sanborn Road, Salinas, CA
Agency Negotiator(s): Randell Ishii, Director of Public Works, Facilities & Parks and Lindsay Lerable, Assistant Director of Public Works, Facilities & Parks
Negotiating Parties: Dong Family Enterprises, LLC/Greg Findley, Cushman and Wakefield
Under negotiation: Price and Terms
(2) Property: Laguna Seca Concession
Agency Negotiator(s): Randell Ishii, Director of Public Works, Facilities & Parks and Bryan Flores, Chief of Parks
Negotiating Parties: Ross Merill and Mel Harder
Under negotiation: Price and Terms

c. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Administrative Officer.

d. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Executive Officer Natividad Medical Center.

County of Monterey

Board Report

Legistar File Number: CR 25-205

Item No.2

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 11/4/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution commending Mary A. Zeeb, Treasurer-Tax Collector, upon her retirement from the County of Monterey after thirty-eight years of public service. (Supervisor Daniels)

Before the Board of Supervisors in and for the
County of Monterey, State of California

Resolution No.:
Adopt a resolution commending **Mary A. Zeeb,**
Treasurer-Tax Collector, upon her retirement
from the County of Monterey after thirty-eight years
of public service……

WHEREAS, Mary A. Zeeb was raised in Salinas and graduated from Salinas High School, Hartnell College, and Golden Gate University before and while engaging in her lifelong commitment to public service; and

WHEREAS, Mary A. Zeeb joined the Treasurer-Tax Collector's Office in 1987 as a Revenue and Recovery Specialist, quickly earning recognition for her integrity, expertise, and leadership while advancing through multiple roles, including Revenue Manager and Assistant Treasurer-Tax Collector, before making history in 2010 as the first woman elected to serve Monterey County as Treasurer-Tax Collector; and

WHEREAS, Mary A. Zeeb oversaw the annual billing and collection of over $1 billion in property taxes and managed a $3.5 billion Treasury Investment Pool, ensuring transparency, efficiency, and fiscal integrity while generating over $500 million in investment earnings during her elected tenure for local schools and public agencies; and

WHEREAS, Mary A. Zeeb demonstrated compassion and innovation during the COVID-19 pandemic by drafting tax code changes allowing hardship extensions and penalty waivers, which were later adopted and implemented statewide by Executive Order of the Governor causing her to be named California Distinguished Treasurer-Tax Collector of the Year; and

WHEREAS, Mary A. Zeeb continually modernized the Treasurer-Tax Collector's Office through numerous technology upgrades, improved services with a culture of professionalism and trust, and guided the County in creating the Cannabis Tax Program, establishing fair and transparent processes for an entirely new industry; and

WHEREAS, Mary A. Zeeb demonstrated a strong professional and personal commitment to bettering Monterey County and her profession with distinction by providing her knowledge and expertise to the Public Improvement Corporation, Debt Advisory, Treasury Oversight, Deferred Compensation Committee, as President and Vice Legislative Chair for the California Association of County Treasurers and Tax Collectors, President of the California Cannabis Authority, Trustee with CSAC Finance Corporation and CalTRUST Boards, and by participation in numerous local committees and national organizations; and

WHEREAS, Mary A. Zeeb has also given back to her community over the years through service with the Salinas Jaycees, Ariel Theater, Junior Achievement, Monterey County Employees Scholarship Fund, WELI at Hartnell College, the California Rodeo Salinas and as President of the California International Airshow; and

WHEREAS, Mary A. Zeeb now begins a well-earned retirement, looking forward to travel, gardening, golf and enjoying time with her husband Gene Griffin, their children and grandchildren;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Monterey on behalf of all residents thereof, acknowledges, commends and thanks the Honorable **Mary A. Zeeb** for her thirty-eight years of exemplary public service to the residents of Monterey County.

BE IT FURTHER RESOLVED that the Board of Supervisors wishes her success, health and happiness in all her future endeavors and much joy in her well-deserved retirement.

PASSED AND ADOPTED this _____ day of _____, 2025, by the following vote, to wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____, 2025.
Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California.

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-206

Item No.3

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 11/4/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing November 2025 as National Family Caregivers Month in the County of Monterey. (Supervisor Lopez)

Before the Board of Supervisors in and for the
County of Monterey, State of California

Resolution No.:)
Adopt a resolution recognizing November 2025 as **National**)
Family Caregivers Month in the County of Monterey)

WHEREAS, in 1965, Congress passed the Older Americans Act, which provides guidance and funding to the States to give help to caregivers; and

WHEREAS, November 2025 is proclaimed as **National Family Caregivers Month**; this year's theme is **"Plug-in to Care"** at NFC2025.Org, which recognizes the need for centralized resources for caregivers to continue providing the best care possible for those who need it most; and

WHEREAS, through their unwavering support and compassion, caregivers provide their care recipients the opportunity to live life to the fullest extent possible; and

WHEREAS there are an estimated 100 million family caregivers in this country, including over 6,500 In-Home Supportive Services (IHSS) caregiving providers in the County of Monterey; and

WHEREAS, the County of Monterey acknowledges the significant challenges and sacrifices that caregivers face, who continuously demonstrate how much they care through ensuring the health, safety, and well-being of their care recipients; and

NOW, THEREFORE, BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all its residents, the Department of Social Services, and members of the IHSS Advisory Committee, do hereby proclaim November 2025 as **National Family Caregivers Month** and honor the incredible commitment, dedication, and sacrifice of family caregivers.

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____ and carried this _____ day of November, 2025, by the following vote, to wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book ____ for the meeting on _____, 2025.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-207

Item No.4

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 11/4/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing Gloria Ramirez as the County of Monterey's 2025 In-Home Supportive Services (IHSS) Provider of the Year. (Supervisor Lopez)

Before the Board of Supervisors in and for the
County of Monterey, State of California

Resolution No.:
Adopt a resolution recognizing Gloria Ramirez as the County of Monterey's 2025 In-Home Supportive Services (IHSS) Provider of the Year.

WHEREAS, November 2025 is proclaimed as **National Family Caregivers Month**; and

WHEREAS, there are an estimated 100 million family caregivers in this country, including over 6,500 In-Home Supportive Services (IHSS) caregivers in the County of Monterey; and

WHEREAS, the County of Monterey recognizes the dedication, compassion, and sacrifice of care providers, who ensure the health and well-being of those needing care around them; and

WHEREAS, Ms. Ramirez has been an IHSS care provider in the County of Monterey since 2010, representing fifteen years of service to the IHSS community; and

WHEREAS, after initially providing IHSS care services for a family member, Ms. Ramirez was inspired to extend her caregiving skills to complete strangers in need, modeling what it means to be an IHSS caregiver on the County of Monterey's Public Authority Registry; and

WHEREAS, Ms. Ramirez is recognized for her extraordinary commitment, specifically, working for seven different care recipients since 2010, most of whom have extraordinary care needs and are at the highest risk for out-of-home placement without Ms. Ramirez to care for them; and

NOW, THEREFORE, BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all its residents, the Department of Social Services, and members of the IHSS Advisory Committee, do hereby recognize and honor **Gloria Ramirez** as the 2025 IHSS Provider of the Year.

PASSED AND ADOPTED upon motion of Supervisor_____, seconded by Supervisor _____and carried this_____day of November, 2025, by the following vote, to wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book_____for the meeting on_____, 2025.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-208

Item No.5

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 11/10/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing November 17 through November 21, 2025, as California Clerk of the Board of Supervisors Week. (Supervisor Lopez)

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No.:
Adopt a resolution recognizing November 17 through November 21, 2025, as **California Clerk of the Board of Supervisors Week**

WHEREAS, California counties provide many services that are essential to the lives of Californians; and

WHEREAS, the position of the Clerk of the Board of Supervisors plays an integral role in the function of California County government; and

WHEREAS, the Clerk of the Board performs many legally mandated functions that protect and preserve the rights of the citizens to an open and accessible government; and

WHEREAS, the Clerk of the Board's Office in the County of Monterey works diligently to serve the residents of our community with integrity and professionalism, ensuring transparency, accessibility, and efficiency in local government operations; and

WHEREAS, the work performed by Clerks of the Board is a time-honored and vital part of local government; and

WHEREAS, the Clerk's duties of record keeping is revered, their work among the earliest recorded on behalf of the public, and Clerks have long pledged to maintain their neutrality and impartiality of the proceedings of government; and

WHEREAS, the California Clerk of the Board of Supervisors Association, an affiliate of the California State Association of Counties, is organized to promote the principles of good government, to represent the interests of Clerks of the Board with legislative bodies and other professional organizations, to encourage the development of professional growth and education, and to support the objectives of all regional groups established within the Association; and

WHEREAS, it is most appropriate that we recognize the accomplishments of Clerks of the Board across the 58 counties in the State of California.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby recognizes the week of November 17 through November 21, 2025, as "California Clerk of the Board of Supervisors Week*"* in recognition of the high level of services bestowed upon the people of Monterey County.

PASSED AND ADOPTED on this __ day of ___ 2025, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-203

Item No.6

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 10/30/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Kimberley Moore for her distinguished career in public service and congratulating her on her well-deserved retirement. (Supervisor Lopez)

Before the Board of Supervisors in and for the
County of Monterey, State of California

Resolution No.
Adopt a resolution honoring **Kimberley Moore** for her distinguished career in public service and congratulating her on her well-deserved retirement.

WHEREAS, Kimberley Moore has dedicated nearly thirty-six years to the field of Human Resources, including more than thirty years in public service, and has been a valued member of the County of Monterey since October 2001; and

WHEREAS, Kimberley Moore has served as Assistant Director of Human Resources since February 2014, providing steady leadership and continuity under three different Directors of Human Resources, demonstrating professionalism, integrity, and unwavering dedication to the County and its workforce; and

WHEREAS, Kimberley Moore began her Human Resources career with San Francisco French Bread in Castroville, California, from 1989 to 1996, and later joined California State University Monterey Bay as a Recruitment and Compensation Analyst from 1996 to 2001, where she was a founding Human Resources staff member and completed the Exceptional Manager program; and

WHEREAS, throughout her career with the County, **Kimberley Moore** played an integral role in advancing modernization and efficiency, helping to implement the County's first Enterprise Resource Planning system in 2010 and multiple NEOGOV modules including Insight, OHC, Learn, and Onboard, as well as contributing to the establishment of the Human Resources Department as a stand-alone entity outside of the County Administrative Office; and

WHEREAS, Kimberley Moore continually pursued professional growth, earning credentials through the California State Association of Counties (CSAC) Leadership Program, National Association of Counties (NACo) High Performance Leadership Academy, Intergovernmental Management Training Program, ITIL Foundation in IT Service Management, and other leadership programs; and

WHEREAS, Kimberley Moore's lifelong commitment to public service is matched by her lifelong roots in Monterey County, where she was born and raised on the Monterey Peninsula, attended local schools, and proudly represents a family of Veterans who served at Fort Ord; and

WHEREAS, Kimberley Moore is admired by colleagues for her dedication, compassion, professionalism, consistency, honesty, mentorship, teamwork, and willingness to help, which have left a lasting impact on the organization and those fortunate to have worked alongside her; and

WHEREAS, beyond her professional accomplishments, **Kimberley Moore** and her husband Frank Johns have shared thirty years of marriage, enjoy playing music together, with Kim being the avid San Francisco 49ers fan, and share their home with their beloved dog, Layla.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Monterey, on behalf of the County and all of its residents, hereby acknowledges, commends, and expresses its deepest gratitude to **Kimberley Moore** for her distinguished service, exceptional leadership, and lasting contributions to the County of Monterey, and congratulates her on her well-deserved retirement, wishing her continued joy, adventure, and fulfillment in the years ahead.

PASSED AND ADOPTED on this __ day of ____ 2025, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book_____ for the meeting on _____.

Dated: Valerie Ralph, Clerk of the Board of Supervisors

County of Monterey, State of California

By _____

Deputy

County of Monterey

Board Report

Legistar File Number: CR 25-202

Item No.7

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 10/30/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing Rededication of the Castro Plaza Family Resource Center on National Parent Involvement Day and Recognizing the Castroville Coalition. (Supervisor Church)

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No.:

Adopt a resolution recognizing **Rededication of the Castro Plaza Family Resource Center on National Parent Involvement Day and Recognizing the Castroville Coalition.**

WHEREAS, the **Castro Plaza Family Resource Center (FRC)** stands as a lasting symbol of community resilience and collective action, originally established through the partnership of local families, the **North Monterey County Unified School District**, and community-based organizations committed to improving access to essential services; and

WHEREAS, the **Castro Plaza FRC** has long served as a trusted hub for families in the unincorporated community of Castroville and surrounding areas, providing access to health, education, and social resources that strengthen the well-being and academic success of children and youth; and

WHEREAS, the origins of the **Family Resource Center** are deeply rooted in the work of the **Castroville Coalition**, a grassroots partnership of residents and local leaders first formed in 2001 as a response to a need for local input and guidance on the distribution of County of Monterey redevelopment funds and united by a shared vision to build a healthier, safer, and more equitable community; and

WHEREAS, The Castroville Coalition was instrumental in conducting a 7-year-long intensive process that engaged all sectors of the community regarding how redevelopment activities could have a positive impact on the town of Castroville. The result was the development of the **Castro Plaza FRC** and a local branch of the Monterey County Free Libraries system, and the generation of $450,000 in addition to governmental resources to launch the Castro Plaza project.

WHEREAS, the **Castroville Coalition's legacy** continues to inspire the district's ongoing **student and family support efforts**—uplifting student and family voices, strengthening partnerships, and fostering belonging through shared leadership, collaboration, and community-driven initiatives; and

WHEREAS, National Parent Involvement Day celebrates the vital role of parents and caregivers as partners in their children's education, honoring their leadership, advocacy, and ongoing contributions to building a stronger, more connected North Monterey County community; and

WHEREAS, the **Rededication of the Castro Plaza Family Resource Center** marks a new chapter of revitalization—one that honors the past while envisioning a future where every family has access to opportunities, services, and spaces that foster empowerment, equity, and hope;

NOW, THEREFORE, BE IT RESOLVED THAT, the (Monterey country) **North Monterey County Unified School District**, in partnership with community leaders, families, and members of the **Castroville Coalition**, proudly rededicates the **Castro Plaza Family Resource Center** on this day, recognizing it as a cornerstone for family empowerment, community transformation, and collective well-being; and

BE IT FURTHER RESOLVED THAT, the District declares this occasion as **National Parent Involvement Day**, celebrating all families who continue to strengthen the social and cultural fabric of our community through their dedication, leadership, and love.

PASSED AND ADOPTED on this __ day of ___ 2025, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: APP 25-171

Item No.8

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 10/30/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Robert Chacanaca to the Housing Advisory Committee representing District 2 with a term end date of May 31, 2027. (District Specific - District 2, Supervisor Church)

County of Monterey
Valerie Ralph
CLERK OF THE BOARD
BOARD OF SUPERVISORS

168 W. Alisal Street 1st Floor
Salinas, CA 93901
O: (831) 755-5066 Option 6
F: (831) 755-5888
cob@countyofmonterey.gov

To: Clerk of the Board's Office

From: Supervisor Glenn Church

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 11/18/2025

Appointment to the Housing Advisory Committee

Nominated Appointee: Robert Chacanaca

Nominated by: District 2, Supervisor Church

Representing: District 2

Reason for Nomination:

- ○ New Term
- ◉ Reappointment
- ○ Filling an Unscheduled / Unexpired Term

Term:

Start Date: 06/01/2025 Term End Date: 05/31/2027

County of Monterey
Valerie Ralph
CLERK OF THE BOARD
BOARD OF SUPERVISORS

168 W. Alisal Street 1st Floor
Salinas, CA 93901
O: (831) 755-5066 Option 6
F: (831) 755-5888
cob@countyofmonterey.gov

Housing Advisory Committee Application

Robert Chacanaca

District: 2
Initialed Application: Yes

Applicant

First Name: **Robert**
Middle Initial:
Last Name: **Chacanaca**

Employment

Occupation:
Job Title:
Employer: **Retired for the last 5 years**

Interests and Experiences

Able to attend meetings regularly and devote the time necessary to fulfill duties as a member?

Yes

Currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group?

Yes

Housing Advisory Committee

Has served on an advisory group before?

Yes

I am currently serving on the Housing Advisory Committee.

Please tell us about yourself and why you want serve:

I am currently serving and would like to be reappointed to continue on the committee.

Please state the reason you would like to be a member of this board committee/commission/district:

I seek solutions to affordable housing in Monterey County.

How did you hear about the position?:

Glenn Church

Please identify any specialized accommodations needed for equal participation:

None needed.

County of Monterey

Board Report

Legistar File Number: APP 25-172

Item No.9

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 10/30/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Joe Burnett to the Fish & Game Advisory Commission representing District 4 with a term end date of February 1, 2028 (District Specific - District 4, Supervisor Root Askew)

County of Monterey
Valerie Ralph
CLERK OF THE BOARD
BOARD OF SUPERVISORS

168 W. Alisal Street 1st Floor
Salinas, CA 93901
O: (831) 755-5066 Option 6
F: (831) 755-5888
cob@countyofmonterey.gov

To: Clerk of the Board's Office

From: Eric Mora

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 11/18/2025

Appointment to the Fish & Game Advisory Commission

Nominated Appointee: Joe Burnett

Nominated by: Currently an commission member

Representing: District 4

Reason for Nomination:

- ○ New Term
- ◉ Reappointment
- ○ Filling an Unscheduled / Unexpired Term

Term:

Start Date: 02/01/2025 Term End Date: 02/01/2028

County of Monterey
Valerie Ralph
CLERK OF THE BOARD
BOARD OF SUPERVISORS

168 W. Alisal Street 1st Floor
Salinas, CA 93901
O: (831) 755-5066 Option 6
F: (831) 755-5888
cob@countyofmonterey.gov

Fish & Game Advisory Commission Application

Joe Burnett

District: 4
Initialed Application: Yes

Applicant

First Name: **Joe**
Middle Initial:
Last Name: **Burnett**

Employment

Occupation:
Job Title:
Employer:

Interests and Experiences

Able to attend meetings regularly and devote the time necessary to fulfill duties as a member?

Yes

Currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group?

Yes

Monterey County Fish and Game Advisory Commission

Has served on an advisory group before?

Yes

Since 2018

Please tell us about yourself and why you want serve:

I have deep passion for wildlife and fishing

Please state the reason you would like to be a member of this board committee/commission/district:

To help protect wildlife in conjunction with enhancing hunting and fishing opportunities

How did you hear about the position?:

Currently an commission member

County of Monterey

Board Report

Legistar File Number: APP 25-174

Item No.10

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 11/10/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Omar Perez-Sandoval to Monterey County Workforce Development Board as a Business Representative with a term expiration date on November 18, 2028. (Nominated by Monterey County Workforce Development Board)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From:

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: November 18, 2025

Appointment to the: Monterey County Workforce Development Board

Nominated by: Monterey County Workforce Development Board

Representing: Business

Nominated Appointee:

Name: Omar Perez-Sandoval

Address:

Telephone number(s):
Primary Phone:

Email:

Contact preference: ☐ USPS Mail or via Email ☒

Reason for Nomination:

☒ New Appointment

Replacing Member: N/A

☐ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

Reason: ☐ Resignation ☐ Death ☐ Term not completed ☐ Other (explain)

Clerk noticed of Unscheduled/Unexpired Term on:

Earliest Board of Supervisors' meeting date appointment can be set is: November 18, 2025

Term:

Start Date: November 18, 2025 Expiration Date: November 18, 2028

Today's Date
10/09/2025
CONTACT INFORMATION
Name:
Omar Perez-Sandoval
Title:
Workforce Development Associate
Phone:
[redacted]
Email:
[redacted]
City of Residence:
Monterey
BUSINESS INFORMATION
Business Name:
Joby Aviation
Business Address:
[redacted]
Business Website:
[redacted]
Number of Current Employees:
2000+
Number of Years with Current Business:
4
Number of Years the Business has been in business in Monterey County:
8
Please describe the nature of the Business and your position within the Business:

Joby Aviation is a California-based transportation company developing an all-electric, vertical take-off and landing (eVTOL) aircraft which it plans to operate as part of a fast, quiet, and convenient service in cities around the world. Joby has over 2,000 employees, with more than 1,000 in California, primarily across Monterey, Santa Cruz, and San Mateo counties. Its pilot aircraft production facility, located in Marina, CA, is undergoing significant scaling efforts. As the workforce Development Associate, I manage the Workforce Development programs, outreach and education partnerships.

Please list any professional award(s) or recognition(s) you have received within the last 5 years:

Earned a Private Pilot License and Advanced Ground Instructor rating from the Federal Aviation Administration (FAA).

Secured and was awarded multiple grant funding sources for training programs.

Honored with the Andy Newton STEM Internship Partner Award from Hartnell Community College.

As a member of your business with optimum policy authority, please describe your responsibilities within your organization:

As the Workforce Development Associate, I oversee workforce development initiatives, including internships and apprenticeship programs. I am currently leading efforts to secure accreditation for the Joby Aviation Academy and registering multiple occupations with the U.S. Department of Labor and the Department of Apprenticeship Standards.

I spearhead outreach initiatives and build strategic partnerships with local school boards, post-secondary institutions, and school districts to align Career and Technical Education (CTE) pathways with industry needs. Through these efforts, I aim to strengthen workforce pipelines and better serve our local community.

Monterey County Workforce Development Board

What do you hope to contribute from your participation on the Monterey County Workforce Development Board?

I hope to bring industry insight to help consult on future initiatives. Helping to bridge the gap between the public sector and the private sector.

What experience in the areas of fundraising, budget analysis, workforce policy development, youth services, knowledge of the labor market, and community involvement or linkages with educational agencies do you bring to the Monterey County Workforce Development Board, as applicable?

I coordinate outreach programs and manage community engagement events, including school career fairs, recruiting events, and manufacturing tours, to strengthen brand awareness and foster goodwill within our local community. I collaborate closely with PVUSD, MCUSD, Hartnell Community College, Monterey Peninsula Community College,

Cal State Monterey Bay, and Cabrillo Community College to help develop the future workforce needed to support Joby's expansion and commercial operations.

I ensure strong organizational visibility and coordinate workflows for major corporate and technology events such as Reindustrialize Detroit, Oshkosh, the Salinas International Airshow, and the Formula Grand Prix in Austin.

I work in close partnership with our manufacturing and recruiting teams to understand both hard and soft skill requirements for open roles, enabling me to serve as a knowledgeable consultant to the Santa Cruz and Monterey County Workforce Boards.

Additionally, I have collaborated with Cuesta Community College to secure Industry Driven Regional Collaboratives (IDRC) grant funding for the "NextGen Education for Sustainable Electric Aircraft Maintenance" initiative. This grant focuses on addressing workforce gaps in the Advanced Air Mobility (AAM) sector—particularly for aircraft mechanics—by developing a cutting-edge, replicable curriculum and creating work-based learning opportunities that lead to in-demand, high-wage careers on California's Central Coast.

Membership on the Monterey County WDB requires that each member attend a full WDB meeting every two months, attend training sessions for board members and become an advocate for workforce development. The time commitment for these activities ranges from a minimum of 2 to 4 hours per month. Can you make that time commitment?

Yes

Membership on the Monterey County WDB requires that each member serves on a subcommittee. The time commitment for this activity ranges from a minimum of 2 to 3 hours per month. Can you make that time commitment?

Yes

Why do you wish to serve on the Monterey County Workforce Development Board?

I've had a very positive experience collaborating with MCWDB on The OJT and Summer Youth Internship programs. I have been instrumental in helping Joby build programs that help attract and train locals for occupations that are uncommon to the Central Coast. I thrive on building partnerships and creating pathways that inspire the next generation of aerospace leaders while strengthening industry talent pipelines.

There's no work more rewarding than paying it forward and helping others by shaping opportunities for them, just like the ones I've been given. I believe that my expertise and close ties with the community would be a valuable asset to the Board. I believe in the Board's mission and am committed to contributing meaningfully to its work.

Acknowledgment

I, the undersigned, certify that the information on this application is true and correct to the best of my knowledge and that, if appointed to serve, I will do so to the best of my ability and in the best interest of Monterey County and its citizens.



Date

10/09/2025

County of Monterey

Board Report

Legistar File Number: OBM 25-169

Item No.11

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 9/2/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Board Report

Legistar File Number: OBM 25-170

Item No.12

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 9/2/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

General Public Comments

Introduced: 11/10/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Consider the appointment of Jake Stroud as Treasurer-Tax Collector effective December 30, 2025, at 5:01 pm.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to:

a. Acknowledge the retirement of Mary Zeeb as elected Treasurer-Tax Collector effective December 30, 2025; and,
b. Appoint Jake Stroud as Treasurer-Tax-Collector effective December 30, 2025, at 5:01 pm.

SUMMARY:
Treasurer-Tax Collector Mary Zeeb will retire on December 30, 2025, leaving one year remaining in her four-year term. The Board of Supervisors (Board) is asked to consider the appointment of Jake Stroud as Treasurer-Tax Collector to ensure continuity of critical operational services to County residents. If approved, Mr. Stroud would assume responsibilities as Treasurer-Tax Collector effective December 30, 2025, at 5:01 pm, and serve for the remainder of the unexpired term.

DISCUSSION:
Mary Zeeb was sworn in as the Monterey County Treasurer-Tax Collector in December 2010. In accordance with Government Code Section 1750, the Board is informed of Ms. Zeeb's intent to retire as Treasurer-Tax Collector effective December 30, 2025, at 5:00 pm. Ms. Zeeb has served the residents of the County of Monterey for 38 years, including the last 15 as Treasurer-Tax Collector.

To ensure a seamless transition and uninterrupted delivery of essential services, it is requested that the Board consider the appointment of Jake Stroud as Treasurer-Tax Collector effective December 30, 2025, at 5:01 pm, through the remainder of the unexpired term ending on January 4, 2027 at 11:59 am.

Mr. Stroud is a public finance executive with over 15 years of leadership experience in state and county government, including nearly a decade with the County of Monterey Treasurer-Tax Collector's Office. For the past three years, he served as Assistant Treasurer-Tax Collector, directing all operational functions of the department, including oversight of the $3.5 billion Treasury Investment Pool serving the entire County government, all school districts, and most special districts; and the billing and collection of over $1.1 billion annually in property, cannabis, and transient taxes.

Mr. Stroud earned a Bachelor of Arts in Psychology from the University of Northwestern, Minnesota. He is an active member of the California Municipal Treasurers Association, serving on its Executive Board, and contributes to the California Association of County Treasurer-Tax Collectors through participation on multiple committees.

Mr. Stroud brings extensive knowledge of the California Revenue & Taxation Code, government investment practices, and debt collection programs. The combined education and experience that Mr. Stroud has acquired qualify him to lead the department and fulfill the term of his predecessor. The appointment of Jake Stroud will provide a seamless transition in leadership and continuity of critical services.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved the resolution as to form.

FINANCING:
There is no financial impact resulting from the approval of this item.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the continuity of critical government operations.

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

X Administrative

Prepared by: Karina Bokanovich, Management Analyst III
Approved by: Sonia M. De La Rosa, County Administrative Officer

Attachments:
Resolution
Zeeb Resignation Letter
J. Stroud Resume

Introduced: 11/10/2025 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** General Agenda Item

Consider the appointment of Jake Stroud as Treasurer-Tax Collector effective December 30, 2025, at 5:01 pm.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution to:

a. Acknowledge the retirement of Mary Zeeb as elected Treasurer-Tax Collector effective December 30, 2025; and,
b. Appoint Jake Stroud as Treasurer-Tax-Collector effective December 30, 2025, at 5:01 pm.

SUMMARY:

Treasurer-Tax Collector Mary Zeeb will retire on December 30, 2025, leaving one year remaining in her four-year term. The Board of Supervisors (Board) is asked to consider the appointment of Jake Stroud as Treasurer-Tax Collector to ensure continuity of critical operational services to County residents. If approved, Mr. Stroud would assume responsibilities as Treasurer-Tax Collector effective December 30, 2025, at 5:01 pm, and serve for the remainder of the unexpired term.

DISCUSSION:

Mary Zeeb was sworn in as the Monterey County Treasurer-Tax Collector in December 2010. In accordance with Government Code Section 1750, the Board is informed of Ms. Zeeb's intent to retire as Treasurer-Tax Collector effective December 30, 2025, at 5:00 pm. Ms. Zeeb has served the residents of the County of Monterey for 38 years, including the last 15 as Treasurer-Tax Collector.

To ensure a seamless transition and uninterrupted delivery of essential services, it is requested that the Board consider the appointment of Jake Stroud as Treasurer-Tax Collector effective December 30, 2025, at 5:01 pm, through the remainder of the unexpired term ending on January 4, 2027 at 11:59 am.

Mr. Stroud is a public finance executive with over 15 years of leadership experience in state and county government, including nearly a decade with the County of Monterey Treasurer-Tax Collector's Office. For the past three years, he served as Assistant Treasurer-Tax Collector, directing all operational functions of the department, including oversight of the $3.5 billion Treasury Investment Pool serving the entire County government, all school districts, and most special districts; and the billing and collection of over $1.1 billion annually in property, cannabis, and transient taxes.

Mr. Stroud earned a Bachelor of Arts in Psychology from the University of Northwestern, Minnesota. He is an active member of the California Municipal Treasurers Association, serving on

its Executive Board, and contributes to the California Association of County Treasurer-Tax Collectors through participation on multiple committees.

Mr. Stroud brings extensive knowledge of the California Revenue & Taxation Code, government investment practices, and debt collection programs. The combined education and experience that Mr. Stroud has acquired qualify him to lead the department and fulfill the term of his predecessor. The appointment of Jake Stroud will provide a seamless transition in leadership and continuity of critical services.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved the resolution as to form.

FINANCING:
There is no financial impact resulting from the approval of this item.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the continuity of critical government operations.

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

X Administrative

Prepared by: Karina Bokanovich, Management Analyst III
Approved by: Sonia M. De La Rosa, County Administrative Officer

Attachments:
Resolution
Zeeb Resignation Letter
J. Stroud Resume

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No.-_____

Acknowledge the retirement of Mary Zeeb as elected	)
Treasurer-Tax Collector effective December 30, 2025	)
and appoint Jake Stroud as Treasurer-Tax Collector	)
effective December 30, 2025, at 5:01 pm.	)

RESOLUTION AND ORDER OF APPOINTMENT

This Resolution and Order of appointment is made with reference to the following facts and circumstances:

WHEREAS, Mary Zeeb is the duly elected Treasurer-Tax Collector of the County of Monterey, whose term of office ends at 11:59 am on Monday, January 4, 2027; and,

WHEREAS, the Board of Supervisors is informed that Mary Zeeb intends to retire, pursuant to Government Code Section 1750, as Treasurer-Tax Collector effective December 30, 2025, leaving one year remaining in her four-year term; and,

WHEREAS, the Board is asked to consider the appointment of Jake Stroud as Treasurer-Tax Collector with a term commencing at 5:01 pm on December 30, 2025; and,

WHEREAS, the appointment of Jake Stroud as Treasurer-Tax Collector will ensure the continuity of operational services and departmental leadership through the remainder of the unexpired term ending on January 4, 2027, at 11:59 am.

NOW, THEREFORE, BE IT RESOLVED, the County of Monterey Board of Supervisors ACKNOWLEDGES the retirement of Mary Zeeb as the Treasurer-Tax Collector of the County of Monterey effective December 30, 2025, and her contributions to the County of Monterey and its residents during her tenure as Treasurer-Tax Collector; and,

FURTHERMORE, the County of Monterey Board of Supervisors hereby APPOINTS Jake Stroud as the County's Treasurer-Tax Collector for the period of December 30, 2025, at 5:01 pm, through the remainder of the unexpired term ending on January 4, 2027 at 11:59 am. During the term of his appointment, Jake Stroud shall have all powers, and shall promptly and faithfully discharge all duties and responsibilities, of the Office of the Treasurer-Tax Collector. The appointment shall become effective on or after December 30, 2025, at 5:01 pm.

PASSED AND ADOPTED by the Board of Supervisors of the County of Monterey, this 18th day of November, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book___ for the meeting on _____

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____ ,

Deputy

County of Monterey
TREASURER – TAX COLLECTOR
Mary A. Zeeb

168 West Alisal St. 1st Floor
Salinas, CA 93901
831 755 5057
taxcollector@countyofmonterey.gov

October 21, 2025

Sonia De La Rosa
County Administrative Officer
168 W. Alisal St.
Salinas, CA 93901

Dear Ms. De La Rosa:

After more than 38 years of dedicated service to the County of Monterey and the past 15 years as your elected Treasurer-Tax Collector, I am writing to provide you official notice of my retirement from the Office of Treasurer-Tax Collector, effective December 30, 2025 at 5:00 PM.

With sincere appreciation and warm regards,

Mary A. Zeeb
Treasurer-Tax Collector
County of Monterey

Treasurer-Tax Collector Website

JAKE STROUD

Collecting, protecting, and investing for the future of Monterey County

(831) 755-5828 stroudja@countyofmonterey.gov https://www.linkedin.com/in/jake-stroud/



SUMMARY

Proven public finance executive with 15+ years of leadership in state and county government, including nearly a decade with the County of Monterey Treasurer-Tax Collector's Office. Skilled in managing billion-dollar tax operations, safeguarding and strategically investing a $3.5B Treasury Pool, and modernizing processes to strengthen fiscal accountability, customer service, and public trust. Recognized statewide as a collaborative leader and trusted advisor with deep knowledge of California Revenue & Taxation Code, government investment practices, and debt collection programs. Committed to transparent, ethical, and innovative public service that delivers measurable results for Monterey County's residents, schools, and local agencies.

EXPERIENCE

Assistant Treasurer-Tax Collector

County of Monterey

06/2022 - Present Salinas, CA

- Oversee billing and collection of over $1.1 billion annually in property, cannabis, and transient occupancy taxes.
- Direct $3.5B Treasury Investment Pool serving entire County government, all school districts, and most special districts.
- Represent the Treasurer-Tax Collector before the Board of Supervisors, executive leadership, and interagency committees, serving as Acting Department Head in her absence.

Chief Deputy Treasurer-Tax Collector

County of Monterey

05/2020 - 06/2022 Salinas, CA

- Directed Revenue Division processing $600M annually and performing all public-facing operations.
- Led development of $8.5M operating budget, including three-year financial forecasts, budget narratives, and performance reporting.
- Oversaw performance of departmental contracts and ensured strict adherence to generally accepted accounting principles (GAAP) and County policies.
- Managed Treasury Division operations and investment compliance for a $3B pooled portfolio, ensuring safety, liquidity, and yield.

Revenue Operations Manager

County of Monterey

04/2017 - 05/2020 Salinas, CA

- Managed centralized revenue collection operation, achieving 99.5% average customer satisfaction.
- Directed hiring, training, and development of a 20-member team across management and support roles, while also completing staffing reorganization saving $115K annually.
- Spearheaded department-wide IT modernization efforts, including cloud-based call center implementation and case management system semi-automated business plan.
- Chaired multi-agency Collection Committee with representatives from Superior Court, Probation, and District Attorney's Office.

EXPERTISE

Government

Extensive experience collaborating within state and local government organizations to enhance organizational culture and drive results for greater public good

Leadership

Strong foundation of ethics, integrity, and service coupled with thorough experience of the County of Monterey's tax systems, investment practices, and budget processes

Tax

Comprehensive operational knowledge of Revenue and Taxation Code and County of Monterey ordinances related to property tax, transient occupancy tax, and cannabis tax generating over $1.1B annually

Investments

Prudent oversight of $3.5B Treasury Investment Pool in compliance with CA Government Code prioritizing safety, liquidity, and yield for all County departments and school districts as well as most special districts within the county

Strategy

Established record of strategic planning, program innovation, and personnel development for high-performing teams

CERTIFICATIONS

Certified California Municipal Treasurer

California Municipal Treasurers Association

Certified Public Funds Investment Manager

Association of Public Treasurers of the United States and Canada

Certified Government Investment Professional

Government Investment Officers Association

Executive Credential

California State Association of Counties

High Performance Leadership Master

National Association of Counties

EXPERIENCE

Management Analyst 4

Minnesota Department of Revenue

04/2015 - 05/2017 St. Paul, MN

- Directed e-Services program supporting 5M users and processing $11B annually in statewide tax revenue.
- Led complex process improvement initiatives and trained executive and technical staff across the state.
- Delivered timely, data-informed recommendations to agency leadership and maintained cross-functional project delivery.

Revenue Collection Officer 3

Minnesota Department of Revenue

05/2012 - 04/2015 St. Paul, MN

- Designed and launched the Unified Action Team, significantly increasing division productivity.
- Built and maintained SharePoint-based performance tracking tools and training systems.
- Conducted noncompliance investigations involving audit reviews and asset tracing.

Revenue Collection Officer 2

Minnesota Department of Revenue

07/2010 - 05/2012 St. Paul, MN

- Consistently exceeded monthly performance targets: $92K collected, 15 cases closed, 99% quality score.
- Authored procedures and conducted e-Services quality assurance and user training programs.

TRAINING

Elect>Ed Debt Issuance & Administration Series
California Debt and Investment Advisory Commission

Advanced Public Funds Investing
California Debt and Investment Advisory Commission

The 10-Step Investment Management Program
PFM Asset Management

Supervisor Development Program
California State University, Monterey Bay

Fundamentals of Public Finance
PFM Asset Management

Leadership Academy
Minnesota Department of Revenue

Inside Education
Monterey County Office of Education

AgKnowledge
Grower-Shipper Association

EDUCATION

Bachelor of Arts (BA), Psychology

University of Northwestern

2006 - 2009 St. Paul, MN

GPA
4.0 / 4.0

- Summa Cum Laude
- Dean's List
- Psi Chi International Honor Society
- All-conference Varsity Football Captain

AWARDS

Efficiency Revenue Star Award

Plain Language Project Team Achievement Award

Sustained Exceptional Performance Individual Achievement Award

Governor's Award for Continuous Improvement

"Capture the Moment" Workplace Excellence Award

MEMBERSHIPS

Executive Board Member

California Municipal Treasurers Association

2024 - Present

North Division Chair

Committee Member

California Association of County Treasurers and Tax Collectors

2020 - Present

Treasurers Committee
Information Technology Committee

Member

California Society Of Municipal Finance Officers

2024 - Present

Conference Distinguished Speaker

Member

California Revenue Officers Association

2017 - Present

Member

Government Investment Officers Association

2023 - Present

Introduced: 10/27/2025
Version: 1

Current Status: Scheduled AM
Matter Type: General Agenda Item

Receive the 2025 Economic Contributions of Monterey County Agriculture report from the Agricultural Commissioner.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Receive the 2025 Economic Contributions of Monterey County Agriculture report from the Agricultural Commissioner.

SUMMARY/DISCUSSION:
The 2025 Economic Contributions of Monterey County Agriculture report is the fourth in the Crop Report Plus Series and seeks to quantify agriculture's total economic contribution. The report goes beyond the crop report and shows the importance of agriculture in Monterey County as well as its ripple effects into our community.

This report also explores how agriculture fits into the larger economic picture and shows the diversity of our agricultural industry and its resiliency in navigating weather swings, market fluctuations, and natural disasters.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
None.

FINANCING:
Costs associated with the production of this report are included in the FY 202-25 budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Agriculture is the largest contributor to the County's economy. This report quantifies the contribution provided by agriculture.

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
_x__ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Berlina Espinoza, Administrative Secretary-Confidential, x7301
Approved by: Juan Hidalgo, Agricultural Commissioner, x7302

Attachments:
Board Report

County of Monterey

Board Report

Legistar File Number: 25-801

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 10/27/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
None.

FINANCING:
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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Agriculture is the largest contributor to the County's economy. This report quantifies the contribution provided by agriculture.

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
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_x__ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Berlina Espinoza, Administrative Secretary-Confidential, x7301
Approved by: Juan Hidalgo, Agricultural Commissioner, x7302

Attachments:
Board Report

Introduced: 11/7/2025 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Authorize the Contracts and Purchasing Officer or designee to execute a contract with Correctional Healthcare Partners Monterey, Inc. (CHP Monterey, INC.), effective January 1, 2026, through June 30, 2031, for the medical, dental, psychiatric, and Jail Based Competency Treatment services for incarcerated persons at the Monterey County Jail in an amount not to exceed $139,396,760; and
b. Authorize the Contracts and Purchasing Officer or designee to sign up to two (2) future one (1) year amendments to this agreement where the total amendment(s) do not significantly change the scope of work and do not cause an annual increase per amendment of more than the July 1, 2030 through June 30, 2031annual contract amount plus ten percent 10%; or
c. Authorize the Contracts and Purchasing Officer or designee to sign one (1) additional two-year amendment with successful and maintained National Commission on Correctional Health Care (NCCHC) Accreditation during the initial contract term where the total amendment does not significantly change the scope of work and does not cause an annual increase of more than the July 1, 2030 through June 30, 2031 annual contract amount plus 10%.

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SUMMARY/DISCUSSION:

In February 2025, the Sheriff's Office, in collaboration with the Contracts and Purchasing Office issued a Request For Proposal (RFP) #10939 for jail medical, dental, psychiatric, and Jail Based Competency Treatment services.

The Sheriff's Office engaged with the Contracts and Purchasing Office, Natividad Medical Center,

Monterey County Health Services, and the Los Angeles County Department of Health Services to participate in the evaluation and selection process. This broad approach to evaluating the proposals provided the Sheriff's Office and County a strong sense of transparency and subject matter expertise that increased the breadth and depth of inquiry in the process.

Final proposals were due in April 2025. In June 2025, the RFP review and evaluation process was completed and CHP Monterey, INC. was selected as the future medical provider beginning January 1, 2026 for those in the custody and care of the Monterey County Sheriff's Office at the Monterey County Jail. The contract will be effective January 1, 2026, through June 30, 2031, and includes provisions for possible contract extensions. The establishment of this contract will see a significant increase in cost for Correctional Healthcare Services and staffing for the delivery of correctional healthcare services at the Monterey County Jail. Correctional healthcare contracted staffing will increase from current staffing of 54 FTE to 89.95 FTE which directly impacts the delivery of healthcare services.

Medical and mental health care at the state and county levels in California has undergone a significant transformation in the last several years. These changes have been driven by both advocacy and litigation. Locally, these changes have been further amplified by *Hernandez et al v. County of Monterey, et. al., Case Number: 5:13-cv-02354-BLF* settlement agreement and the steady increase in vulnerable population incarcerated persons. We also recognize the need for increased medical and mental health services within this segment of our community. Importantly, community conversations, advocacy and the CalAIM process have afforded us an opportunity to unify in meaningful ways community care and correctional care. This has resulted in the Monterey County Sheriff's Office Corrections Operations Bureau developing and expanding our medical and mental health programs to offer coordinated in-custody care and seamless transitions between the community and custody.

These changes have also created a deeper clinical approach to health assessments, and as a result, the jail is experiencing a substantial increase in observed and reported illness and injury during the intake process. In turn, this is creating a higher demand for follow up treatment during their custody stay. Additionally, since implementation of the 2011 Public Safety Realignment (AB 109) the Sheriff's Offices has realized longer custody stays among the incarcerated population and increased chronic medical care issues.

This contract incorporates performance metrics to ensure accountability and contract adherence. These performance metrics are mirrored to the NCCHC standards for medical and mental health services in jails. NCCHC is the leader in correctional healthcare regulation and accreditation. NCCHC regularly works with the United States Bureau of Justice Assistance to advance Federal medical and mental health programs throughout the nation and are strong advocates for whole person care both in custody and when returning to the community.

CHP Monterey, INC. has a proven ability to maintain a high level of stable staffing. Their experience in the California correctional medical services market has given them the ability to recruit and retain some of the most highly-trained medical professionals in the State of California. CHP Monterey, INC. has realized their market influence and is working to increase collaboration and partnerships with local colleges and universities to allow nursing and mental health students the ability to receive training and

introduction into correctional healthcare.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved this amendment as to form. Staff from the Health Department, Contracts and Purchasing Office, County Counsel, Risk Management, and Natividad Medical Center were engaged throughout this agreement's RFP process.

FINANCING:
The Sheriff's Office FY25-26 budget includes $15.1 million for Correctional Healthcare Services. Total estimated cost for FY25-26 when combining the services of our current vendor and CHP Monterey, Inc. is $19.3 million. The Sheriff's Office FY25-26 budget will require approximately $4.2 million in augmentation funding to fund Correctional Healthcare Services this fiscal year. The Sheriff's Office will work with the CAO's Office to identify funding for this fiscal year and return to the Board of Supervisors after the County FY25-26 mid-year budget presentation. Funding for future years of this agreement will be addressed during the annual County budget building process.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Mark a check to the related Board of Supervisors Strategic Plan Goals.
_X__ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
_X__ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Timothy Lanquist, Chief Deputy, ext#3887
Reviewed by: Keith Boyd, Undersheriff, ext#3859
Approved by: Tina M. Nieto, Sheriff-Coroner, ext#3750

Attachments:
Agreement between County of Monterey and Correctional Healthcare Partners, INC., DBA CHP Monterey, INC.
Attachment A - Scope of Work
Attachment B - Staffing Plan
Attachment C - Health Insurance Portability and Accountability Act (HIPPA)
Attachment D - Performance Metrics
Attachment E - Joint Defense Agreement
Attachment F - JBCT Scope of Work

Introduced: 11/7/2025
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Attachment F - JBCT Scope of Work

AGREEMENT BETWEEN COUNTY OF MONTEREY

AND

CORRECTIONAL HEALTHCARE PARTNERS, INC., DBA CHPMONTEREY, INC.

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and **CHPMONTEREY, INC.** hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP #10939) for Agreements to provide correctional health services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW, THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10939 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10939**.** The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

The AGREEMENT and its related exhibits, RFP #10939 dated March 27, 2025, including all attachments, Exhibits, Addendum 1, Addendum 2, Addendum 3, and CONTRACTOR's Proposal dated April 2, 2025.

1.2 These documents are on file with the County's Contracts/Purchasing Division.

1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the AGREEMENT, the documents shall be construed in the following order: AGREEMENT, AGREEMENT Exhibits A through F, RFP #10939**,** Addendum 1, Addendum 2, Addendum 3, and CONTRACTOR's Proposal, including all attachments and exhibits.

1.4 CONTRACTOR warrants that CONTRACTOR and its agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.

1.5 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.

1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

1.7 In all instances, the services provided by CONTRACTOR shall be in compliance with all applicable state and federal laws, including Title 15. In all instances, the services provided by CONTRACTOR shall be in compliance with all Court orders in the matter of *Hernandez et al v. County of Monterey, et. al.*, Case Number: 5:13-cv-02354-BLF. The component parts of this AGREEMENT include the following:

1.7.1 Scope of Work attached as Exhibit A.

1.7.2 Staffing Plan attached as Exhibit B.

1.7.3 Business Associate Agreement attached as Exhibit C.

1.7.4 Performance Metrics attached as Exhibit D.

1.7.5 Joint Defense Agreement attached as Exhibit E.

1.7.6 Jail Based Competency Treatment Program Agreement attached as Exhibit F.

1.7.7 Any Court orders in the matter of *Hernandez et al v. County of Monterey et. al.*, Case Number: 5:13-cv-02354-BLF.

1.7.8 Certificate of Insurance, and Additional Insured Endorsements.

1.8 All of the above-referenced AGREEMENT documents are intended to be complementary. Work required by one of the above-referenced agreement documents and not by others shall be done as if required by all. In the event of any conflict (direct or indirect) among any of the exhibits and the AGREEMENT, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that the Scope of Work (Exhibit A) shall be performed to

the greatest extent feasible.

2.0 SCOPE OF SERVICE

2.1 **Scope of Work.**

CONTRACTOR shall provide comprehensive, on-site medical, dental, mental health, and Jail Based Competency Treatment (JBCT) services to incarcerated individuals at the Monterey County Jail, located at 1410 Natividad Road, Salinas, California 93906. These services shall be delivered in accordance with the standards of the National Commission on Correctional Health Care (NCCHC), Title 15 and Title 24 of the California Code of Regulations, and all applicable federal and state laws, including compliance with all terms and conditions contained within Exhibit A (Scope of Work) and Court orders in the matter of *Hernandez et al v. County of Monterey, et. al.*, Case Number: 5:13-cv-02354-BLF.

2.1.1 The Scope of Work for County Adult Detention is described in Exhibit A attached hereto.

2.2 **Method of Performing Services.**

CONTRACTOR will determine the method, details, and means of performing the above-described services within the parameters outlined within this AGREEMENT including all exhibits and attachments. County may not control, direct, or supervise CONTRACTOR's employees or subcontractors in the performance of these services.

2.3 **Equipment and Facilities.**

2.3.1 County shall provide the space, housekeeping, linen, furniture, fixtures, utilities, telephone (excluding toll calls), security, and other items necessary for the efficient operation of the health care delivery system.

2.3.2 CONTRACTOR shall provide all reasonably necessary medical equipment and supplies, including but not limited to, medicines, drugs, dressings, instruments, gloves and medical/dental personnel wearing apparel. CONTRACTOR shall also launder contaminated linen and dispose of contaminated materials.

2.3.3 CONTRACTOR is authorized to use County medical equipment currently on the premises. CONTRACTOR agrees to safeguard said equipment. Equipment is to be used only by those trained and qualified in their use. CONTRACTOR shall reimburse County for all losses resulting from the negligent or careless use of said equipment or other County property or facility by CONTRACTOR's personnel.

2.3.4 CONTRACTOR shall be responsible for procuring its own medical waste disposal services for the appropriate disposal of each type of medical waste (i.e., pharmaceutical, pathological, biohazard, hazardous, etc.) generated as a result of the services provided.

2.3.5 CONTRACTOR, its employees, and subcontractors who are hired by CONTRACTOR to provide hazardous material disposal services pursuant to this AGREEMENT shall comply with the Superfund Amendments and Reauthorization Act (SARA) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) while performing all services under this AGREEMENT. CONTRACTOR shall be solely responsible for the transportation and disposal or release of any hazardous material. County does not take responsibility for the improper packaging, storage, and/or transportation of any hazardous materials ordered by it for services performed under this Agreement.

2.3.6 CONTRACTOR shall furnish and pay for the timely provision and repair of medical orthoses, prostheses, and other aids to impairment including, but not limited to, the following: braces, shoe inserts, splints, prostheses, prescription eyeglasses, hearing aids, corrective shoes, canes, walkers, and wheelchairs that are deemed medically necessary.

2.4 **Hours and Personnel.**

2.4.1 CONTRACTOR shall maintain adequate health personnel to provide services required herein. CONTRACTOR's personnel performing professional medical services shall be duly licensed in the State of California, except for medical residents and Interns following a course of study, authorized for training by the CONTRACTOR. The CONTRACTOR's personnel shall practice medicine in accordance with accepted medical standards in the community.

2.4.2 CONTRACTOR shall have a licensed qualified Board Certified or Board Eligible physician designated as Medical Director or lead physician. The individual shall have a specialty certification in the field of internal medicine, family practice, or emergency room (ER) medicine. The physician's licenses and credentials shall remain up to date and in good standing. The Medical Director will be responsible for overall health care delivery at the facility, for ensuring the quality of health care provided, and supervising the practice of nurse practitioners, registered nurses, and other ancillary personnel, should such personnel be utilized.

Physicians who are not board certified at the time of their start at the Monterey County Jail must obtain board certification within the timeframe defined by their specialty board. Failure to become board certified within the specified time period shall result in automatic termination of assignment. Once certified by a recognized Board, the Medical Director must remain certified as a condition for assignment to the Monterey County Jail. If the physician's board certification lapses for any reason, they shall have a grace period of two (2) years from the loss of certification to regain board certification. Failure to regain board certification within the specified time period shall result in automatic termination of assignment.

2.4.3 CONTRACTOR shall hire and maintain an onsite Program Administrator who will be designated as the liaison between CONTRACTOR and County. The Program Administrator shall be responsible for the investigation of all complaints that relate to CONTRACTOR's operations, including incarcerated person grievances. These investigations shall be summarized in writing and will include CONTRACTOR's findings, position and corrective plan, as applicable.

2.4.4 Copies of licenses and/or records of certification for all medical personnel are to be furnished to the Medical Director who must at all times have them available for examination. Copies of these documents shall be maintained onsite in the medical unit.

2.4.5 CONTRACTOR shall be responsible for time and attendance accountability.

2.4.6 County's Sheriff reserves the right to perform background or security checks of CONTRACTOR's personnel as a condition of granting them access to the County detention facility. The Sheriff has the sole discretion to determine security acceptability of all CONTRACTOR-personnel at any time during the Contract period, and personnel found to be an unacceptable security risk shall not be given access to the facility. No new CONTRACTOR personnel shall be brought to the facility without the prior approval of the Sheriff or their designee.

2.4.7 CONTRACTOR shall maintain the staffing pattern hours and availability as described in Exhibits A and B of this AGREEMENT as the minimum staffing level. Any modification of the proposed staffing pattern shall require written notification and justification by CONTRACTOR to the Monterey County Sheriff's Office with mutual agreement by the Sheriff's Office to authorize an amendment.

2.4.8 CONTRACTOR shall notify the Sheriff's Office within twenty-four (24) hours of its knowledge of an employee or subcontractor's arrest(s).

2.4.9 All CONTRACTOR's employees must wear identification badges at all times while within the County Jail.

2.4.10 CONTRACTOR shall have an affirmative duty to immediately notify Corrections Operations Bureau Chief Deputy Sheriff or their designee of any personnel issue or concern that may have an impact on operations or expose County and/or Sheriff's Office to liability, administrative action or undue public scrutiny. This shall include, but not be limited to, suspected employee theft, misuse of county or contractor property, substance abuse or mistreatment of incarcerated persons physically, mentally or violation of their civil rights.

2.4.11 All services shall be performed to the satisfaction of County. County shall be reasonable in making this determination. CONTRACTOR may enter into subcontracts for the performance of obligations. However, no subcontract shall be entered into without the prior written approval of County, which such approval shall not be unreasonably withheld, conditioned, or delayed.

2.4.12 County shall approve all appointments to the positions of Health Services Administrator, Medical Director and Director of Nursing.

2.4.13 CONTRACTOR acknowledges that their employee's access to the Monterey County Jail is subject to revocation by facility management without cause.

2.5 **Administrative Requirements.**

2.5.1 CONTRACTOR shall design, prepare, and implement all policies, procedures, and protocols necessary to perform all required services under this AGREEMENT.

2.5.2 CONTRACTOR shall comply with all County departmental procedures as applicable to the detention facility and as determined by County. This shall include, but not necessarily be limited to, such items as incarcerated person security and communicable disease policies set by the County Health Officer.

2.5.3 CONTRACTOR shall ensure that its staff document all health care encounters in the incarcerated person's medical record, legibly, in a problem-oriented format, including diagnosis and treatment plan.

2.5.4 CONTRACTOR shall cooperate with County in any effort to receive funding from outside funding sources.

2.5.5 CONTRACTOR shall make all referral arrangements for treatment of covered individuals whose problem(s) extend beyond the scope of services provided on-site.

2.5.6 CONTRACTOR shall supply appropriate medical personnel to attend any court proceedings as requested by County, involving any incarcerated person whose medical history, condition, problem or status is at issue.

2.5.7 Both Parties shall cooperate fully, within the scope of applicable laws, with the other to investigate, adjust, settle or defend any claim, action, or proceeding brought in connection with the operation of the County facility health programs with which CONTRACTOR may be connected.

2.5.8 CONTRACTOR shall secure and maintain continuously, all necessary licenses and certifications necessary for its performance under this Contract.

2.5.9 Either party may re-open this AGREEMENT to negotiate compensation adjustments based upon changes in the amount or type of contract services that have duration beyond the contract year in which they are anticipated to occur, such as and including, but not limited to changes in Title 15, NCCHC standards, and orders in the *Hernandez* litigation.

2.5.10 Either party may re-open this AGREEMENT to negotiate compensation adjustments based upon significant changes in the number or type of incarcerated persons being housed within the Monterey County Jail.

2.5.11 CONTRACTOR's employees must attend any and all orientation and training classes conducted by the County that have been deemed necessary for increasing awareness of safety, security, and operational issues in the facility, to be paid at CONTRACTOR's expense.

2.6 **Emergency Contact.**

2.6.1 CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency to the Corrections Operations Bureau Chief Deputy Sheriff or their designee. During the emergency, CONTRACTOR shall ensure that County detention facilities have all available supplies, materials, equipment and/or services to perform under this AGREEMENT at all times, 24 hours a day, 7 days a week.

2.6.2 County expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by County and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, lock-downs, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

2.7 **Material Changes in Scope or Circumstance, or Emergency Circumstances**.

2.7.1 If at any time during the Term of this AGREEMENT, County requests a change in the scope, volume, quality/degree or quantum of services to be provided by CONTRACTOR, or the scope of services set out herein must materially be changed due to a Material Change Circumstance, which would increase the cost of providing the services or which CONTRACTOR notifies County affects CONTRACTOR's ability to provide the requested scope of services under the circumstances (a "Material Change Circumstance"), the Parties shall follow the procedures outlined in Section 2.7.2. of this AGREEMENT. A Material Change Circumstance includes but is not limited to any of the following:

- There is or are new, amended, and/or repealed law(s) or regulation(s) (including statutes, codes, Agency orders/memoranda and/or case law), or changes to County's policies, procedures, practices, or circumstances, any or all of which render performance under the AGREEMENT partially or completely impracticable or impossible under the AGREEMENT's existing terms;

- The United States Food and Drug Administration ("FDA") or another regulatory body approves (or issues an emergency use authorization for) a new therapy/ies or treatment modality/ies, there are changes to legal/regulatory requirements concerning the treatment of County's patients, and/or changes to the applicable standard of care that materially impact CONTRACTOR's ability to provide services and/or costs under the AGREEMENT; or

- CONTRACTOR's performance hereunder is impacted by any event related to a Public Health Emergency (PHE) declared pursuant to Section 319 of the Public Health Service Act, a Disaster declaration pursuant to the Stafford Act (2 U.S.C. §§ 5121-5207), or any similar announcement or proclamation made by the Federal Government or any Federal Agency, any Federally recognized Native American Tribe, or any State, County or Local Government pursuant to an analogous provision of Federal or non-Federal law or rule (each, an "Emergency Circumstance").

2.7.2 In the event of the occurrence of any Material Change Circumstance, upon notice from a Party, the Parties shall meet and in good faith renegotiate the terms of this AGREEMENT. Neither Party shall unreasonably delay or withhold consent to such negotiations, or the proposed modifications resulting from such negotiations. In the event the Parties are not able to reach mutually acceptable changes to the AGREEMENT after thirty (30) calendar days, either Party may thereafter terminate the ARGEEMENT without cause or penalty upon providing ninety (90) days' notice thereafter.

3.0 PRICING AND BILLING

3.1 It is mutually agreed that if the County budget for the current year and/or any subsequent years covered under this AGREEMENT does not appropriate sufficient funds for the program, this AGREEMENT shall have no further force or effect. In this event, the County shall have no liability to pay any funds whatsoever to CONTRACTOR for services not already rendered or to furnish any other consideration under this AGREEMENT, and CONTRACTOR shall not be obligated to perform any provisions of this AGREEMENT. CONTRACTOR's assumption of risk of possible non-appropriation is part of the consideration for this AGREEMENT. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this AGREEMENT with no liability incurring to the County, or offer to amend the AGREEMENT with CONTRACTOR to reflect the reduced amount.

Prices shall remain firm for the initial term of this AGREEMENT. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

3.2 In consideration for the medical, mental health, JBCT, and dental services to be performed by CONTRACTOR during the period January 1, 2026, through June 30, 2031, County agrees to pay CONTRACTOR, subject to funding approval, base compensation in the following amounts:

- January 1, 2026 through June 30, 2026 - $11,750,000 in 2 equal installments of $5,875,000 paid to CONTRACTOR on January 1, 2026 and April 1, 2026;
- July 1, 2026 through June 30, 2027 – $24,712,050 in equal monthly installments of $2,059,337.50 paid to CONTRACTOR at the conclusion of the month services were rendered;
- July 1, 2027 through June 30, 2028 – $24,712,050 in equal monthly installments of $2,059,337.50 paid to CONTRACTOR at the conclusion of the month services were rendered;
- July 1, 2028 through June 30, 2029 – $24,712,050 in equal monthly installments of $2,059,337.50 paid to CONTRACTOR at the conclusion of the month services were rendered;

- July 1, 2029 through June 30, 2030 – $26,755,305 in equal monthly installments of $2,229,608.75 paid to CONTRACTOR at the conclusion of the month services were rendered;

- July 1, 2030 through June 30, 2031 – $26,755,305 in equal monthly installments of $2,229,608.75 paid to CONTRACTOR at the conclusion of the month services were rendered;

for a total amount not to exceed $139,396,760 for the period beginning January 1, 2026, through June 30, 2031.

3.2.1 County will pay CONTRACTOR $3.75 per day for each "excess incarcerated person" above an average daily incarcerated person population (ADP) of 1,100 incarcerated persons computed on a calendar quarterly average. This fee will be aggregated on a quarterly basis and billed separately by CONTRACTOR. This amount is to be approved by the Corrections Operations Bureau Chief Deputy and CONTRACTOR in writing.

Beginning July 1, 2027, and for each subsequent year thereafter through the term of this AGREEMENT the excess incarcerated person amount will be adjusted each year by applying the percentage change in the Consumer Price Index for Medical Care Services All Urban Consumers (CPI-U) in the West Region. The change in this index will be measured as of 1-year average using December of the prior year. The excess incarcerated person amount minimum annual increase will be 0% and the maximum increase will be 3%.

3.2.2 CONTRACTOR shall pay the County $3.75 per day per incarcerated person when the ADP is below 725 incarcerated persons during each calendar quarter. This fee will be aggregated on a quarterly basis and billed separately by CONTRACTOR. This amount is to be approved by the Corrections Operations Bureau Chief Deputy and CONTRACTOR in writing.

Beginning July 1, 2027, and for each subsequent year thereafter through the term of this AGREEMENT this amount will be adjusted each year by applying the percentage change in the Consumer Price Index for Medical Care Services All Urban Consumers (CPI-U) in the West Region. The change in this index will be measured as of 1-year average using December of the prior year. The excess incarcerated person amount minimum annual increase will be 0% and the maximum increase will be 3%.

3.2.3 CONTRACTOR shall provide a monthly report to County which identifies the number of unfilled staffing hours during the preceding month. Beginning July 1, 2026, for any month in which there are more than twenty (20) unfilled cumulative staffing hours for any singular non-salaried or hourly position enumerated in Exhibit B, CONTRACTOR shall provide a credit on the next monthly invoice for all unfilled hours for that position which exceed twenty (20) hours. The credit shall be determined by the amount of the salary plus benefits of all positions with unfilled hours for each singular position during the preceding month that has been vacant for more than twenty (20) hours for the hours that exceed that amount.

3.2.4 CONTRACTOR shall provide a monthly report to County which identifies salaried/exempt positions enumerated in Exhibit B that have been vacant for a period of thirty (30) consecutive days. This period of time does not have to occur within a single calendar month. Beginning July 1, 2026, upon the thirty-first (31st) consecutive vacant day, CONTRACTOR shall pay County $18,000 for each unfilled position and then $9,000 every fifteen (15) consecutive vacant days thereafter until such position(s) are filled.

The salaried/exempt positions include but are not limited to:

- Health Services Administrator
- Director of Nursing
- Medical Director
- Implementation Contract Specialist
- Contract Compliance Specialist
- Psychiatrist
- JBCT Program Director
- Dentist
- Mental Health Program Coordinator

3.2.5 Sick call requests from incarcerated persons (whether received via written note or electronically) must be triaged within twenty-four (24) hours. CONTRACTOR shall provide a monthly report to County which identifies the number of sick call requests not triaged within twenty-four (24) hours. Beginning July 1, 2026, CONTRACTOR shall pay County $30,000 each month there are fifteen (15) or more instances where CONTRACTOR fails to triage a sick call request within twenty-four (24) hours.

3.2.6 CONTRACTOR shall apply for National Commission on Correctional Health Care (NCCHC) Accreditation within twenty-four (24) months of the start date of this AGREEMENT. Beginning the twenty-fifth (25th) month and for every month thereafter this requirement is missed, CONTRACTOR shall pay the County $40,000 a month until the application is submitted.

CONTRACTOR shall help the County obtain full NCCHC Accreditation within thirty-three (33) months of the start date of this AGREEMENT. For every month thereafter this requirement is missed, CONTRACTOR shall pay the County $40,000 a month until full NCCHC Accreditation is achieved, through month forty-two (42) from the start date of the AGREEMENT.

If, after forty-two (42) months from the start date of this AGREEMENT CONTRACTOR has not helped County obtain full NCCHC Accreditation, CONTRACTOR shall pay the County $60,000 a month until full Accreditation is achieved, through month fifty-one (51) from the start date of the AGREEMENT.

If, after fifty-one (51) months from the start date of this AGREEMENT CONTRACTOR has not helped County obtain full NCCHC Accreditation, Contractor shall pay the County $80,000 a month until full Accreditation is achieved through month sixty (60) from the start date of the AGREEMENT.

If, after sixty (60) months from the start date of this AGREEMENT Contractor has not helped County obtain full NCCHC Accreditation, CONTRACTOR shall pay the County $100,000 a month until accreditation achieved.

Any delay due to NCCHC Accreditation survey scheduling will not be held against CONTRACTOR.

In the event NCCHC revises their standards the CONTRACTOR shall adhere to the most current NCCHC standards at all times for the duration of the AGREEMENT.

3.2.7 CONTRACTOR agrees to pay County $50,000 via invoice credit cumulative per month beginning July 2026 to support County fees in the matter of *Hernandez et al v. County of Monterey et. al.*, Case Number: 5:13-cv-02354-BLF.

3.2.8 Pharmaceutical Costs.

January 1, 2026 through June 30, 2027 CONTRACTOR will cover all pharmaceutical costs up to an aggregate cap of $1,250,000;

July 1, 2027 through June 30, 2028 Contractor will cover all pharmaceutical costs up to aggregate cap of $1,350,000;

July 1, 2028 through June 30, 2029 Contractor will cover all pharmaceutical costs up to an aggregate cap of $1,425,000;

July 1, 2029 through the conclusion of this AGREEMENT Contractor will cover all pharmaceutical costs up to an aggregate cap of $1,500,000.

Should pharmaceutical costs exceed the aggregate cap, the Sheriff's Office shall be responsible for those pharmaceutical costs in excess of the aggregate cap. CONTRACTOR agrees to provide County a monthly report on pharmaceutical expenditures.

3.2.9 Specialized Medication Coverage.

Medications for AIDS/HIV, Hepatitis C, and hemophilia/blood factor treatments are included in CONTRACTOR's total pharmaceutical expenditure aggregate cap as defined in Section 3.3.7 of this AGREEMENT.

CONTRACTOR agrees to provide a monthly report on expenditures for AIDS/HIV, Hepatitis C, and Hemophilia/blood factor treatments and medications in a format to be mutually agreed upon by the Parties.

In reference to this section, CONTRACTOR and County will only be responsible for costs of dispensed medication. County will not be responsible for the purchase of stock medication.

3.2.10 Medical Expenditures.

CONTRACTOR agrees to pay all Outpatient, Inpatient, Emergency Room, and Medical Transport Services up to an aggregate cap of $2,000,000 (two million dollars) per fiscal year ending on June 30. The Sheriff's Office shall be responsible for any Outpatient, Inpatient, Emergency Room, and Medical Transport Service costs that exceed this aggregate cap. CONTRACTOR agrees to provide County a monthly report on medical expenditures.

CONTRACTOR agrees to pay outside providers of incarcerated person care, for which CONTRACTOR is responsible under the terms of this AGREEMENT, in a timely matter and no later than sixty (60) calendar days after receipt of an invoice from an outside provider. For purposes of this section, outside provider includes Natividad Medical Center.

Contractor shall not assume financial responsibility for any individual incarcerated person's medical/surgical inpatient costs that exceed $17,500 per occurrence.

3.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July I through June 30).

Any other compensation adjustments shall be made in accordance with the Staffing Plan outlined in Exhibit B and Performance Metrics outlined in Exhibit D. If the County does not assess a penalty on any occasion(s) pursuant to the standards set forth in Exhibits B and D, it does not waive its right or ability to assess penalties in the future. County shall assess all outstanding penalties ninety (90) days after the last invoice provided by CONTRACTOR for this AGREEMENT.

3.4 County and CONTRACTOR agree that for all items and/or services covered by Medi-Cal and paid pursuant to the Medi-Cal Inmate Program (MCIP), CONTRACTOR will reimburse the County for 85% of the savings/reduced liability realized from the County's Participation in MCIP up to $17,500. CONTRACTOR retains the remaining 15% of savings to cover its administrative costs related to participating in the MCIP.

CONTRACTOR shall remit reimbursement for the 85% savings in the form of a monthly invoice credit, based upon mutual agreement between CONTRACTOR and County, to the County no later than forty-five (45) calendar days after the reconciliation has been submitted to them by the County.

3.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.

3.6 CONTRACTOR and County agree to work collaboratively to develop an invoice that will assist in the administrative oversight of this AGREEMENT. Invoices will be submitted by CONTRACTOR monthly and include the following information:

3.6.1 County Department receiving services

3.6.2 Purchase order number under which the invoice is to be charged

3.6.3 Scope of Work

3.6.4 Dates of services (to include actual time spent per project)

3.6.5 An itemization of other reimbursable expenses approved by the County in writing, as applicable

3.6.6 Itemization of contract cost recovery fees as credit to County

3.7 The CONTRACTOR shall ensure that all services that should be billed to CalAIM will be made within the allowable time period and meet accuracy and completeness requirements to generate a "clean claim." The County reserves the right to collect service fees for those services that would be reimbursable but were not because they were not accurately processed (e.g., coding errors, late, etc.) or eligible services were not billed.

3.8 This is one of several agreements entered into pursuant to RFP #10939 and County shall allocate funds as needed.

4.0 TERM OF AGREEMENT

4.1 The duration of this AGREEMENT is five (5) years and six (6) months from January 1, 2026, to June 30, 2031, with by mutual consent, the ability to extend the AGREEMENT for two (2) additional one-year periods, unless sooner terminated pursuant to the terms of this Agreement, or one (1) additional two-year period with successful and maintained NCCHC Accreditation, unless sooner terminated by either Party in accordance with the terms of this AGREEMENT.

4.1.1 County reserves the option to renew or extend this AGREEMENT.

4.1.2 County is not required to state a reason if it elects not to renew.

Both Parties shall mutually agree upon rate changes in writing via an amendment in order for any rate change to be binding.

4.2 This AGREEMENT shall have no force or effect until signed by both CONTRACTOR and County with County signing last, and CONTRACTOR may not commence work before County signs this AGREEMENT.

4.3 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.

4.4 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause or penalty with ninety (90) calendar days written notice, or immediately with cause.

CONTRACTOR reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause or penalty with ninety (90) calendar days written notice.

Notice shall be given in accordance with Section 19.1 of this AGREEMENT.

County shall pay CONTRACTOR for all work performed under this AGREEMENT and all reasonable allowable expenses incurred to the effective date of termination, less any monies owed to the County.

5.0 COMPENSATION AND PAYMENTS

5.1 It is mutually understood and agreed by both Parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with **Section 3.0 (Pricing and Billing)** and, herein.

5.1.1 Beginning January 1, 2026, and continuing for the duration of this AGREEMENT, County shall pay CONTRACTOR each installment as set forth in Section 3.2.

5.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

5.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than thirty (30) calendar days.

5.4 Tax:

5.4.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

5.4.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

6.0 INVOICES AND PURCHASE ORDERS

6.1 Invoices for all services rendered by CONTRACTOR per this AGREEMENT shall be billed directly to the County department or office that requested services.

6.2 CONTRACTOR shall reference RFP number #10939 on all invoices submitted to County. In accordance with Section 3.2 of this AGREEMENT, CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT and shall promptly submit such invoice to County Auditor-Controller for payment as set forth in Section 5.1.1.

6.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

7.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees), to the fullest extent of the law, occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents, and subcontractors. If the parties disagree regarding indemnification, they shall meet in good faith to attempt resolution; however, Contractor's duty to defend shall not be delayed or excused pending such discussions.

County shall not be required to indemnify, defend, or hold harmless Contractor, except to the extent that a claim arises from the sole negligence or willful misconduct of the County, and then only to the extent required by law.

The parties agree that Contractor's duty to defend is separate and independent from its duty to indemnify. Allocation of damages under comparative fault principles shall not affect Contractor's obligation to defend the County.

8.0 INSURANCE REQUIREMENTS

8.1 Evidence of Coverage**:**
Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

8.1.1 CONTRACTOR, prior to commencement of this AGREEMENT, shall provide to County, a "Certificate of Insurance" showing the coverages, limits and endorsements set forth below for all CONTRACTOR'S SUBCONTRACTORS certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

8.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has

obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

8.1.2.1 CONTRACTOR shall provide County annually a current copy of all CONTRACTOR's Subcontractors' certificates of insurance within 15 days of expiration of the certificate.

8.1.2.2 CONTRACTOR shall provide County a current copy of all CONTRACTOR's Subcontractors' certificates of insurance within 15 days of change.

8.2 **Qualifying Insurers:**

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

8.3 **Insurance Coverage Requirements:**

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of the AGREEMENT, a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $3,000,000 per occurrence, and $6,000,000 in aggregate.

Auto Liability Insurance: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of services under this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $2,000,000 per claim and $6,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than on an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of the AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of the AGREEMENT.

Cyber Liability Insurance: If the CONTRACTOR will access, store, process or transmit Protected Health Information (PHI) or Personally Identifiable Information (PII), the CONTRACTOR must carry Cyber Liability Insurance (or Technology Errors & Omissions Insurance) with at least $2,000,000 per claim and $4,000,000 total coverage. The policy must cover data breaches and privacy violations, network security incidents, breach response services (such as notification, credit monitoring, and investigation), and regulatory fines and penalties, if insurable.

Umbrella/Excess Liability Insurance: CONTRACTOR may use umbrella or excess liability insurance to meet these limits, as long as the coverage is as broad as the primary insurance.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

8.4 **Other Insurance Requirements:**

All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

Each liability policy shall provide that County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that County is an additional insured on insurance required from subcontractor.

8.5 **Additional Insured Status:**

The County of Monterey, its officers, officials, employees, agents, and volunteers must be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers must be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

8.6 **Primary Coverage:**

For any claims related to this AGREEMENT, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County,

its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.

8.7 **Workers' Compensation Waiver of Subrogation:**
The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

8.6 Prior to the execution of this AGREEMENT by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this AGREEMENT. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

8.7 Security Requirements

8.7.1 CONTRACTOR shall ensure it holds the insurance and required licenses under both, State and local jurisdictions and they remain current during the full term of the AGREEMENT.

8.7.2 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, California State CONTRACTOR'S License Board, and CAL/OSHA regulations, as applicable.

8.7.3 CONTRACTOR shall be required to submit appropriate State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to, Sheriff facilities and facilities where children, elderly, and dependent adults are present.

8.7.3.1 A California licensed Investigator must perform the required State and Federal level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.

8.7.3.2 Some County facilities require, California Law Enforcement

Telecommunications System (CLETS) clearance.

8.7.3.3 Criminal background checks performed in accordance with this section will be accepted from CONTRACTOR if completed within the last five (5) years.

8.7.3.4 The required background checks shall be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

8.7.3.5 CONTRACTOR is responsible for the cost of the state level criminal background checks.

9.0 RECORDS AND CONFIDENTIALITY

9.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

9.2 **County Records:** When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.

9.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT. CONTRACTOR shall maintain such records for a period of at least three (3) years after receipt of final payment under this AGREEMENT. If any litigation, claim, negotiation, audit exception, or other action relating to this AGREEMENT is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

9.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. Pursuant to Government Code section 8546.7, if this AGREEMENT involves the expenditure of public funds in excess of $10,000, the Parties to this AGREEMENT may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three (3) years after final payment under the AGREEMENT.

9.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs,

writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this AGREEMENT. CONTRACTOR shall not publish any such material without the prior written approval of County.

9.6 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this AGREEMENT. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

9.7 Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by CONTRACTOR under this contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by CONTRACTOR without the prior written approval of County except as authorized by law.

10.0 NON-DISCRIMINATION

10.1 During the performance of this AGREEMENT, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this AGREEMENT, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this AGREEMENT shall not be deemed to be prohibited discrimination.

11.0 PERFORMANCE STANDARDS

11.1 Independent Contractor: In the performance of work, duties, and obligations under this AGREEMENT, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this AGREEMENT to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this AGREEMENT. In

connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

11.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent (50%) of the original total AGREEMENT amount, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.

11.3 Non-Assignment: CONTRACTOR shall not assign this AGREEMENT, or the work required herein without the prior written consent of County, which shall not be unreasonably withheld, conditioned, or delayed.

11.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

12.0 QUALITY ASSURANCE

12.1 CONTRACTOR shall work with the Monterey County Health Department concerning communicable disease screening, continuing medical surveillance, case management reporting, and incarcerated person referral to the community.

12.2 CONTRACTOR shall work with the Monterey County Health Officer who, pursuant to section 101045 of the California Health and Safety Code, must investigate health and sanitary conditions of every detention facility within the county.

12.3 The County retains the right to audit all of the CONTRACTOR's records relative to the performance of contract services and to make site inspections at any time to evaluate contract performance and compliance with industry standards, Title 15, and other policy and procedure requirements. The County may, at its own expense, contract with a neutral third party experienced in medical quality assurance reviews ("Quality Assurance Consultant"). The services of this third-party consultant may include items such as conducting periodic audits of incarcerated person medical records for treatment of medical conditions in order to evaluate the timeliness of care, appropriateness of assessment, treatment, and type of provider and level of care.

12.4 CONTRACTOR shall cooperate fully with County's Quality Assurance Consultant or any other County audit, including providing full and immediate access to records, including incarcerated person medical records.

12.5 CONTRACTOR shall work with County in providing any reports necessary to conduct necessary reviews and audits of CONTRACTOR's performance of services under this AGREEMENT. In addition, CONTRACTOR shall work with County Counsel to compile reports for the regular review of potential claims, litigation, or other legal issues concerning the provision of services under this AGREEMENT.

12.6 CONTRACTOR shall with work with County in assisting in obtaining state, federal, or other grants for the provision of care to incarcerated persons in the Monterey County jail.

12.7 CONTRACTOR shall address any and all grievances from incarcerated persons concerning the provision of services under this AGREEMENT as required under the applicable County policies and procedures and the requirements of Title 15. In addition, CONTRACTOR shall be expected to make its staff available for court appearances and the preparation thereof, concerning the provision of services under this AGREEMENT and provide information to County Counsel and other relevant County offices to respond to grievances or complaints that are brought before the courts.

12.8 CONTRACTOR will at a minimum hold quarterly quality assurance/peer review committee meetings, designed to ensure the provision of quality care at Monterey County jail and promote effective communication among stakeholders and continuity of care for patients. Accordingly, in addition to CONTRACTOR's representatives, representatives from the Monterey County Sheriff's Custody Operations Bureau, Natividad Medical Center, and the Monterey County Department of Health will be encouraged to attend the quality assurance meetings.

13.0 CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with County that CONTRACTOR has no present, and will have no future, conflict of interest between providing County services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of the Board of Supervisors of County.

14.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS

If this AGREEMENT has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this AGREEMENT, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

15.0 COMPLIANCE WITH APPLICABLE LAWS

15.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the performance of services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of this AGREEMENT.

15.2 **HIPAA Compliance**. CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards"). CONTRACTOR has agreed to and signed the BUSINESS ASSOCIATE AGREEMENT attached hereto as Exhibit C.

15.3 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the performance of this AGREEMENT.

15.4 All documentation prepared by CONTRACTOR shall provide for services that conform to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

16.0 FORCE MAJEURE

16.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

16.2 If any Party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said Party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

16.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) calendar days after the Force Majeure has subsided enough to do so.

17.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

17.1 If CONTRACTOR defaults in the performance of any term or condition of this contract, CONTRACTOR must cure that default by satisfactory performance within thirty (30) calendar days after service upon CONTRACTOR of written notice of the default. If CONTRACTOR fails to cure the default within that time, then County may terminate this contract in writing without further notice.

17.2 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

18.0 DAMAGE

CONTRACTOR shall be held responsible for any breakage, loss of the County's equipment or supplies through negligence of the CONTRACTOR or its employee while working on the County's premises. In such event, CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to the County any damages to the premises resulting from services performed under this AGREEMENT.

19.0 NOTICES

19.1 Notices required under this AGREEMENT shall be delivered personally or by first-class, postage prepaid mail and electronic mail to the County and CONTRACTOR'S contract administrator at the addresses listed below:

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:	TO CONTRACTOR:
Monterey County Sheriff's Office	CHPMONTEREY, Inc.
Attn: Contract Purchasing Officer	Attn: Dr. Peter Freedland
1414 Natividad Rd.	4365 Executive Dr. Suite 540
Salinas, CA 93906	San Diego, CA 92121
Tel. No.: (831) 755-4990	Tel. No.: (954) 299-9225
xxxxxxxxx@countyofmonterey.gov	peter.freedland@chphealth.com

19.2 **Miscellaneous Provisions**

19.2.1 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

19.2.2 **Waiver:** Any waiver of any terms and conditions of this AGREEMENT must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this AGREEMENT shall not be construed as a waiver of any other terms or conditions in this AGREEMENT.

19.2.3 **CONTRACTOR:** The term "CONTRACTOR" as used in this AGREEMENT includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this AGREEMENT.

19.2.4 COUNTY: The term "County" as used in this AGREEMENT includes County of Monterey, its officers, agents, and employees acting on County's behalf in the performance of this AGREEMENT.

19.2.5 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

19.2.6 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations under this AGREEMENT without the prior written consent of the County, which shall not be unreasonably withheld, conditioned, or delayed. None of the services covered by this AGREEMENT shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this AGREEMENT.

19.2.7 **Successors and Assigns:** This AGREEMENT and the rights, privileges, duties, and obligations of the County and CONTRACTOR under it, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, and heirs.

19.2.8 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this AGREEMENT.

19.2.9 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this AGREEMENT.

19.2.10 **Non-exclusive Agreement:** This AGREEMENT is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

19.2.11 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this AGREEMENT and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this AGREEMENT or any amendment to this AGREEMENT.

19.2.12 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

19.2.13 **Authority:** Any individual executing this AGREEMENT on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this AGREEMENT on behalf of such party and bind the party to the terms and conditions of this AGREEMENT.

19.2.14 **Integration:** This AGREEMENT, including the exhibits, represent the entire agreement between the County and the CONTRACTOR with respect to the subject matter of this AGREEMENT and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this AGREEMENT, which is the date that the County signs the AGREEMENT.

19.2.15 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this AGREEMENT and the provisions of any exhibit or other attachment to this AGREEMENT, the provisions of this AGREEMENT shall prevail and control.

19.2.16 **Substitution:** If particular people are identified by CONTRACTOR in Exhibit A or B as working under this contract, CONTRACTOR will not assign others to work in their place without written permission from the Sheriff's Office. Any substitution will be with a person of commensurate experience and knowledge.

19.2.17 **Investigation and Research:** CONTRACTOR by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by County or any of its officers, agents or employees, except as provided herein.

19.2.18 **Contract Monitoring:** County will have the right to review the work being performed by CONTRACTOR under this AGREEMENT at any time during CONTRACTOR's usual working hours. Review, checking, approval or other action by County will not relieve CONTRACTOR of its responsibility for the thoroughness of the services to be provided hereunder. This AGREEMENT will be administered by Monterey County Sheriff's Office and/or their authorized representative(s).

19.2.19 **Cumulative Remedies:** The exercise or failure to exercise legal rights and remedies by either Party in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this AGREEMENT.

19.2.20 **Construction Covenants and Conditions:** Each term and each provision of this AGREEMENT will be construed to be both a covenant and a condition.

19.2.21 **Contamination and Pollution:** CONTRACTOR, solely at its own cost and expense, will provide clean-up of any premises, property or natural resources contaminated or polluted due to CONTRACTOR activities. Any fines, penalties, punitive or exemplary damages assigned due to CONTRACTOR'S contaminating or polluting activities will be borne entirely by CONTRACTOR. In the event that both County and CONTRACTOR are responsible for contaminating or polluting activities, then each will provide clean-up of any premises, property, or natural resources contaminated or polluted and will be responsible for their proportionate share of any fines, penalties, punitive or exemplary damages assigned.

20.0 LEGAL DISPUTES

20.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the Parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

20.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

20.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute but expressly reserves its right to terminate this AGREEMENT in accordance with Section 4.4 of the AGREEMENT.

21.0 MATERIAL BREACH, TERMINATION, PERFORMANCE SECURITY, AND DEFAULT

21.1 Due to the importance of CONTRACTOR's services in providing health care to Monterey County incarcerated persons and protecting the health and safety of incarcerated persons, the County must do everything possible to eliminate the potential for a system failure. Accordingly, the County may declare CONTRACTOR in Material Breach of the Agreement for the following reasons:

21.1.1 Failure of CONTRACTOR to operate in a manner which enables the County and CONTRACTOR to maintain compliance with Court orders in *Hernandez et al v. County of Monterey et. al.*, Case Number: 5:13-cv- 02354-BLF.

21.1.2 Chronic failure of CONTRACTOR to timely administer tuberculosis testing as required in Court orders in *Hernandez et al v. County of Monterey et. al*., Case Number: 5:13-cv-02354-BLF. This will not be considered a breach if County's failure to provide sufficient custody officers contributes to the failure to meet the mandates of the Court Orders in *Hernandez et al v. County of Monterey et. al*., Case Number: 5:13-cv-02354-BLF. " Chronic failure" for the purposes of section 21.1.2 shall be defined as twice in a 30-day period or four (4) times in a six-month period.

21.1.3 Failure to provide staffing for any individual staffing position called for in the AGREEMENT for a period of more than sixty (60) days, in the aggregate per calendar year.

21.1.4 Failure of CONTRACTOR to maintain the required insurance in accordance with the terms of the AGREEMENT.

21.1.5 Chronic failure to submit reports and information under the terms and conditions outlined in the AGREEMENT and any subsequent agreement. "Chronic failure" for the purposes of section 21.1.5 shall be defined as failure to perform the identified task two (2) consecutive times.

21.1.6 Failure to cure a breach of any other term of this AGREEMENT after written notice from the County and reasonable opportunity to cure.

21.1.7 Any failure of performance required in the AGREEMENT which is determined by the Monterey County Health Officer to constitute an imminent threat to incarcerated person or public health and safety.

21.1.8 Failure to be NCCHC compliant within 51 months after the AGREEMENT start date.

21.1.9 Failure to obtain full NCCHC Accreditation within 51 months after the contract start

date.

21.2 In the event of any Material Breach by CONTRACTOR as defined in Section 21.1, the County shall have all rights and remedies available at law or in equity under the AGREEMENT. The County's remedies shall be cumulative and in addition to any other remedy available to the County.

21.3 County may terminate this AGREEMENT in the event of any Material Breach by CONTRACTOR as defined in Section 21.1. Except for a Material Change Circumstance under Section 2.8 (which allows for immediate termination of this Agreement), as a condition precedent to termination by County. County shall provide CONTRACTOR with no less than thirty (30) calendar days' advance written notice citing, with specificity, the basis for the Material Breach (the "Breach Notice"). Within five (5) calendar days of receipt of the "Breach Notice", CONTRACTOR shall deliver to the County in writing, a plan to cure such breach. The CONTRACTOR shall have the right to cure a Material Breach within thirty (30) calendar days of receipt of the "Breach Notice". In the event, CONTRACTOR cures the Material Breach within such thirty (30) day period, or a longer period as may be specified in the Breach Notice, this AGREEMENT shall remain in full force and effect. If County deems CONTRACTOR to remain in Material Breach as of the end of the cure period specified in the Breach Notice, the County may provide CONTRACTOR with a notice of termination ("Termination Notice"), setting forth the specific reasons County believes CONTRACTOR remains in Material Breach and the effective date of termination ("Termination Date").

21.4 In the event of continuous or repeated material breaches of the same nature despite intermittent cures by the CONTRACTOR, County may immediately terminate the AGREEMENT.

21.5 In the case of default by CONTRACTOR, a Material Breach which CONTRACTOR fails to cure, or continuous or repeated material breaches of the same nature, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR, if any, or by suit against CONTRACTOR.

22.0 DISENTANGLEMENT

22.1 **General Obligations**

22.1.1 CONTRACTOR and any Subcontractors will transition to County or to any replacement provider designated by County without any interruption of, or adverse impact on, the services or any other services provided by third parties, attributable to any negligent, or otherwise wrongful act or omission of CONTRACTOR, its officers, directors, attorneys, employees, or agents (the "Disentanglement").

22.1.2 CONTRACTOR will cooperate with County and any new service provider and will promptly take all steps required to assist County in effecting a complete Disentanglement before the end date of the AGREEMENT.

22.1.3 CONTRACTOR will provide all information regarding the services as needed for Disentanglement.

22.1.4 All services related to Disentanglement will be deemed a part of this AGREEMENT and will be performed by CONTRACTOR at no additional cost to County beyond what County would pay for the services, absent the performance of the Disentanglement services.

22.2 Disentanglement Process

22.2.1 The Disentanglement process will begin on any of the following dates:

(a) The date County notifies CONTRACTOR that no funds or insufficient funds have been appropriated so that this AGREEMENT will be terminated;

(b) The date any Termination Notice is delivered, if either Party elects to terminate this AGREEMENT pursuant to Section 4.0 (Term of Agreement);

(c) The date that CONTRACTOR's obligation to perform services, and County's obligation to pay for such services expires; or

(d) At the end of the initial or extended term of this AGREEMENT.

22.2.2 CONTRACTOR and County will discuss in good faith a plan for determining the nature and extent of CONTRACTOR's Disentanglement obligations and for the transfer of services in process provided, however, that CONTRACTOR's obligation under this AGREEMENT to provide all services necessary for Disentanglement will not be lessened in any respect.

22.2.3 After one hundred and twenty (120) days from the date of expiration of this Contract, CONTRACTOR shall no longer have any obligation to provide the services detailed in Section 21.2.2 unless both parties agree in writing exigent circumstances exist which require performance of this subsection beyond the one hundred and twenty (120) days.

22.3 Specific Obligations

The Disentanglement will include performance of the following specific obligations:

22.3.1 Continue claims administration until the new service provider has provided notice of transition of claims;

22.3.2 Provide all workers' compensation claim files to the new service provider;

22.3.3 Cooperate in transition of electronic data and files to new service provider; and

22.3.4 Cooperate in responding to questions regarding the transition process.

22.4 Full Cooperation and Information

22.4.1 Upon Disentanglement, the Parties will cooperate fully with one another to facilitate a smooth transition of the services being terminated from CONTRACTOR to County or

County's designated replacement provider.

22.4.2 Such cooperation will include CONTRACTOR providing (both before and after the cessation of CONTRACTOR's provision of all or any part of the services under this AGREEMENT) to County full, complete, detailed, and sufficient information (including all information then being utilized by CONTRACTOR) to enable County's personnel (or that of third parties) to fully assume and continue the provision of services without interruption.

22.5 No Interruption or Adverse Impact

CONTRACTOR will cooperate with County and all of County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of services, no adverse impact on the provision of services or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

22.6 All Necessary Cooperation and Actions

CONTRACTOR will cooperate take such additional actions, and perform such additional tasks, as may be necessary to ensure a timely Disentanglement in compliance with the provisions of this section, including full performance of its obligations under this section on or before the termination of this AGREEMENT.

23.0 CONSENT TO USE OF ELECTRONIC SIGNATURES

23.1 The Parties to this AGREEMENT consent to the use of electronic signatures via DocuSign to execute this AGREEMENT . The Parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et. seq, California Government Code Section 16.5; and California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the Parties to this AGREEMENT hereby authenticate and execute this AGREEMENT, and any and all Exhibits to this AGREEMENT, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

23.2 **Counterparts**

The Parties to this AGREEMENT understand and agree that this AGREEMENT can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned PDF counterpart via email transmittal.

23.3 **Form: Delivery by E-Mail or Facsimile**

Executed counterparts of this AGREEMENT may be delivered by facsimile transmission or delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be

deemed to have the same force and effect if the manually signed counterpart or counterparts had been delivered to the other party in person.

SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By:

Department Head (if applicable)

Date: _____

By:

Board of Supervisors (if applicable)

Date: _____

Approved as to Form
County Counsel Susan K Blitch,
County Counsel

By: _____

County Counsel

Date:

_____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Review as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

Risk Manager

Date: _____

CONTRACTOR

CHPMONTEREY, INC.

By: _____

(Signature of Chair, President, or Vice-President) *

Date: _____

By: _____

_____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *

Date: _____

County Board of Supervisors' Agreement No._____, approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

EXHIBIT A - SCOPE OF WORK

SECTION I

1. CONTRACTOR shall provide Comprehensive Incarcerated Person Medical Services ("Services") as contained in this Exhibit A.

   a. This Exhibit A has been drafted to include the requirements for all Incarcerated Person health care services to be provided in and in conjunction with the Monterey County Jail. This exhibit is intended to be all inclusive for Incarcerated Person healthcare services, including but not limited to: intake screening, Incarcerated Person access to health care, health assessments, access to mental health services, treatment of alcohol withdrawal, treatment of drug withdrawal, suicide prevention, daily management of health care requests, sick call, individualized treatment plans, and chronic care. The scope of services must meet all the requirements of California Title 15, court orders in the Matter of *Hernandez v. County of Monterey,* Case #CV5:13 2354 BLF, and NCCHC standards. In the event of any conflict (direct or indirect) among any of the exhibits and the contract, , the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments shall be performed to the greatest extent feasible.

   b. State regulations may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the CONTRACTOR are to provide the County with the broadest scope of services for the best value.

2. CONTRACTOR shall begin providing Services pursuant to this contract at 12:01 A.M. on January 1, 2026. CONTRACTOR will take all necessary actions to seamlessly transition from the previous scope of services, so all new services are in place at the commencement of this contract. Any Transition Activities shall be performed by CONTRACTOR at no cost to County with charges under this Agreement starting with the provision of Comprehensive Incarcerated Person Medical Services. All insurance requirements must be in place and met during the Transition Activities.

3. CONTRACTOR project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term: Health Services Administrator, Medical Director, psychiatrist, Program Manager, Director of Nursing and administrative assistant/records supervisor. These personnel are responsible for administering the program, personnel management, staffing plan, and quality assurance.

SECTION II

CONTRACTOR shall have and maintain the following minimum qualifications:

1. Health care services must be provided in compliance with the standards set forth by Title 15, Division 1, Chapter 1, Subchapter 4, Minimum Standards for Local Detention Facilities.

2. Health care services must meet all the requirements within the Matter of *Hernandez v. County of Monterey,* Case #CV5:13 2354 BLF; and any subsequent orders of the court. CONTRACTOR will continue to meet the minimum standards established by NCCHC during the term of this agreement.

3. NCCHC Accreditation. Within 6 months of the contract start date CONTRACTOR must develop a plan to meet the requirements to obtain NCCHC Accreditation for health services and mental health services. Within 12 months of the contract start date; CONTRACTOR's policies must meet NCCHC standards for health and mental health care. Within 24-months after the contract start date, the CONTRACTOR's practices must be NCCHC compliant and the CONTRACTOR must begin the application process for NCCHC Accreditation. CONTRACTOR agrees to take all necessary steps to achieve full NCCHC Accreditation by the end of 33 months after contract start date. Any delay due to NCCHC Accreditation survey scheduling will not be held against CONTRACTOR. Once Accreditation is granted, CONTRACTOR will comply with all NCCHC standards that are used to ensure continued accreditation. County must take all steps to meet NCCHC standards and CONTRACTOR will be relieved of obligations under this section until County meets its burden regarding accreditation. In the event NCCHC revises their standards the Contractor shall adhere to the most current NCCHC standards at all times for the duration of the contract

4. Accreditation Timeline (all times from contract start date)

   i. Develop plan to obtain NCCHC Accreditation – 6 months
   ii. Begin operating within NCCHC Standards – 12 months
   iii. Begin Application Process for NCCHC Accreditation – 24 months
   iv. Obtain NCCHC Accreditation – 33 months

5. *Staff Minimum Qualifications*. The medical professionals providing services through the CONTRACTOR, including doctors and nurses, MUST individually meet and maintain the following minimum qualifications:

   a. *Supervising Doctors and Nurses.* Each supervising doctor and nurse must have a California license and experience in medical practice at a correctional facility after obtaining his or her credentials.

   b. *Program Manager.* The Program Manager should be qualified to manage a healthcare program in a correctional facility of this size. Each time this position is filled, the CONTRACTOR and County will discuss the person's qualifications prior to hiring.

   c. *Other Supervisors*. All other supervisors must have at least two (2) years' experience in the profession providing similar services in a detention and/or correctional facility. A qualified candidate can fill this position with less experience if agreed to by the County.

   d. *Discharge Plans.* CONTRACTOR shall maintain discharge plans for releasing Incarcerated Persons back from an inpatient setting into the facility, AND for referring and releasing Incarcerated Persons back to appropriate providers within the community.

   e. *Waiver by CONTRACTOR.* CONTRACTOR may seek a waiver of a specific qualification with a request to substitute experience or other qualifications by submitting such request in writing to County.

6. Security and Background Checks. All service providers, employees, and subcontractors working at the Facility must pass and maintain, to the satisfaction of Monterey County Sheriff's Office (MCSO), a security and background check performed by MCSO. Failure to pass, divulge information, or comply with the background process will prohibit an individual from entry into MCSO facilities. Any security and background checks performed by MCSO shall be in addition

to the new hire and routine, background checks, reference checks, and other procedures performed by the CONTRACTOR. CONTRACTOR shall submit all candidates for employment to the MCSO for background checks and approval on a timely basis. A prolonged security clearance process may inhibit CONTRACTOR's ability to maintain adequate staffing levels. If that occurs, the parties shall meet and confer to resolve the issues.

7. CONTRACTOR shall ensure all health care staff and sub-contract staff are appropriately licensed, and certified, to perform their assigned duties in compliance with applicable state and federal law. Health care staff may perform only those tasks permitted by their licensure and credentials, and within their scope of training. CONTRACTOR must monitor licensing of their staff on a regular basis at its headquarters.

8. All receiving screenings and all Incarcerated Person medical assessments shall be done by Registered Nurses or a higher-level care provider (physician, physician's assistant, or nurse practitioner).

SECTION III

1. **Summary:** CONTRACTOR shall be responsible for Incarcerated Person health care services immediately upon the Incarcerated Person being brought through the intake process and accepted into MCSO's custody at the Monterey County Jail, 1410 Natividad Road, Salinas, California and throughout the term of Incarcerated Person incarceration. CONTRACTOR is not responsible for any costs until an Incarcerated Person is medically cleared and accepted into the facility. CONTRACTOR is responsible for providing and coordinating all medical services brought to the Incarcerated Person, and the services provided at medical sites within the facility. CONTRACTOR is also responsible for arranging and paying for all outside services, with the exception of "Inpatient admissions". "Inpatient admission" shall be defined as an emergent, urgent or routine admission to a hospital which marks the beginning of an inpatient episode and entails a full admission procedure with completion of registration documents and formal acceptance of the patient by the hospital. CONTRACTOR shall also participate and assist with the transition of services as needed when an Incarcerated Person leaves detention.

2. **Requirements.** CONTRACTOR, through its system of care, programs, and services must provide, at a minimum, the following services and structure during the term of the contract:

3. **Services:** CONTRACTOR shall provide comprehensive health care services for Incarcerated Persons housed at Monterey County Jail, including preventative services. CONTRACTOR's services shall include the following minimum levels of service:

   a) *Intake Health Screening*. Intake screening shall be performed for all Incarcerated Person s, including transferees, by a licensed registered nurse (RN) at the time of booking. Booking takes place intermittently but is heaviest on the P.M. shift. Mandatory tuberculosis screening as currently performed shall be started at this point of contact in accordance with State and local standards. CONTRACTOR shall use its County approved intake pre-screening tool for medical, mental health issues and referrals as outlined in the *Hernandez et al v. County of Monterey et. al.*, Case Number: 5:13-cv- 02354-BLF. Medical and behavioral health care intake screening shall include identification of medical and behavioral health needs (including suicidal ideation) and substance use disorders. Physicians must "bridge" all verified, valid prescriptions for Incarcerated Persons entering the jail on prescribed medications, within 24 hours.

b) *Fourteen Day Health Inventory and Communicable Disease Screening.* An appraisal shall be performed by an RN or higher-level care provider (physician, physician's assistant, or nurse practitioner) of all incoming incarcerated persons, which meets requirements. This includes an examination (history and physical) of all incarcerated persons coming into custody completed within the first 14 days of their incarceration.

c) *General Healthcare.* CONTRACTOR shall provide basic healthcare services to incarcerated persons including preventative care.

d) *Sick Call.*

i.) Provision of sick call seven (7) days a week, which may be performed by RNs. Physician sick call (which may be performed by either physicians or mid-level practitioners) must be provided five (5) days a week. Triage of sick call requests shall be conducted by a nurse practitioner or registered nurse within their scope of practice.

ii.) Incarcerated persons shall have access to essential health care services at all times. At a minimum, an RN shall be on duty at all times and a physician shall be on duty as required in the staffing matrixes and on call during all other shifts.

iii.) Sick call slips will be triaged daily. Urgent sick call requests are seen by the on duty medical provider, Monday through Friday. During off hours, urgent complaints/requests are communicated to the on-call medical provider by the nurse on duty. The on-call provider will treat or refer the patient as deemed medically appropriate. Sick calls shall be performed by an RN or higher-level care provider (physician, physician's assistant, or nurse practitioner).
An RN or higher-level care provider (physician, physician's assistant, or nurse practitioner) will make daily rounds for all segregation units. Any and all assessments shall be done by an RN or higher. CONTRACTOR is responsible for development and implementation of health care plans. Incarcerated persons being treated in the facility shall have health care plans with clear goals, objectives, policies, and procedures for documenting goal achievements. At all times, CONTRACTOR will be required to comply with the procedures, staffing, and practices required in the implementation plans.

e) *Incarcerated Person Biometric Wellness Solution*

i.) Within 12 months of start of contract CONTRACTOR to implement biometric wellness solution project to support the monitoring of up to 40 incarcerated persons.

f) *Best Practices.* CONTRACTOR shall provide recommendations to MCSO and assistance with policy updates, or compliance changes in medical standards and other applicable laws or standards.

g) *Leadership.* CONTRACTOR's administrative leadership services shall have cost accountability and, if requested, justify medical care and responsiveness.

h) *Food Services – Special Diets*. CONTRACTOR shall provide recommendations for all medical and special needs diets. CONTRACTOR shall adhere to the medical dietary standards outlined in Title 15, Section 1248, as they may change from time to time and all other legal requirements.

i) *Food Service Clearances* – CONTRACTOR will conduct food service clearance exams on incarcerated person kitchen workers to ensure incarcerated persons don't have any medical conditions that would be incompatible with food handling and serving in the jail.

j) *Suicide Prevention Program*. CONTRACTOR shall coordinate with sheriff's command staff to implement all aspects of the suicide prevention measures, including but not limited to:

i. Coordinated meetings and working in collaboration to provide pre- screening and crisis intervention.

ii. Provisions of a psychiatrist and licensed mental health providers to participate in the program, review issues related to suicide prevention and address the resolution of problems in accordance with the more stringent of *Hernandez et al v. County of Monterey et. al.*, Case Number: 5:13-cv- 02354-BLF or / NCCHC standards (once NCCHC certification is achieved).

iii. CONTRACTOR will provide screening and crisis intervention, making certain that all medical treatment needs are addressed and outside transfer to a facility is considered especially for severely unstable or mentally ill incarcerated persons.

iv. For every incarcerated person placed in a safety cell placement or on a suicide watch, CONTRACTOR shall ensure incarcerated person is monitored by health services staff as medically appropriate and in compliance with *Hernandez et al v. County of Monterey et. al.*, Case Number: 5:13-cv- 02354-BLF and NCCHC standards (once NCCHC certification is achieved).

v. CONTRACTOR shall work cooperatively with outside agencies as needed.

k) *Dental Services.* CONTRACTOR shall provide emergency, medically necessary, and non-emergency dental services, including but not limited to extractions and hygienic cleanings. Services shall be provided 24 hours per week at the Monterey County Jail ("MCJ").

Based on the incarcerated person's length of stay and priorities listed, CONTRACTOR will provide the following treatment:

i. Relief of pain and treatment of acute infections, including hemorrhage, toothaches, broken, lose or knocked out teeth, abscesses, and dry sockets after extractions.

ii. Extraction of unsalvageable teeth.

iii. Repair of injured or carious teeth.

iv. Removal of irritation conditions that may lead to malignancies (if incarceration is prolonged). Dental hygiene services and exam for incarcerated persons in

custody for a year or more.

v. CONTRACTOR will provide triage, prioritize, and then schedule incarcerated persons to see the dentist. Incarcerated persons requiring oral attention will be scheduled to see the dentist as soon as possible. If the incarcerated person's dental requirements are emergent, the dentist will see them as soon as possible.

vi. For elective work that can be deferred CONTRACTOR will provide appropriate referral information upon the incarcerated person's release.

l.) *Special Needs of Pregnant and Postpartum Women.* CONTRACTOR shall care for the special needs of pregnant and postpartum women, including, but not be limited to:

i. Following Pregnant Female Protocols established by statutes, regulations, County Policies, and Procedures.

ii. Referrals and coordination with community-based methadone treatment program experienced in the special needs of pregnant/postpartum clients.

iii. Prenatal education and counseling; provided onsite or offsite at Laurel Family Practice at Natividad Medical Center; and

iv. Coordination of special medical services. If requested by County, CONTRACTOR shall provide verification by supplying copies of written agreements with service providers to assure the continuous availability of the full range of routine and emergency obstetrical services including management of high-risk conditions. Preference shall be given to using County High Risk OB clinic at Laurel Family Practice at Natividad Medical Center.

m) *Family Planning Services*. CONTRACTOR shall provide family planning services pursuant to Penal Code Sections 3409, 3440, 4023.5 and other applicable laws.

n) *Vision.* Evaluation and treatment of vision conditions which, based on the length of incarceration, are medically necessary. CONTRACTOR shall provide on-site basic optometry services provided by a licensed optometrist. Services shall include assessment, treatment, and consultation including examination of eyes for health and vision problems, prescriptions for glasses, and diagnosis and treatment of eye disease such as glaucoma, cataracts and retinal disorders. The selected CONTRACTOR must provide, repair, or replace glasses, when necessary. All optometry equipment and supplies will be the responsibility of the CONTRACTOR.

o) *Consulting Services and Medical Equipment.* Making arrangements and payments for all consulting medical specialty services and special medical equipment (i.e. braces, crutches, hearing impaired vests, wheelchairs, etc.). Special medical equipment is defined as durable medical equipment (DME) as set forth under Medicare Part B plans and includes, but is not limited to diabetic supplies, canes, crutches, walkers, commode chairs, home type oxygen equipment, traction equipment, etc. As further defined, DME is equipment which 1) can withstand repeated use, 2) is primarily and customarily used to serve a medical purpose, 3) is generally not useful to a person in the absence of illness or injury, and 4) is appropriate for use in the incarcerated persons housing area.

The use of any DME within the facility will be with the approval of the MCSO. For any major equipment, including beds and seat lift mechanisms, CONTRACTOR shall meet with County to discuss the need and if County will be purchasing and retaining ownership of the equipment.

p) *Hospital Care*. CONTRACTOR shall make arrangements for all "Inpatient admissions", to be paid for by County. "Inpatient admission" shall be defined as an emergent, urgent or routine admission to a hospital which marks the beginning of an inpatient episode, and entails a full admission procedure with completion of registration documents and formal acceptance of the patient by the hospital.

1. CONTRACTOR shall pay for, arrange, and coordinate all outpatient services, including dental care, and outpatient surgeries.

2. All inpatient care shall be provided by Natividad Medical Center, unless the facility is unable to provide the type of service or level of care needed by incarcerated person. In these cases, CONTRACTOR shall arrange for and coordinate care for incarcerated person at an alternate facility where it has contracted for services; County shall pay for all inpatient care, including lab, radiology, inpatient consults and testing and anesthesia.

3. CONTRACTOR shall perform or subcontract for any surgical services that may be necessary to treat the incarcerated persons for injuries, diseases and illnesses.

4. **Acute Care Needs:** **"**Acute Care" is defined as emergencies that require care outside of the facility, for which there is unavailability of specific services. Hospitalization for the acute care needs of all incarcerated persons are currently provided by a combination of area health providers, including Natividad Medical Center, Salinas Valley Memorial Hospital, Community Hospital of the Monterey Peninsula and San Jose Regional Medical Center. CONTRACTOR may use another provider with the written consent of County.

5. **Emergency Treatment:** CONTRACTOR shall render emergency treatment to the incarcerated persons when such services are required. CONTRACTOR shall be responsible for all psychiatric emergency services including, crisis intervention, crisis stabilization, and crisis de-escalation services for incarcerated persons within the jail.

6. **Emergency Room:** Emergency room care for County incarcerated persons shall be provided by Natividad Medical Center (NMC) in Salinas, CA. CONTRACTOR shall use other providers, only if NMC is unable to provide the level or type of medical services required by incarcerated person.

7. **Mental Health Services:** CONTRACTOR is responsible for mental health care for all incarcerated persons.

i. CONTRACTOR shall staff the Sheriff's Jail according to the submitted staffing plan and render mental health services to the incarcerated persons when such services are required and as described in CONTRACTOR's proposal. Mental Health treatment services under this program shall include, but are not limited to: evaluation and assessment, including dual diagnosis; 24-hour crisis intervention, medication management; referral for acute psychiatric hospital care; consultation with custody to determine appropriate housing; assisting, coordinating, and participating with Sheriff for monitoring of safety and isolation cells; development and implementation of behavioral plans to change problematic

behaviors. CONTRACTOR may provide psychiatry services via tele-psychiatry, as appropriate.

ii. All new incarcerated persons shall be observed and queried for signs/presence and history of mental illness, including suicidal behavior/ideations, and use of medication for psychiatric treatment as part of the intake health screening completed by the Booking RN.

iii. Mental Health services provided on-site will include crisis evaluation, socialization programs, group therapy, medication management, psychiatric evaluations, psychiatry exams, and individual therapy.

iv. The on-site mental health team may be comprised of the psychiatrist or psychiatric mid-level provider (psychiatric FNP or PA), and licensed mental health professionals (MHP), which may include psychologists, Marriage and Family Therapists (MFT), Licensed Clinical Social Workers (LCSW), and Psychiatric Registered Nurse. A licensed psychiatrist or MHP will be available either on-site, via tele-psych and on-call to health services staff at the jail for consultation, referral and treatment, as dictated by *Hernandez et al v. County of Monterey et. al*., Case Number: 5:13-cv-02354-BLF court orders, and NCCHC standards.

v. Incarcerated persons in safety cells whose condition deteriorates, or for whom the nurse is unable to complete a hands-on assessment including vital signs after six hours of placement shall be transferred to Natividad Medical Center for further assessment.

vi. CONTRACTOR shall work in collaboration with outside mental health services providers. CONTRACTOR will work with current or previous mental health practitioners in an effort to gain information on: patient (incarcerated person) history, prescription medication administration, and treatment protocols. The contractor will work in collaboration with outside mental health providers in an effort to maximize the continuity of patient care. CONTRACTOR will consult with outside mental health practitioners and give consideration to outside physician recommendations as to prescription medication administration for any incarcerated person that is a current or former outside mental health care provider's patient. If there is a conflict between CONTRACTOR's chosen medication and the medication prescribed by a previous or current mental health provider, CONTRACTOR must utilize the medication with the most likelihood of positive therapeutic results based on the totality of information from patient history, previous physician recommendation, or previous prescription administration results; regardless of the "formulary" status of a medication. Whether or not a particular medication is one of the contractor's "regular" or formulary drug shall not be a barrier to its utilization.

8. **Disaster:**. CONTRACTOR shall provide comprehensive medical care services during a natural disaster. CONTRACTOR shall implement a contingency plan to provide medical services to incarcerated persons following a natural disaster or declared state of emergency.

9. **Ancillary Services**: CONTRACTOR shall provide, arrange, and pay for laboratory, x-ray, and other ancillary services. Ancillary services should be performed on-site, but may if needed, be performed off-site.

10. **Laboratory Services:**

a.) CONTRACTOR will provide medically necessary diagnostic laboratory testing using a

licensed and approved laboratory. Whenever possible, laboratory tests will be conducted on site. Laboratory testing includes routine, special chemistry and toxicology analysis.

b.) CONTRACTOR will coordinate with Lab Services for timely pickup and delivery of accurate reporting within 24 hours.

i. Within 72 hours, the physician will review, date and initial laboratory data upon receipt of test results. Once reviewed, the results are filed in the incarcerated person's health record and a plan of care established, as appropriate and immediately report crisis levels to the supervising physician.

ii. When CONTRACTOR implements Electronic Health Record (EHR) or Electronic Medical Record (EMR) system, CONTRACTOR remains solely responsible for any laboratory interface costs to its EMR/EHR.

11. **Radiology Services**:

a) CONTRACTOR will contract with imaging and radiology provider as necessary to facilitate both on-site and off-site radiology services for x-ray, CT, and MRI. CONTRACTOR will work in collaboration with MCSO transportation unit to facilitate necessary radiology services.

b) The site physician will review and initial all radiology results and develop a follow-up care plan as indicated.

12. **Electrocardiogram (ECG) Services:**

- CONTRACTOR will provide ECG services on site and is responsible for all equipment and supplies required for these services.
- A cardiologist shall provide an over read of performed studies.

13. **Diagnostic Records:** CONTRACTOR shall provide diagnostic results electronically, through the EMR System, once established. Laboratory and Radiology reports will be integrated via messages into an incarcerated person's chart. If a results interface is not being used, results can be manually entered and/or reports can be scanned or uploaded into an incarcerated person's chart.

14. **E-Consult:** CONTRACTOR may use e-Consult to provide near-real-time consultations with a panel of medical specialists. Using e-Consult, CONTRACTOR's on-site physicians, and mid-level providers can access any one of 24 specialties and 35 sub-specialties, including infectious disease, orthopedics, and cardiology. These specialists can either confirm that CONTRACTOR should send the patient for an off-site referral or, as happens about half the time, provide expertise to support management on-site, reducing unnecessary offsite referrals, and ensuring optimal clinical care. All e-Consults shall be documented in the patient chart. Upon completion of an approved referral, appointments are set and scheduled.

15. **Detoxification from Drug and Alcohol**: Arrestees who are under the influence of alcohol or drugs are placed in the protective environment of the sobering cell and will be under close observation by custody and health services staff. Detoxification from alcohol, when performed in

this facility, will be done under medical supervision in accordance with direct orders from the responsible medical provider using approved protocols/standardized procedures.

16. **Hearing/Language Interpreters**: CONTRACTOR will be prepared, have available, and work with interpreters to ensure that screening and provisions of services are provided for all incarcerated persons. CONTRACTOR shall provide, and bear costs for, hearing and language interpreters for medical care, which shall include all intakes, assessments, clinics, and all medical related appointments, as needed, required, and/or requested by the incarcerated person. CONTRACTOR may request assistance from MCSO to meet this obligation only if it is necessary in an exigent circumstance.

17. **Court Orders:** CONTRACTOR shall promptly follow all court orders. CONTRACTOR will testify in court as needed in connection with its performance of services under the Agreement.

    a. CONTRACTOR shall abide by and follow all court orders that relate to incarcerated person medical care and services. CONTRACTOR is required to forward copies of all court orders that relate to incarcerated person medical care and services to the County. If CONTRACTOR believes the court order to be contrary to best medical practices or the incarcerated person's current needs, CONTRACTOR will be responsible for filing the appropriate objections or requests for relief with the court.

SECTION IV

A. CLINIC/OFFICE SPACE, FURNITURE & EQUIPMENT:

1. County shall pay for all local phone calls; all long-distance calls shall be billed back to CONTRACTOR. All utilities such as water, gas and electric will be paid by County.

2. All security and escort duties within the Jail shall be provided by County at County's expense.

3. County reserves the right to refuse to allow any item into the jails if they determine it poses a security risk. CONTRACTOR will develop a method of inventory control for facility safety and security, to be approved by the Facility Commander. County may require approval of the vendor and method of internet/data connection services.

4. CONTRACTOR is responsible for maintaining all medical devices and medical testing equipment in good working order, and for maintaining logs regarding calibration, cleaning and maintenance of all medical devices and laboratory equipment. All costs of medical, laboratory and medical testing equipment maintenance shall be paid by CONTRACTOR.

5. CONTRACTOR is responsible for providing its own computers, servers, software, office chairs, and ergonomic related equipment for office areas, medical areas, and computer workstations and internet/data connection services.

6. At present, the County owns eleven (11) computers and peripherals used by CONTRACTOR. All internet/email service and access to Tracnet Jail Management service are being provided by County. The cost of this equipment and service provision is fifty-five thousand dollars ($55,000) annually. CONTRACTOR may choose to maintain service through the County, or may choose to

install its own computers and network. If CONTRACTOR chooses to utilize county services, CONTRACTOR will be invoiced for this service quarterly, at a cost of $13,750 per quarter.

7. If CONTRACTOR chooses to provide its own connectivity services, County requires that all costs associated with interfaces to Tracnet System be paid for by CONTRACTOR. License/maintenance costs for Tracnet system shall be invoiced to contractor at a rate of $262.66 per license per year. One license is required for each user. License fees increase by 2.5 % annually.

8. If CONTRACTOR opts to install its own computers, all computers installed must meet or exceed County's standards. Should CONTRACTOR opt to install own equipment, all eleven (11) County owned computers/monitors and any county owned printers, or other peripheral devices shall be returned to MCSO IT department, in working order.

9. County has expended $10,100 for a wireless heat mapping survey at the request of CONTRACTOR. CONTRACTOR may arrange for its own heat mapping survey or purchase the survey done by the County.

10. All hazardous/medical waste removal shall be performed by a fully licensed contractor. Payment for medical waste removal and associated costs, including medical waste receptacles, sharps containers, and specialized medicine disposal boxes shall be responsibility of CONTRACTOR. Annual licenses fee for removal of medical waste material at the 1410 Natividad Road address shall be the responsibility of the CONTRACTOR.

SECTION V

A. ADMINISTRATIVE STAFFING:

CONTRACTOR shall provide the following minimum Administrative staffing during the Contract term unless modified by written amendment to this agreement:

1. *Program Manager.* A qualified manager/administrator with three years' experience in health care in a correctional facility health care setting. The Program Manager will assist in coordinating healthcare services for the MCJ and in carrying out the terms of the contract. The responsibilities of the Program Manager will include recruiting, hiring, training, and supervision of staff; scheduling of all personnel to ensure that all shifts are covered, quality assurance audits and training of personnel.

2. *Director of Nursing.* A qualified director of nursing that is a licensed registered nurse, preferably with a bachelor of science in nursing. At least one year of correctional health care and experience in healthcare management is preferred.

3. *Medical Director.* A qualified Board Certified or Board Eligible physician designated as medical director or lead physician. The individual shall have a specialty certification in the field of internal medicine, family practice, or emergency room (ER) medicine. The physician's licenses and credentials shall remain up to date and in good standing. The Medical Director will be responsible for overall health care delivery for the Facilities.

Medical Directors who are not board certified at the time of their start at the Monterey County Jail must obtain board certification within the timeframe defined by their specialty board. Failure to become board

certified within the specified time period shall result in automatic termination of assignment. Once certified by a recognized Board, the Medical Director must remain certified as a condition for assignment to the Monterey County Jail. If the physician's board certification lapses for any reason, they shall have a grace period of two (2) years from the loss of certification to regain board certification. Failure to regain board certification within the specified time period shall result in automatic termination of assignment.

SECTION VI

A. MINIMUM MEDICAL STAFFING:

CONTRACTOR must maintain minimum staffing based on the matrix for the minimum staffing attached as Exhibit B. At all times CONTRACTOR shall:

1. Provide adequate staffing, including 24 / 7 on site coverage by a medical provider with a minimum certification of Registered Nurse.

2. On-call medical director / physician and psychiatrist shall be available by phone 24 hours a day every day. A physician shall be available to provide onsite services if additional or specialized services are needed at the facility. The on-call physician shall be available by telephone to answer questions and travel to the facility within a reasonable time period if necessary.

3. Provide MCSO specific details throughout the term of contract on R.N. coverage to ensure continued 24-hour coverage.

4. Maintain designated full-time equivalents (FTEs) at all times (i.e. should a person go on vacation they must be replaced) in accordance with the matrixes. Any modification of the staffing matrices requires written notification and justification by Contractor to the Monterey County Sheriff's Office with mutual agreement by the Sheriff's Office to authorize an amendment. Staffing plan shall include consideration for a relief factor for all levels of practitioners.

5. The Program Manager and the Medical Director must provide written notification to the Command Staff prior to any scheduled time away from the Facilities including vacations and email notice as soon as possible for any unscheduled time, such as for illness. The notice will include the name of the alternate physician to act on behalf of the Program Manager or Medical Director during his/her absence(s) from the Facilities.

6. Additional Staffing.

   a. Request by County. County may request additional staffing for limited periods of time. If County requests additional staffing that CONTRACTOR does not believe is needed or necessary, CONTRACTOR shall provide a written notice as to why CONTRACTOR deems additional staff unnecessary. If County then notifies CONTRACTOR in writing that it is proceeding with additional staffing; County will pay an additional sum for such staffing, at a cost to be mutually agreed to by the parties.

   b. Request by CONTRACTOR. If the County or CONTRACTOR believes it is necessary to add more staffing on a long term or permanent basis the CONTRACTOR shall meet with County to discuss amending the matrixes, or adding matrixes for increased staffing, including additional Licensed Vocational Nurses and RNs. Any such amendments must be done in writing and approved by the Monterey County Board of Supervisors.

c. Changes in Staffing by Court Order. If there should be a Court order in the matter of *Hernandez v. County of Monterey*, Case #CV5:13 2354 BLF, such that staffing by CONTRACTOR must be increased by more than 3%, County and CONTRACTOR will seek an agreement on an adjusted contract price, in the form of an amendment to this Agreement. Should the parties fail to reach an agreement on an adjusted contract price, either party may terminate this Agreement with ninety (90) days written notice.

SECTION VII

A. STAFFING:

Contactor shall provide the following:

1. *Work Post*. Work Post descriptions (defining the duties, responsibilities, job descriptions, shift and location) for all assignments is to be clearly posted in the facility in an area that is open to all CONTRACTOR staff, but not to incarcerated persons. CONTRACTOR shall review and update the Work Post every six months. Reviewed and approved copies of each Work Post, with the date, must be provided to the Corrections Operations Bureau Chief Deputy Sheriff or designee on February 1st and August 1st of each year. Copies of any Work Post changes must be immediately provided to the Corrections Operations Bureau Chief Deputy Sheriff or designee.

2. *Shift Coverage and Daily Attendance Record.* Copies of staffing schedules, which include all health care staff, shall be posted by CONTRACTOR in designated areas and shall be available to custody for review.

3. *Credit for Failure to Maintain Staffing.* County shall be provided credit for CONTRACTOR's failure to maintain staffing per the terms of this Agreement. CONTRACTOR and County will review staffing schedules on a monthly basis and CONTRACTOR agrees to credit County for the cost of staff that have not been provided pursuant to the terms of this Agreement.
4. *Platform for Staff Input*. CONTRACTOR shall have a process or avenue for its nursing and medical staff to provide input regarding staffing and the level of patient care being provided.

SECTION VIII

A. TRAINING AND EDUCATION:

CONTRACTOR shall provide on-going staff training programs consistent with legal and accreditation standards, including but not limited to:

1. Development and implementation of training program for review of medical protocol and issues for pregnant incarcerated persons.

2. Development and maintenance of a reliable structured program of continuing education that meets or exceeds accreditation standards for health care staff annually, including employees, agents, subcontractors, and service providers.

3. All training required by the Implementation plans including ongoing orientation for new deputies and ongoing training of custody staff regarding medical issues in the jail, including mental health issues, and suicide prevention techniques.

4. Training consistent with MCSO policies and agreements, and/or at the request of MCSO.

5. CONTRACTOR shall provide the County with a copy of its training program if requested; and shall provide the training and accreditation certification for all of its staff, agents, and/or personnel who work in County detention and correction facilities if requested.

SECTION IX

PHARMACEUTICALS:

CONTRACTOR shall be responsible for ordering, payment, and proper control and distribution of all pharmaceuticals. In addition, CONTRACTOR shall establish a pharmaceutical committee. The committee shall consist of the medical director, supervision R.N. and pharmacist and shall establish standards in compliance with state and federal law and regulations and shall ensure compliance. A County Health Officer or his/her designee shall review and approve CONTRACTOR's pharmaceutical management plan and procedures annually. Pharmacy services shall be consistent with State and Federal regulations, monitored by a licensed, qualified pharmacist. All new policy and procedures and revisions will be reviewed and approved by County Health Officer or his/her designee of a licensed pharmacist. An annual inventory report shall be submitted to the Administrative Captain each year of the contract thereafter. CONTRACTOR shall administer medications to incarcerated persons using a system that includes tracking, accountability, and ease of transporting and providing the medications. CONTRACTOR shall also be available to meet and confer with the County on an alternative system and upon County's request, CONTRACTOR shall promptly transition to the alternative system. County understands and agrees that implementation of an alternative system may require additional staffing and costs and may require structural modification of the jail. County further understands and agrees that an alternative system may require state licensure prior to initiation of operations, and that obtaining such licensure can take an extended period of time. If County requests implementation of an alternative system, the Parties shall meet and negotiate in good faith an amendment to the Agreement to account for the factors described above. CONTRACTOR understands and agrees that it shall work diligently and make its best reasonable effort to implement the alternative system as quickly as possible upon the amendment of the Agreement.

SECTION X.

TRANSPORTATION AND SECURITY:

1. Ambulance Transportation. CONTRACTOR shall contract with a licensed ambulance entity and pay for necessary ambulance, and other first responder transportation costs for non-emergency and emergency related transports. If requested, CONTRACTOR shall provide a copy of the contract to County. Policies and procedures for appropriate modes of transportation shall be jointly developed by MCSO and CONTRACTOR. Any required Air Ambulance services shall be the responsibility of the CONTRACTOR.
2. Security. County shall pay for the costs of deputy security, non-ambulance transportation and any other extraneous expenses related to the security and transfer to, or housing of, incarcerated persons in outside medical facilities.

SECTION XI.

A. COMPLIANCE WITH LEGAL REQUIREMENTS:

CONTRACTOR shall comply with all relevant legal requirements including but not limited to the following:

1. *California Code of Regulations Title 15. Crime Prevention and Corrections.* CONTRACTOR shall meet all applicable requirements of Title 15.

2. *Female Incarcerated Persons Rights Plan.* CONTRACTOR shall meet the requirements of the Reproductive Privacy Act (Health and Safety Code 123460 et seq.) (Jan. 1, 2003).

3. *Incarcerates Persons with Disabilities, Mental Health Issues, and Gender Matters.* CONTRACTOR shall comply with and abide by federal and state laws as well as all MCSO policies as they relate to incarcerated persons and the Facilities, including but not limited to the Americans with Disabilities Act (ADA), incarcerated persons determined to have a mental issue, and matters involving transgender incarcerated persons.

4. *Prison Rape Elimination.* CONTRACTOR shall adopt and comply with the Prison Rape Elimination Act ("PREA") standards, and make information available to Monterey County, as required under 28 CFR § 115.12, to demonstrate its PREA compliance. 28 CFR §115.401 requires CONTRACTOR to engage in and receive a PREA audit at least once during a three-year audit cycle. CONTRACTOR will make available to Monterey County Sheriff's Office Contract Monitor the auditor's final report after completion of an audit. Until the first audit report becomes available, CONTRACTOR shall demonstrate PREA compliance to Monterey County by furnishing a copy of its PREA policy to Monterey County Sheriff's Office Contract Monitor. If no PREA audit has been conducted by the time the contract begins, plans to conduct a PREA audit must be demonstrated to MCSO within the statutorily set time frame.

5. Medi-Cal regulations and ORP only licensure. CONTRACTOR agrees to use only physicians and physician extenders (nurse practitioners, physician assistants) that are not debarred from treating/referring/dispensing to Medicare or Medi-Cal patients.

6. *Medi-Cal Inmate Program* (MCIP): CONTRACTOR agrees to cooperate with and abide by rules and regulations of MCIP program, as per the contract County holds with the State of California.

7. Court ordered restrictions: CONTRACTOR agrees to comply with any/all court ordered restrictions or requirements placed upon County due to *Hernandez et al v. County of Monterey et. al., Case Number: 5:13-cv-02354-BLF*.

SECTION XII.

A. QUALITY ASSURANCE / OVERSIGHT / REPORTING:

The County may, at its own expense, contract with a neutral third party(ies) experienced in medical quality assurance reviews ("Quality Assurance Consultant"). The services of this third-party consultant(s) may include items such as conducting periodic audits of incarcerated person medical records for treatment of medical conditions in order to evaluate the timeliness of care, appropriateness of assessment, treatment, and type of provider and level of care. CONTRACTOR shall cooperate fully with County's Quality Assurance Consultant(s) including providing full and immediate access to records, including incarcerated person medical records.

1. CONTRACTOR shall cooperate fully with County in all oversight and review of services provided or requested by the County. In addition, CONTRACTOR will work cooperatively, fully

communicate, promptly provide information and documentation, and fully share information with Monterey County Health Department who will work with MCSO on oversight of the contract.

2. CONTRACTOR shall participate, as requested, on County committees related to incarcerated person medical care, including providing service information and statistics.

3. CONTRACTOR shall assign a qualified professional to attend and participate in all meetings related to incarcerated person medical care.

4. Results of medical quality assurance reviews, as well as recommendations for corrective action, will be provided to CONTRACTOR. CONTRACTOR will take recommended corrective action, or will advise the County in writing why such corrective action should not be taken. CONTRACTOR will cooperate with procedures to resolve any impasse in recommendations to make corrective actions.

    a. CONTRACTOR shall provide written responses to County regarding all issues identified in the medical quality assurance reviews within 30 days of receiving them unless an extension is granted in writing by the Medical Liaison Commander.

    b. CONTRACTOR shall provide timely written responses, in no event later than 30 days, from receipt regarding findings in any cases with which CONTRACTOR disagrees.

5. The on-site Medical Director and Program Manager shall ensure the confidentiality of all patient record information, the audit process, all findings, and reports. CONTRACTOR shall delete all patient identifiers from audit worksheets, reports, and committee minutes. Maintenance of and access to quality review management documentation shall be under the authority of the Medical Director and Program Manager.

SECTION XIII.

OVERSIGHT AND COMMITTEE PARTICIPATION:

The Medical Director, Program Manager, and other appropriate representatives of the medical provider shall regularly attend meetings related to incarcerated person health services, as requested by County. Attendance at meetings shall include participation to report on issues of concern and cooperate on an ongoing basis with designated committee representatives.

The Program Manager, or a designee approved by the Corrections Operations Bureau Chief Deputy Sheriff, shall attend and participate in meetings as requested by County

All services provided by the CONTRACTOR are subject to review and evaluation for quality of care through established and regularly performed audits. Procedures, protocols and administrative policies and practices are also subject to review.

SECTION XIV.

A. MEDICAL AUDIT MEETINGS:

1. *Health Care Committees.* CONTRACTOR shall collaborate and participate in meetings, committees, and audits responsible for developing, recommending and implementing all future policies and procedures necessary for the operation of the health care program, as needed. The objective of these meetings and committees will be to assure quality health care is accessible to all incarcerated persons.

2. *Quality Assurance Meetings*. CONTRACTOR shall attend, prepare for, and participate in the monthly Quality Assurance Meetings at MCJ every month. In addition to discussing policy matters and medical and mental health updates, the Quality Assurance meetings may also include, but shall not be limited to: monthly statistics, infection control, incarcerated person grievances, health and safety inspection reports, staffing plan updates, other health care topics, as warranted, offsite services report, including the purpose of the medical transport, staffing; audits; Error Rates; quality assurance matters; oversight; recommendations; accreditation; scheduling; compliance; general issues/concerns; and security/safety matters.

   The Quality Assurance Meeting will include physicians from Public Health and Mental Health departments, dentist, jail mid-level practitioners, the Medical Director and the Program Manager. Other medical professional guests may be invited as deemed appropriate by the Medical Director. The meeting will be used to conduct medical record reviews of all incarcerated person deaths, all acute hospital, and infirmary admissions with the objective of identifying appropriateness of, deficiencies and/or inconsistencies in service delivery. Findings will be documented in the meeting minutes, a plan and schedule for corrective action will be developed to include action to be taken, responsibility for implementation and follow-up reporting.

SECTION XV.

GRIEVANCE PROCEDURE:

CONTRACTOR will follow the current grievance policy and procedure with the MCSO for the communication and resolution of incarcerated person and staff complaints or other items regarding any aspect of health care delivery. The Program Manager shall respond to and act as the primary contact with MCSO in reviewing and responding to complaints. CONTRACTOR shall promptly respond, provide information to MCSO, and adhere to all time lines for responses. When the assigned individual is on vacation or otherwise unavailable, coverage must be provided and the responsible individual identified to the Corrections Operations Bureau Chief Deputy Sheriff or designee. (All incarcerated person grievances relating to medical care and dental services shall be reviewed by the MCSO Ombudsperson).

SECTION XVI.

ACCESS:

Security staff shall accompany health care staff in providing health care services in secure areas in accordance with written policies or procedures. CONTRACTOR, their employees, agents, and contractors shall follow MCSO policies and procedures at all times.

SECTION XVII.

CLAIMS AND LEGAL ACTIONS:

CONTRACTOR shall actively and fully cooperate with County legal counsel and risk management staff in the investigation, defense and / or other work related to any claim or legal action against or on behalf of the County, including any of its departments, employees, volunteers or agents, regarding incarcerated person health care services. Said assistance shall include, but is not limited to:

1. Timely provision of data;
2. Medical records;
3. Investigation of claims;
4. Preparation of declarations or affidavits; and

Other information as counsel deems necessary to prepare the defense or prosecution including participation at any trial or hearing.

SECTION XVIII.

TRANSFERS, RELEASES AND CONTINUITY OF CARE:

1. *Public Health Notification.* CONTRACTOR is responsible for notifying the appropriate public health agencies of reportable illnesses and communicable diseases, and will make such reports prior to incarcerated person release where possible. CONTRACTOR is required to disclose all relevant communicable disease information for incarcerated persons as allowed by applicable laws.

2. *Transfer of Health Records.* Health records of an incarcerated person who is being transferred, whether for medical or other reasons, shall be evaluated by medical staff and a transfer summary completed.

3. *Tuberculosis.* Procedures for transfer of incarcerated persons with suspected or known active tuberculosis shall be established by CONTRACTOR in compliance with statutory and regulatory requirements.

4. *Compassionate Care.* CONTRACTOR will provide assistance to County as requested in developing a compassionate care release program and participating in and cooperating with the compassionate care release program when implemented.

SECTION XIX.

CONTRACT ADMINISTRATOR:

1. CONTRACTOR shall provide various subject matter experts to act as contract administrators who will be the primary points of contact for issues related to the contract.

2. CONTRACTOR shall work with the designated liaisons whose responsibilities include, but are not be limited to:

   a. Contract compliance
   b. Fiscal Considerations
   c. Liaison with provider and respective County agencies, and
   d. Protocol development assistance

SECTION XX.

A. MEDICAL RECORDS:

1. *Maintenance*: Individual incarcerated person health records shall be fully and properly maintained, including but not limited to:
    a. Pre-screen history
    b. Medical evaluation report
    c. Complaints of injury or illness and action taken
    d. Physician orders
    e. Progress notes
    f. Names of all personnel treating, prescribing, and/or issuing education
    g. Medications administered
    h. All laboratory, x-ray, and other documentation of treatment provided, and
    i. Documentation of all off-site services.

2. *Confidentiality*. CONTRACTOR shall maintain confidentiality of the health care records as is required by law. All medical records shall be and remain the property of the County. In the event of a contract termination, CONTRACTOR shall confirm County has received and has access to the full updated and accurate records, in part to assure compliance with medical records retention practices.
3. *Audit*: CONTRACTOR shall cooperate with the County and third parties authorized by County for medical records review.
4. *Reporting.* CONTRACTOR shall prepare and submit regular reports to the County unless otherwise stated reports are to be submitted on July 1st of each year and at other times as requested by County.
5. *Property.* Records, electronic or written, are the property of the County of Monterey. Any information not contained within the patient's health record may be viewed by County upon written permission of CONTRACTOR, which may require an executed confidentiality agreement.
6. *Electronic Medical Records System.*
    a. CONTRACTOR will maintain all records in accordance with Section 1205 of Title 15 of the California Code of Regulations and NCCHC accreditation guidelines.
    b. CONTRACTOR shall provide a comprehensive Electronic Medical Records (EMR)/ Electronic Health Records (EHR) package that focus on reliability, stability, and ease of use.
    c. CONTRACTOR shall provide the EMR System so that it shall:
        i. Provide CONTRACTOR's EMR system limited access to the Jail Management System (JMS) in compliance with legal restrictions on the data.
        ii. Provide MCSO staff a minimum of ten (10) site licenses with Read Only Access to the EMR System in compliance with legal restrictions on the data. CONTRACTOR shall provide access at no cost to County, including payment of any licensing and use fees.

iii. Be properly maintained and serviced, including computers, computer systems, hardware, and equipment. (County is responsible for the maintenance and servicing of its computer systems, terminals, hardware/servers, workstations hardware, and equipment for JMS.)

iv. Meet or exceed cabling and connectivity requirements as specified or directed by County.

v. Have its own network or work with county I.T. to continue existing network services.

vi. The EMR system must minimally meet the certification standards of the Certification Commission for Health IT (CCHIT).

vii. To maximize continuity of care, Contractor within 12 months of contract start date will utilize an EMR that is fully integrated with the EMR used by Natividad Medical Center and the local clinics. County and CONTRACTOR will in good faith work together to analyze whether their systems can be used to allow communication between other health care providers. If those systems cannot be integrated, the parties will work in good faith on a mechanism to allow providers to communicate effectively.

viii. CONTRACTOR is responsible for any and all costs incurred for designing and implementing an Application Programming Interface (API) and maintaining a Health Information Exchange (HIE) to allow for seamless transition from current EHR and communication between all County Public Health, County Behavioral Health, and Natividad Medical Center EHRs.

d. CONTRACTOR shall obtain MCSO's approval of intended applications and systems before installation.

e. CONTRACTOR is responsible for all costs of the EMR System, including payment of County costs associated for procuring and maintaining software interface between the JMS and EMR systems. CONTRACTOR shall complete an interface with JMS as soon as reasonably practicable, but no later than 6 months after start of services performed by contract.

SECTION XXI:

A. Discharge Planning

1. Contractor will provide discharge planning for individuals with serious health needs. This shall include, as appropriate, but not limited to:
    a. Psychiatric prescriptions/medications upon discharge (shall be in compliance with 340B Drug Program standards, or better);
    b. Prescription for Narcan for individuals identified as having an opioid addiction;

c. Arrangements or referral to community providers, including local programs/services provided through the California Mental Health Services Act, if any, to facility discharge of mental health patients.

2. CONTRACTOR will support the following pre-release care management activities:
   a. CONTRACTOR will ensure a process is in place to assign an accessible pre-release care manager in accordance with guidelines in Table 11 of the California Advancing and Innovating Medi-Cal (CalAIM) Policy & Operational Guide, including with support from the managed care plan (MCP), Justice Involved –(JI) liaison, and/or Provider directory.
   b. CONTRACTOR will collaborate with the MCP's pre-release care managers to ensure a whole person needs assessment, inclusive of SDOH, is conducted.
   c. CONTRACTOR will collaborate with the MCP's in-reach pre-release care managers to ensure they have the information needed to coordinate all needed care as part of the reentry stabilization, treatment, and planning for release in alignment with the CalAIM JI requirements. This includes participation in warm handoffs with community-based Providers and the MCP's pre-release care managers.
   d. CONTRACTOR will support delivery of care management services, including scheduling an initial appointment and follow-up appointments between the individual and the pre-release care manager.
   e. CONTRACTOR will work collaboratively with the in-reach MCP's pre-release care managers, various partners, and the detainees for the development of a reentry care plan.
   f. CONTRACTOR'S medical staff will participate in professional-to-professional clinical consultation and warm handoffs, per the policy and operations guide.
   g. CONTRACTOR'S medical staff will coordinate with, assist, and share information with the pre- release care managers, enhanced care management (ECM) Providers, and community-based Providers as needed, including attending reentry care coordination meetings.

2. CONTRACTOR's responsibility for medical and behavioral healthcare services will end at the completion of the discharge process, including linkage to care, as appropriate.
3. Prior to discharge, CONTRACTOR must appropriately connect the incarcerated people, as applicable, for the continuation of care for medical and behavioral health services, per NCCHC guidelines (NCCHC 2018 J-E-10).
4. CONTRACTOR will provide comprehensive discharge planning services that includes, at minimum, arrangement or referrals and connection to community medical and/or behavioral healthcare Providers for follow-up services and provision of a 30-day supply of psychiatric and medical life- sustaining prescription medications, including MAT medications. In addition, handoffs for ECM and community support under the CalAIM initiative will be required.
   a. CONTRACTOR shall provide a team of licensed behavioral health clinicians to assist incarcerated persons with a diagnosed behavioral health condition with a referral to an appropriate community program. Connections for incarcerated persons with SMI and/or significant health issues must also include assistance with applying for benefits, finding housing and employment, scheduling appointments, and/or arranging for transportation, and exchanging/releasing of healthcare-related information when release date is known.
   b. CONTRACTOR shall also coordinate care upon release of incarcerated persons needing follow-up care (for example: prenatal, post-natal, cancer therapy, etc.) to appropriate

clinics and hospitals. CONTRACTOR shall work with the Department of Social Services (DSS) to assist incarcerated persons with Medi-Cal applications to meet CalAIM requirements. The application process for people requesting Medi-Cal services shall begin at least five days after booking and when requested after booking.

c. Consistent with the CalAIM guidance, CONTRACTOR shall provide a minimum 30-day supply (as clinically appropriate) of covered outpatient prescribed medications and prescription OTC (over the counter) medicine to people upon release. The cost of the discharge medications is the responsibility of CONTRACTOR. Whenever possible, long-acting injectable psychotropics should be used at discharge for those people for whom it is clinically indicated.

d. At the jail's request, CONTRACTOR should include a plan to supply naloxone upon discharge.

e. CONTRACTOR shall establish procedures to facilitate the bridging of all MAT medications and therapeutic services with Behavioral Wellness, CenCal Health (the MCP), or other community groups receiving the patient into their MAT programs after discharge from the jail. Whenever possible, long-acting injectable MAT medications should be used at discharge for those people for whom it is clinically and socially indicated.

f. Connections to treatments should include facilitating a meeting with community Providers prior to release. Scheduled appointments shall be attempted and offered to all incarcerated people with SMI prior to release at least three times before considered a refusal. All attempts and refusals must be documented in CONTRACTOR'S EHR. The connection to treatment is considered refused as outlined above and will be reported monthly, along with the total number of appointments made but declined.

g. CONTRACTOR shall work with assigned staff from County's current or future Incarcerated Person Programs Provider (Currently GEO), or a community group to align with CalAIM legislation to coordinate enrollment, appointments, and connections to treatments prior to release. CONTRACTOR shall demonstrate how it will address the sharing and collection of information within its EHR system for the purposes of documenting these services. CONTRACTOR will be expected to maintain data and provide reports on all handoffs made to outside services for which the Sheriff's Office or Probation Department may be responsible.

h. CONTRACTOR will notify the County Department of Behavioral Health once a related need is identified.

i. The initial appointment with the pre-release care manager (embedded or in-reach) must be scheduled within eight days of pre-release service aid code activation. As a best practice, the initial appointment should be scheduled within two business days of aid code activation.

j. CONTRACTOR will have a process to ensure that people who receive pre-release services are assigned pre-release care managers. If they are in-reach care managers, they will become the post-release ECM Providers.

k. CONTRACTOR must contact and make arrangements with community-based or embedded care managers within eight days of activating the JI aid code. Contact to schedule with the in-reach Provider must begin within three business days of JI aid code activation, and appointments must be scheduled within the next seven days.

l. Presenting a HIPAA-compliant ROI form for detainee signature, allowing the jail to request

and obtain medical and/or behavioral health information and to coordinate detainee's care at release with community Providers and insurers as necessary. CONTRACTOR shall develop and submit the form to the jail for approval.

SECTION XXII:

A. Medication-Assisted Treatment

1. CONTRACTOR shall include plan for treating people with substance use disorders (SUD), including MAT whenever clinically indicated and consistent with the BJA Withdrawal Management Guidelines.

2. The CONTRACTOR must continue MAT for patients who were receiving this treatment before their arrest, start treatment for patients in the jail upon request if clinically indicated, and provide bridge medications for patients at release consistent with community standard of care and CalAIM. These services must be coordinated with the County's SUD program, which provides psychoeducation and programming inside the jail and coordinates with the County and other outpatient services upon release. Prescribers shall be trained to prescribe all forms of buprenorphine and must be able to provide this service within the jail.

3. CONTRACTOR will use the most recent evidence-based SUD screening instruments, such as:

    a. The National Institute on Drug Abuse's (NIDA's) modified Alcohol, Smoking and Substance Involvement Screening Test (ASSIST)

    b. Texas Christian University Drug Screen

    c. Tobacco Alcohol Prescription Drug Screen (TAPS)

    d. Other evidence-based screens that the County has approved

    e. For people incarcerated 30 days or longer, ensure an ASAM criteria assessment is completed within 30 days of first visits with a PPHA and/or an SUD counselor.

4. CONTRACTOR must have a process in place for a qualified treatment Provider to determine whether individuals who screen positive for SUD or who later report an SUD-associated craving require treatment. In addition, the Provider must have a process in place to ensure all individuals receive timely treatment to initiate and provide medication as soon as the need is identified. Treatment will be maintained throughout incarceration to ensure that medications for SUD are provided as soon as possible in alignment with clinical indications, especially in the presence of withdrawal symptoms.

5. CONTRACTOR shall provide medically indicated withdrawal treatments per NCCHC standards for health services.

6. All FDA-approved medications for SUD/alcohol use disorder (AUD) will be available per the CalAIM Policy and Operational Guide. Furthermore, CONTRACTOR will have a relationship with a narcotic treatment Provider (NTP) or partner with one that is qualified to prescribe and/or continue methadone treatment.

7. CONTRACTOR must have policies and processes in place that allow for the provision of MAT

options for SUD, including methadone, which would be available to individuals if they were living in the community.

SECTION XXIII:

A. Statistical Information.

CONTRACTOR shall maintain general statistics and record keeping about the services provided. CONTRACTOR shall make available to the County accrued data regarding services provided. Data shall be compiled in appropriate reports as defined by the County and be provided in a monthly report. Such reports shall be in a format that does not contain any personally identifiably information about incarcerated persons, but can be analyzed by incarcerated person's age, sex, diagnosis and length of jail stay.

1. *Dashboards.* CONTRACTOR will develop withing six months of contract start a site-specific dashboard in conjunction with CorEMR to provide comprehensive business analytics capacities. This Dashboard will leverage CorEMR's existing healthcare data infrastructure while adding customized visualization and analytical components tailored to MCSO specific operational needs. Dashboard will minimally include:

    a. Planning and Requirements Gathering
    b. Design and Development
    c. Testing and Refinement
    d. Deployment and Training
    e. Monitoring and Optimization

2. *Credential Report.* CONTRACTOR shall submit an annual Compliance Report by calendar year, due each year by no later than January 15, to MCSO on all applicable certifications, accreditations, and licenses during the life of this contract.

3. *Health Appraisal Status Report.* CONTRACTOR shall prepare an annual report by calendar year, due each year no later than January 15 to County on compliance with federal laws and California laws, regulations, and codes relating to Detention and Corrections Facilities Medical Programs at MCJ; including, but not limited to compliance with PREA and the Americans with Disabilities Act. Reports may include:

    a. Incarcerated person requests for various services
    b. Incarcerated persons seen at sick call
    c. Incarcerated persons seen by physician
    d. Incarcerated persons seen by dentist
    e. Incarcerated persons seen by psychiatrist
    f. Incarcerated persons seen by psychologist
    g. Incarcerated persons seen by OB/GYN
    h. Incarcerate persons seen by case manager
    i. Out Patient Housing Unit admission, patient days, average length of stay
    j. Mental Health referrals
    k. Off-site hospital admissions
    l. Medical specialty consultation referrals
    m. Intake medical screening

n. History and physical assessments
o. Psychiatric evaluations
p. Specialty clinics attendance and screenings in house
q. Diagnostic studies
r. Report of third party reimbursement, pursuit of recovery
s. Percentage of incarcerate person population dispensed medication
t. Incarcerated persons testing positive for venereal disease
u. Incarcerated persons testing positive for AIDS or AIDS antibodies
v. Incarcerated persons testing positive for TB
w. Incarcerated person mortality
x. Number of hours worked by entire medical staff, specifying each post or shift
y. Other data deemed appropriate by the Captain or Medical Liaison Commander.

4.Health Services Utilization Reports. CONTRACTOR shall provide monthly statistical reports on health services utilization, the reports shall include the data set and report formats approved by the County. A quarterly synopsis of this data shall also be prepared and provided to the County.

5.MCIP. CONTRACTOR shall provide MCIP (Medi-Cal Inmate Program) reports to COUNTY regarding the utilization for said services, treatment, and related costs.

6.Objectives. Quarterly and annual summaries shall be submitted to the County describing progress toward agreed upon objectives for the services and the status of special projects or reports requested. This report shall contain data reflecting the previous month's workload, without identifying the incarcerated persons' personal information.

7.Schedules. Reporting and Scheduled Reviews shall adhere to the following:

a.All reports should be provided to the Medical Liaison Commander, with copies to other individual as identified by the Captain.

b.Monthly reports shall be submitted on the fifth calendar day of each month.

*8.Offsite Activity/Cost Repor*t. CONTRACTOR shall provide an off-site activity/cost report by the 20th of each month. The report shall contain all off-site cost reports outlining off-site outpatient, in-patient, emergency room visits, and clinical services visits, and the cost of each service.

9.Procedures Manual: CONTRACTOR shall maintain in conjunction with Sheriff's Office medical protocols and policies and procedures manuals pertinent to the duties of CONTRACTOR and Sheriff's personnel with respect to health care. CONTRACTOR shall conduct training for all personnel as requested by Sheriff's Office and/or designee. CONTRACTOR shall provide adequate orientation and training, at its cost, to all staff under their direction, including all required annual HIPAA confidentiality training. CONTRACTOR shall provide adequate annual training for Jail staff in medical and behavioral health observation of adult incarcerated persons. CONTRACTOR shall require a skills and competencies assessment of staff annually and include follow-up training, as required. CONTRACTOR shall provide protocol and standardized procedures training, as appropriate. CONTRACTOR shall assure the cultural competency of health care staff, which may be accomplished through regular training activities made available to all personnel. CONTRACTOR shall provide annual training for SHERIFF correctional staff concerning various health care issues in the Jail. Such training will be jointly developed and scheduled at a mutual convenience.

CONTRACTOR shall maintain an updated on-site procedures manual that meets the requirements of applicable standards as outlined by the ACA, as well as the requirements of the Sheriff's Office as defined in Title 15, Section 1206, and NCCHC. A separate communicable disease manual shall also be maintained onsite. Contactor shall:

e. Maintain a current copy of its Policies & Procedures Manual in the health services unit and accessible to all health care staff 24 hours a day with an electronic copy of the manual, with search capabilities also be accessible.

f. Thorough training regarding policies and procedures to ensure all onsite staff has a working knowledge of them.

g. Assure staff complies with the policies and procedures through on-site and corporate supervision.

SECTION XXIII.

HOSPITALIZATION.

1. Except for those services covered under Medi-Cal, CONTRACTOR shall not be responsible for any individual incarcerated person's medical/surgical inpatient costs in excess of $17,500.00 (seventeen thousand five hundred dollars) per occurrence. Should an individual incarcerated person's medical/surgical inpatient costs exceed the $17,500.00 (seventeen thousand five hundred dollars) limit, the Sheriff's Office shall be responsible for incarcerated person's medical costs exceeding the $17,500.00 (seventeen thousand five hundred dollars) limit.

2. CONTRACTOR shall cooperate with, assist and advise Sheriff's Office as requested to remove "holds" placed on hospitalized incarcerated persons as medically appropriate. CONTRACTOR shall develop a communications system to facilitate holds removal, to promptly and fully inform Sheriff Office of hold status and evaluate ongoing off-site costs. CONTRACTOR shall make accommodations within the Jail in order to prevent unnecessary use of outpatient/off-site specialty care service providers and inpatient hospitalizations, thereby reducing the dependence on Jail resources for transportation of incarcerated persons and security.

3. CONTRACTOR shall only be responsible for any individual incarcerated person's medical/surgical inpatient stay, while patient is in the legal custody of the Sheriff Office Jail. Commencement of CONTRACTOR liability shall occur at the time of booking, medical clearance, and physical placement of the incarcerated person into the Jail. CONTRACTOR liability shall end upon incarcerated person release from custody. If an incarcerated person is released from custody while an inpatient, CONTRACTOR will be responsible for medical/surgical inpatient stay costs below up to the cap in Section XXIII, 1 only for those inpatient days while incarcerated person is in custody.

4. CONTRACTOR may subcontract with other providers to the extent that Natividad Medical Center (NMC) is unable to provide services under this paragraph.

   Should CONTRACTOR subcontract with another provider for emergent incarcerated person health care services, including hospitalization or outpatient services, said services shall be paid in accordance with Senate Bill 159 as outlined in Penal Code section 4011.10, effective January 2006, which provides for a rate equal to 110% of the hospital's actual costs according to the most recent Hospital Annual Financial Data report issued by the Office of Statewide Health Planning and Development, as calculated using a cost-to-charge ratio.

5. CONTRACTOR agrees that it is responsible for providing a completed medical referral form for all CONTRACTOR patients.

6. Medical Enrollment of Incarcerated Persons.

   a. County shall take reasonable steps, both upon incarceration, periodically thereafter, and (if necessary) at the time that off-site inpatient services are provided, to screen incarcerated persons for eligibility to enroll in the Medi-Cal County Inmate Program (MCIP) and, with respect to incarcerated persons who are so eligible, shall assist the incarcerated persons with enrollment to the extent such assistance is legally permissible. CONTRACTOR will take reasonable steps to monitor the screening and enrollment efforts by County and advise of any incarcerated persons who are not enrolled that qualify.

   b. CONTRACTOR and County will coordinate to facilitate MCIP eligibility of incarcerated persons and Medi-Cal payment for Medi-Cal covered services.

   c. CONTRACTOR agrees to use its reasonable best effort to facilitate MCIP eligibility for Medi-Cal covered services, and shall provide County and/or County-designated third-party billing contractor with all documentation that may be required to facilitate claiming of or reimbursement for the cost of Medi-Cal covered services by County.

   d. CONTRACTOR shall notify County of any incarcerate person who may have a hospital stay longer than 24 hours. County will begin the process of obtaining Medi-Cal or any other third-party coverage and reimbursement. CONTRACTOR will provide all necessary information in the medical file as may be needed to secure coverage and reimbursement.

   e. County agrees to use its best reasonable effort to facilitate Medi-Cal payment for items and services that are covered by Medi-Cal, and shall provide to or obtain from CONTRACTOR and providers that furnish such services (or their designated agents) all documentation required to facilitate Medi-Cal payment for such services. To the extent payment is not received pursuant to MCIP for an eligible incarcerated person for any reason whatsoever, including the failure to determine that the incarcerated person was eligible prior to the provision of service, County shall not be responsible for the difference in the cost of services.

   f. Notwithstanding anything to the contrary contained herein, County expressly releases CONTRACTOR from any financial liability for health care items and services provided to an incarcerated person where such items are covered by Medi-Cal and provided to an incarcerated person who is determined eligible for and is enrolled in Medi-Cal as of the time such items or services are provided. To the extent MCIP is discontinued or materially altered during the term of this Contract, CONTRACTOR and County agree to meet and confer in good faith to modify the compensation due under this Contract to account for the change or discontinuation of MCIP.

SECTION XXIV.

LEGAL REQUIREMENTS IN THE PROVISION OF SERVICES.

Nothing in this Agreement shall be deemed to reduce or modify any Title 15 requirements;

CONTRACTOR must comply with Title 15 and all other legal requirements, existing, and future court orders; for the provision of medical services to incarcerated persons, as they may be modified from time to time. If CONTRACTOR feels that there is any conflict in meeting the requirements of this Agreement and meeting all other legal requirements, it shall immediately notify County in writing of the perceived conflict.

SECTION XXV.

A. NOTIFICATION OF PROPOSED SETTLEMENT.

CONTRACTOR shall notify County Risk Management and County Counsel of any compromise and/or settlement of any claim or legal action related to the provision of services under this Agreement.

CONTRACTOR shall notify County as soon as possible after an agreement has been reached and prior to the final acceptance and execution of any such compromise, settlement, or other agreement. This shall not apply to CONTRACTOR's employer and employee or union matters that do not relate to or impact the provision of services under this Agreement, unless County is a named or interested party. The addresses for purposes of this notification are:

Office of County Counsel
COUNTY OF MONTEREY
168 WEST ALISAL STREET
SALINAS, CA 93901

B. PUBLIC COMMUNICATIONS:

1. CONTRACTOR shall immediately notify County of any inquiries from the media regarding the services provided and coordinate any response with the County. Notification for purposes of this section shall be to the Medical Liaison Commander.

2. CONTRACTOR shall not disclose any information regarding incarcerated persons, including but not limited to protected health information under the Health Information Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), Confidentiality of Medical Information Act (CMIA located in the California Civil Code Sec 56-56.37) and all other relevant laws and regulations.

3. With regard to any claim or lawsuit tendered to the CONTRACTOR, regardless of whether a reservation of rights is issued, the CONTRACTOR and its defense counsel agree to coordinate all media contact related to the claim or lawsuit with the County.

Exhibit B
Staffing Plan

1. Contractor's Staffing

Contractor may, at Contractor's own expense, employ such staff as Contractor deems necessary to perform the services required of Contractor by this Agreement. Contractor is bound by the staffing plan submitted by Contractor as part of the bidding process and must maintain the staffing outlined therein, unless County agrees to a change in writing and with appropriate compensation or credit. If County pays for a position in the Staffing Plan that is allocated for a program that is not in place at the commencement of this Agreement, County shall receive a credit for such payment on the following invoice.

Contractor shall ensure that all personnel employed in the performance of this Agreement possess the required expertise, skill, and professional competence to perform their duties.

2. Additional Staffing - Request by County

County may request additional staffing for limited periods of time. If County requests additional staffing that Contractor does not believe is needed or necessary, Contractor shall provide a written notice as to why Contractor deems additional staff unnecessary. If County then notifies Contractor in writing that it will pay an additional sum for such staffing, Contractor shall provide additional staffing at the cost negotiated by the Parties.

3. Additional Staffing - Request by Contractor

If the Contractor believes it is necessary to add more staffing on a long term or permanent basis the Contractor shall meet with County to discuss amending the matrixes, or adding matrixes for increased staffing, including additional Licensed Vocational Nurses and RNs. Any such amendments must be done in writing and approved by the County pursuant to this Agreement.

4. Work Post

Work Post descriptions (defining the duties, responsibilities, job descriptions, shift, and location) for all assignments are to be clearly posted at the facility in an area that is open to all Contractor staff, but not to incarcerated persons. Contractor shall review and update the Work Post every six months. Reviewed and approved copies of each Work Post, with the date, must be provided to the Chief Deputy Sheriff of the Corrections Operations Bureau on February 1st and August 1st of each year. Copies of any Work Post changes must be immediately provided to the Chief Deputy Sheriff of the Corrections Operations Bureau.

3. Shift Coverage and Daily Attendance Record

Copies of staffing schedules, which include all health care staff, are to be posted in designated areas and submitted to the Chief Deputy Sheriff of the Corrections Operations Bureau or designee on a daily basis. Actual shift coverage must be verified by the Chief Deputy Sheriff of the Corrections Operations Bureau or designee, signed by the supervisor of each shift, and submitted daily to the Chief Deputy Sheriff of the Corrections Operations Bureau or designee.

4. Credit for Inadequate Staffing Coverage.

The facility must be fully staffed for the number of incarcerated person in custody in accordance with the staffing matrix below, factoring in any special circumstances at any given time such as high rates of illness. Contractor can request to adjust the staffing matrix as needed to ensure best clinical outcomes but any such adjustment must be mutually agreed to by County. In no event shall the County's approval of Contractor's request to adjust the staffing matrix be unreasonably withheld, conditioned, or delayed. A Work Post is considered staffed when a qualified individual is present at the facility performing all duties of the position. In the case of the "on call" physician the position is adequately staffed when a qualified physician is immediately reachable by phone and available to come to the facility if needed.

Pursuant to Sections 3.3.3 of the Countywide Service Agreement between the County and Contractor, any Work Post left vacant, in whole or in part of any shift, will result in a credit to the County equal to the Contractor's cost of that position, had the Work Post been staffed (salary plus benefits of the individual assigned to that Work Post for the hours the post is vacant) as noted in the Agreement.

If a management or administrative staff member fills in to cover an operational position in lieu of fulfilling their normal work schedule, Contractor shall credit the County for the administrative position for the hours covering the operational position (e.g., Facility Coordinator covering pill call). If a management or administrative staff member fills in to cover an operational position and still fulfills their normal work schedule, Contractor shall not be subject to any penalty or required to provide a credit to the County.

Contractor shall provide a summary of hours worked for each Work Post to the County no later than the 10th of the month after the month worked (i.e., due February 10th for January term). Contractor shall provide work post credits to the County on their monthly invoice no later than one billing cycle (i.e., credit on March billing for January term). In addition, Contractor shall be liable for penalties

pursuant to the terms of the Agreement. If the County does not assess a penalty on any occasion(s) it does not waive its right or ability to assess penalties in the future.

5. Platform for Staff Input

Contractor shall have a process or avenue for its nursing and medical staff to provide input regarding staffing and the level of patient care being provided.

6. Contractor's Supervision and Control of Staff

County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

7. The County's Emergency Control of Contractor's Staff

During emergency or exigent circumstances, supervisory staff of County shall have authority to provide non-medical direction to employees to ensure the safety of the staff, incarcerated persons, and facility. This authority will only extend to Contractor's staff while present at County jail facilities.

8. Contractor's Staffing Plan

(on following page)

Monterey County, CA CHP Proposed Staffing 1000 ADP									
Position Title	**Mon**	**Tues**	**Wed**	**Thurs**	**Fri**	**Sat**	**Sun**	**Hours**	**FTE**
Day Shift									
Health Services Administrator	8.000	8.000	8.000	8.000	8.000			40	1.00
Director of Nursing	8.000	8.000	8.000	8.000	8.000			40	1.00
Administrative Assistant	16.000	16.000	16.000	16.000	16.000			80	2.00
Medical Director/ Physician	8.000	8.000	8.000	8.000	8.000			40	1.00
FNP/ PA	30.000	20.000	20.000	20.000	30.000	16.000	16.000	152	3.80
Dentist	12.000	12.000	12.000	12.000	12.000	8.000	8.000	76	1.90
Dental Assistant	12.000	12.000	12.000	12.000	12.000	8.000	8.000	76	1.90
Dental Hygienist		8.000	8.000	8.000				24	0.60
Implementation Contract Specialist	8.000	8.000	8.000	8.000	8.000			40	1.00
Charge Nurse (RN)	24.000	24.000	24.000	24.000	24.000	24.000	24.000	168	4.20
Registered Nurse Booking	36.000	36.000	36.000	36.000	36.000	36.000	36.000	252	6.30
Licensed Vocational Nurse	36.000	36.000	36.000	36.000	36.000	36.000	36.000	252	6.30
CNA/MA /Phlebotomy	36.000	36.000	36.000	36.000	36.000	36.000	36.000	252	6.30
Pharm Tech / MA / Phlebotomy	8.000	8.000	8.000	8.000	8.000	8.000	8.000	56	1.40
Psychiatrist	8.000	8.000	8.000	8.000	8.000			40	1.00
Psych NP	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.10
MH Program Coordinator	8.000	8.000	8.000	8.000	8.000			40	1.00
MH Team Lead	8.000	8.000	8.000	8.000	8.000			40	1.00
MH Professional /LCSW/ LMFT /LPCC	36.000	36.000	36.000	36.000	36.000	36.000	36.000	252	6.30
Psych RN	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.10
Psych Tech- Tele assistant	8.000	8.000	8.000	8.000	8.000			40	1.00
Dedicated MAT Provider	8.000	8.000	8.000	8.000	8.000			40	1.00
MAT Program LVN	8.000	8.000	8.000	8.000	8.000			40	1.00
Scheduler	8.000	8.000	8.000	8.000	8.000			40	1.00
Discharge Planner	16.000	16.000	16.000	16.000	16.000	8.000	8.000	96	2.40
Cal-Aim	8.000	8.000	8.000	8.000	8.000			40	1.00
Kite Nurse RN	20.000	20.000	20.000	20.000	20.000	10.000	10.000	120	3.00
								Day Shift FTE:	**62.60**
Night Shift									
Charge Nurse (RN)	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.10
Registered Nurse	36.000	36.000	36.000	36.000	36.000	36.000	36.000	252	6.30
Licensed Vocational Nurse	36.000	36.000	36.000	36.000	36.000	36.000	36.000	252	6.30
RN Psych Nurse	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.10
CNA/ MA/ Phlebotomy	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.10
								Night Shift FTE:	**18.90**

TITLE	MON	TUE	WED	THU	FRI	SAT	SUN	WEEK	COST INCLUDED/FTE
Monterey's Specialized Compliance Administrative Dedicated Staff									
Contract Compliance Specialist	8	8	8	8	8			40	1.00
Settlement Counsel	8	8	8	8	8			40	1.00
General Counsel	8	8	8	8	8			40	1.00
Settlement Agreement Data Analyst	8	8	8	8	8			40	1.00
								Compliance Administration FTE:	**4.00**

Monterey County, CA JBCT Funded Via State DSH Contract									
Position Title	**Mon**	**Tues**	**Wed**	**Thurs**	**Fri**	**Sat**	**Sun**	**Hours**	**FTE**
Day Shift									
Psychologist (JBCT)	8.000	8.000	8.000	8.000	8.000			40	1.00
Administrative Assistant (JBCT)	8.000	8.000	8.000	8.000	8.000			40	1.00
Mental Health Clinician / Program Director (JBCT)	8.000	8.000	8.000	8.000	8.000			40	1.00
Competency Trainer (JBCT)	8.000	8.000	8.000	8.000	8.000			40	1.00
Psychiatrist (JBCT)	8.000		6.000		4.000			18	0..45
								JBCT FTE:	**4.45**

Total FTE: **89.95**

EXHIBIT H

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective _____ ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Monterey County Sheriff's Office ("Covered Entity") and _____ ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have

the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and
(iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-

one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business

Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to
45 C.F.R.§ 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good

faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below.

If to Business Associate, to:

CHPMONTEREY, Inc.
Attn: Dr. Peter Freedland
4365 Executive Dr. Suite 540
San Diego, CA 92121
Tel. No.: (954) 299-9225
peter.freedland@chphealth.com

If to Covered Entity, to:

Monterey County Sheriff's Office
1414 Natividad Drive
Salinas, CA 93906
Attn: Corrections Operations Bureau Chief Phone: 831.755.3887

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

5.8 IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE

By:_____

Print Name:_____

Print Title:_____

Date:_____

COUNTY OF MONTEREY, ON BEHALF OF
MONTEREY COUNTY SHERIFF'S OFFICE

By:_____

Print Name:_____

Print Title:_____

Date:_____

Performance Metrics

Performance Indicators	Thresholds	Amount Assessed
Submit NCCHC accreditation application no later than 24 months after contract start date. Submit NCCHC accreditation application no later than 12 months after any loss of accreditation. Any delay due to NCCHC Accreditation Survey scheduling outside of CONTRACTOR's control will not be held against CONTRACTOR.	100% Essential	Initial Application $40,000 each month after 24 months until application is submitted Loss Application $40,000 each month after 12 months until application is submitted
Initial NCCHC accreditation no later than 33 months after contract start date. Any delay due to NCCHC Accreditation Survey scheduling outside of CONTRACTOR's control will not be held against CONTRACTOR.	100% Essential	$40,000 each month after 33 months through month 42 $60,000 each month after 42 months through month 51 $80,000 each month after 51 months through month 60 $100,000 for each month after 60 months

Maintain NCCHC accreditation	100% Essential 85% Important	$40,000 on date of loss and $10,000 per quarter or fraction thereof until reaccreditation
(Quarterly Review of Monthly Statistics)		
Performance Indicators - Intake	**Thresholds**	**Amount Assessed**
Intake screenings are completed within 4 hours of arrival at the detention facility	90%	Effective July 2027, $250 per Incarcerated Person below threshold. Effective January 2028, $500 per Incarcerated Person below threshold. Effective July 2028 $750 per Incarcerated Person below threshold. Effective January 2029 $1000 per Incarcerated Person below threshold. If facility is deemed accredited by NCCHC amount assessed will be $250 per Incarcerated Person below threshold while accredited.
A mental health professional will evaluate any symptomatic patient referred during the intake process and not to exceed 24 hours.	100%	
Patients with apparent medical conditions will be referred to an onsite provider or contacted by phone if afterhours.	100%	

Performance Indicators - Health Assessments	**Thresholds**	**Amount Assessed**
Newly admitted Incarcerated Persons will receive a comprehensive health assessment and history within 14 days of their intake date.	95%	Effective July 2027, $250 per Incarcerated Person below threshold. Effective January 2028, $500 per Incarcerated Person below threshold. Effective July 2028 $750 per Incarcerated Person below threshold. Effective January 2029 $1000 per Incarcerated Person below threshold. If facility is deemed accredited by NCCHC amount assessed will be $250 per Incarcerated Person below threshold while accredited.
Newly admitted Incarcerated Persons will receive a mental health assessment within 14 days of their intake date.	95%	
Newly admitted Incarcerated Persons will receive an oral screening within 14 days of their intake date.	95%	
Performance Indicators - Chronic Disease	**Thresholds**	
Any individual with a stable chronic disease will be seen by a provider within 7 days	95%	
Any individual with an unstable chronic disease will be seen by a provider within 48 hours.	100%	
Ongoing medications are administered without gap across refill and renewal junctures.	95%	
Individuals with a diagnosis of hypertension who have been in the facility for more than 3 months have consistent blood pressure readings at 140/90 or lower.	90%	
Individuals with a diagnosis of diabetes who have been in the facility for more than 3 months have a HgA1C of 7.5% or below.	90%	
Individuals with asthma will have a baseline peak flow.	95%	
Individuals with asthma and considered to be unstable will have peak flow testing at each chronic care appt.	95%	
Provider documents status of patient's condition i.e., poor, fair, good	95%	
Performance Indicators - Dental	**Thresholds**	**Amount Assessed**

Individuals requesting dental care are seen for non-emergent issues within 14 days	95%	Effective January 2028 $250 per Incarcerated Person below threshold. Effective July 2028 $500 per Incarcerated Person below threshold. Effective January 2029 $750 per Incarcerated Person below threshold. Effective July 2029 $1000 per Incarcerated Person below threshold. If facility is deemed accredited by NCCHC amount assessed will be $250 per Incarcerated Person below threshold while accredited.
Individuals requesting dental care are seen for emergent issues within 48 hours	95%	
Individuals remaining in custody for over 1 year will receive preventive care and teeth cleaning.	95%	
Performance Indicators - Medication Management and Administration	**Thresholds**	**Amount Assessed**
Number of stock medications not filled and administered within 24 hours of being prescribed	95%	Effective July 2027 $250 per

Number of newly admitted Incarcerated Persons currently on medications and not receiving medications within 24 hours (stock) and 48 hours for prescribed after intake.	95%	Incarcerated Person below threshold. Effective January 2028 $500 per Incarcerated Person below threshold. Effective July 2028 $750 per Incarcerated Person below threshold. Effective January 2029 $1000 per Incarcerated Person below threshold. If facility is deemed accredited by NCCHC amount assessed will be $250 per Incarcerated Person below threshold while accredited.
Number of individuals receiving medications without missing dosages	95%	
Number of individuals refusing medications 3 times in a row or 5 times in a month and not seeing a provider to address this and document their discussion with the Incarcerated Person and disposition.	95%	
New medications are administered within the timeframe ordered or within a 24-hour timeframe (stock med) and/or prescribed within a 48 hours.	95%	
Performance Indicators - Mental Health	**Thresholds**	**Amount Assessed**
Incarcerated Persons will have a mental health assessment within 14 days of their intake date.	95%	Effective July 2027 $250 per Incarcerated Person below threshold.
Incarcerated Persons referred for non-emergent psychiatric evaluations will be seen within 7 days.	95%	

Incarcerated Persons identified as having a serious mental illness (SMI) in the community shall be seen at least every 30 days, whether or not they are on psychotic medication for the first 90 days of incarceration.	95%	Effective January 2028 $500 per Incarcerated Person below threshold. Effective July 2028 $750 per Incarcerated Person below threshold. Effective January 2029 $1000 per Incarcerated Person below threshold. If facility is deemed accredited by NCCHC amount assessed will be $250 per Incarcerated Person below threshold while accredited.
SMI Incarcerated Persons or Incarcerated Persons on psychotropic medications shall be seen at least every 90 days.	95%	
Patients will be seen by mental health within 24 hours of a suicide watch clearance (discharge), then 3 days after discharge, followed by one week post suicide watch and monthly thereafter unless more frequently needed.	100%	
Performance Indicators - Sick Call Requests	**Thresholds**	**Amount Assessed**
Sick call requests shall be time and date stamped within 24 hours of receipt by nursing	95%	Effective July 2027 $250 per Incarcerated Person below threshold.
Individuals will be seen within 24 hours (after receipt) of request.	95%	

Incarcerated Persons referred by nursing triage to see medical, dental, or mental health will be seen within 48 hours of referral.	95%	Effective January 2028 $500 per Incarcerated Person below threshold. Effective July 2028 $750 per Incarcerated Person below threshold. Effective January 2029 $1000 per Incarcerated Person below threshold. If facility is deemed accredited by NCCHC amount assessed will be $250 per Incarcerated Person below threshold while accredited.

Performance Indicators - Off-Site Services	Thresholds	Amount Assessed
Upon return from an ER visit, procedure, or hospitalization, the RN will assess that individual and will follow-up up with the physical for additional orders.	100%	Effective July 2027 $500 per Incarcerated Person below threshold. Effective January 2028 $1,000 per Incarcerated Person below threshold. Effective July 2028 $1,500 per Incarcerated Person below threshold. Effective January 2029 $2,000 per Incarcerated Person below threshold. If facility is deemed accredited by NCCHC amount assessed will be $500 per Incarcerated Person below threshold while accredited.

Patients referred for non-emergent specialty appointments are seen within 4 weeks of the referral.	95%	Effective July 2027 $250 per Incarcerated Person below threshold. Effective January 2028 $500 per Incarcerated Person below threshold. Effective July 2028 $750 per Incarcerated Person below threshold. Effective January 2029 $1,000 per Incarcerated Person below threshold. If facility is deemed accredited by NCCHC amount assessed will be $250 per Incarcerated Person below threshold while accredited.

Patients referred for urgent consultation (not needing immediate care) will be seen in 2 weeks.	95%	Effective July 2027 $375 per Incarcerated Person below threshold. Effective January 2028 $750 per Incarcerated Person below threshold. Effective July 2028 $1,125 per Incarcerated Person below threshold. Effective January 2029 $1,500 per Incarcerated Person below threshold. If facility is deemed accredited by NCCHC amount assessed will be $375 per Incarcerated Person below threshold while accredited.

Upon return from an ER, the patient is placed in the observation housing until seen by a provider and cleared.	95%	Effective July 2027 $125 per Incarcerated Person below threshold. Effective January 2028 $250 per Incarcerated Person below threshold. Effective July 2028 $375 per Incarcerated Person below threshold. Effective January 2029 $500 per Incarcerated Person below threshold. If facility is deemed accredited by NCCHC amount assessed will be $125 per Incarcerated Person below threshold while accredited.
Performance Indicators - Labs	**Thresholds**	**Amount Assessed**
Labs will be drawn within 48 hours of the order	95%	Effective July 2027 $250 per Incarcerated
Stat labs ordered, drawn, and results received within 4 hours	95%	

		Person below threshold. Effective January 2028 $500 per Incarcerated Person below threshold. Effective July 2028 $750 per Incarcerated Person below threshold. Effective January 2029$1,000 per Incarcerated Person below threshold. If facility is deemed accredited by NCCHC amount assessed will be $250 per Incarcerated Person below threshold while accredited.
Labs and radiological studies are reviewed, signed off, and scanned within 24 hours.	95%	

Performance Indicators - Insurance Enrollment	Thresholds	Amount Assessed
Individuals hospitalized longer than 24 hours and meeting the criteria will have completed an application for the MCIP program.	95%	Effective July 2027 $125 per Incarcerated Person below threshold. Effective January 2028 $250 per Incarcerated Person below threshold. July 2028 $375 per Incarcerated Person below threshold. Effective January 2029 $500 per Incarcerated Person below threshold. If facility is deemed accredited by NCCHC amount assessed will be $125 per Incarcerated Person below threshold while accredited.

Performance Indicators - Discharge Planning	Thresholds	Amount Assessed
Incarcerated Persons prescribed psych medications at the time of their release will receive either a script or actual medication upon release	95%	Effective July 2027 $125 per Incarcerated Person below threshold. Effective January 2028 $250 per Incarcerated Person below threshold. Effective July 2028 $375 per Incarcerated Person below threshold. Effective January 2029 $500 per Incarcerated Person below threshold. If facility is deemed accredited by NCCHC amount assessed will be $125 per Incarcerated Person below threshold while accredited.
Performance Indicators - Grievances	**Thresholds**	**Amount Assessed**
Non-emergency grievances resolved in 14 days	95%	

Percentage of grievances that were found to be in favor of the Incarcerated Person	95%	Effective July 2027 $125 per Incarcerated Person below threshold. Effective January 2028 $250 per Incarcerated Person below threshold. Effective July 2028 $375 per Incarcerated Person below threshold. Effective January 2029 $500 per Incarcerated Person below threshold. If facility is deemed accredited by NCCHC amount assessed will be $125 per grievance below threshold while accredited.
Performance Indicators - Staffing	**Thresholds**	**Amount Assessed**
Staff trained on suicide prevention within the first 90 days of hire or prior to clinical duties being performed	100%	Effective July 2027 $1,000 per non-compliant staff member

Staff receiving yearly training on suicide prevention	100%	Effective July 2027 $1,500 per non-compliant staff
The on-call Provider will respond to calls from the facility within 15 minutes during evenings, weekends, and holidays	100%	Effective July 2027 $1,000 per occurrence below threshold

Exhibit E
Joint Defense / Common Interest Agreement

This Joint Defense Agreement ("Agreement") is made effective as of _____, by and between the County of Monterey, the Monterey County Sheriff's Office, and CHPMONTEREY, INC., individually a "Party" and collectively referred to herein as the "Parties."

WHEREAS, the Parties have certain substantially similar interests and recognize that certain mutually beneficial activities might be undertaken with regard to responding to allegations that have been, or may be, asserted against them relating to actions or conditions at or near the Monterey County Jail, located at 1410 Natividad Road, Salinas, CA, 93906 (hereafter "Covered Matters"); and

WHEREAS, the Parties may, with the purpose of assisting in any common defense or investigation of allegations made against them, engage in communications or elect to disclose or transmit to each other otherwise privileged, confidential or proprietary communications, information, or documents; mental impressions; investigative information; memoranda; interview reports; expert reports; and other privileged, confidential, proprietary or otherwise protected communications, information, or documents relating to the Covered Matters (the "Covered Materials") that may be protected from disclosure to adverse or other Parties as a result of the attorney-client privilege, the work-product privilege, the joint defense doctrine, the common interest doctrine and/or other applicable privileges, rights, or rules; and

WHEREAS, the Parties desire that such Covered Materials shall remain privileged and confidential or otherwise protected from disclosure; and

WHEREAS, the Parties agree that the execution of this Agreement is made in good faith for the purpose of promoting cooperation and limiting administrative and legal costs.

NOW, THEREFORE, in consideration of the agreements and obligations listed below, the Parties, by and through their authorized representatives, hereby agree as follows:

1. **Confidentiality and Use of Information**.
    a) The Parties agree that the existence and terms of this Agreement shall be kept confidential, except that the Agreement and its terms may be disclosed in any action to enforce the Agreement, or as otherwise may be required by administrative or court order or other applicable law.
    b) The Parties recognize and agree that Covered Materials voluntarily exchanged among the Parties are covered by the "Joint Defense Doctrine" and/or the "Common Interest Doctrine." All Covered Materials previously exchanged among the Parties are subject to the provisions of this Agreement.
    c) It was and is the mutual understanding of the Parties that the exchanges and disclosures referred to in this Agreement are not intended to diminish in any way the

confidentiality of such Covered Materials, and any exchange of Covered Materials is not intended to and will not be deemed to constitute a waiver of any available privilege or right. All communications relating to the furtherance of the common interest/joint defense, or made in connection with Covered Matters and among any of the signatories of this Agreement, are confidential, and no privilege shall be deemed to be waived with respect to, or as a result of, such communication(s).

d) Covered Materials disclosed by one Party to any other Party shall be deemed and kept confidential but may be shared with and among the Parties and may be used by the disclosing party as it sees fit. Covered Materials will not be shown or produced by a receiving Party to anyone not a Party except as otherwise provided herein. Such Covered Materials may be disclosed by the receiving
Party only: (i) with the consent of the disclosing Party in furtherance of the receiving Party's defense of Covered Matters, (ii) if required by administrative or judicial order, or (iii) with the prior consent of the disclosing Party, which shall not be unreasonably withheld, to a third party auditor, insurer, financial accountant, or financial advisor. In the case of any disclosure to a third party under (iii) above, such person shall be specifically informed of the obligations of confidentiality and shall agree in writing to be bound thereby before the Covered Materials are disclosed.

e) Disclosure of Covered Materials by a Party or its counsel to either Party's experts or consultants is not a waiver of the attorney-client privilege, the work product privilege, the joint defense privilege, or any other privilege or immunity. Each Party shall instruct its experts or consultants not to disclose information to any third party without prior consent of the Party and such disclosure may only be made in a manner consistent with the terms and conditions of this Agreement.

f) This Agreement does not obligate the Parties to share any particular materials or information.

g) If any Covered Materials become the subject of an application for an administrative or judicial order seeking to require disclosure of such information or documents by a Party or under circumstances where the information, if disclosed, would be unprotected by confidentiality obligations, that Party shall give prompt written notice of the effort to require disclosure to all other Parties, such that any Party has a timely opportunity to seek to protect the confidentiality of the Covered Materials. The Parties shall cooperate with one another to preserve the confidentiality of Covered Materials, but the Party subject to an application for an order, subpoena or other legal process that provides notice to the Parties need not pay for any of the costs incurred by any Party in seeking to protect the confidentiality of the Covered Materials.

h) The terms of this Agreement shall not apply to information or documents which are now in, or hereafter enter, the public domain, or are obtained from a Party pursuant to applicable discovery procedures, or are not otherwise protected from disclosure, except that it shall continue to apply to any Covered Materials disclosed wrongfully or in violation of this Agreement.

i) Any unauthorized or accidental disclosure of Covered Materials by a Party to this Agreement shall not result in a waiver of any Party's claim of confidentiality or other protection as applicable to the disclosed materials. No Party may waive any

applicable privilege or other protection on behalf of any other Party.

j) The confidentiality obligations of this Agreement survive the termination of the Agreement.

2. **Identification and Return of Covered Materials**.

   a) All Covered Materials that are exchanged pursuant to this Agreement should be marked or designated with language to the following effect: "*Privileged and Confidential; Joint Defense Materials*."
   b) All correspondence or electronic or oral communications to which only the Parties are a party shall be considered Covered Materials pursuant to this Agreement.
   c) Failure to designate Covered Materials in accordance with Paragraph 2(a) shall not in and of itself render any privilege or other protection inapplicable, but no claim of breach of duty, with respect to the later disclosure of such materials, may be made by a disclosing Party that failed to properly designate Covered Materials under this Agreement.
   d) Any Party withdrawing from the Agreement for any reason, or upon the Agreement's termination, shall immediately return all copies of materials marked pursuant to Paragraph 2(a) or reasonably believed to be covered under the terms of this Agreement to the disclosing Party upon written request by the disclosing Party and shall delete electronic copies of such materials to the extent feasible.

3. **Inadmissibility**. This Agreement shall not constitute or be used as evidence of any admission of law or fact against any Party, or as evidence of liability or responsibility for any claims, costs or damages. This Agreement shall not operate to release or affect any of the rights of any Party under state or federal law.

4. **Effect on Insurance.** The Parties do not intend for this Agreement to prejudice any Party with respect to its insurers. All of the provisions of this Agreement shall be interpreted so as not to conflict with each Party's obligations to its insurers.

5. **Representation**. Each Party understands and acknowledges that it is represented exclusively by its own Counsel in this matter and that this Agreement does not and will not create any attorney-client relationship with Counsel for any other Party.

6. **Conflicts**. The Parties hereto understand and agree that nothing arising out of this Agreement shall give rise to an assertion by either Party of a conflict of interest with regard to any Counsel, including any additional or substitute counsel, to the Parties that are signatories to this Agreement.

7. **Withdrawal**. Any Party may withdraw from this Agreement upon tendering written notice to all other signatories to this Agreement, in which case this Agreement shall no longer be operative as to the withdrawing Party but shall continue to protect all communications and information covered by the Agreement and disclosed to the withdrawing Party.

8. **Termination**. This Agreement shall terminate upon: (i) execution of a full settlement of the Action; (ii) filing of a stipulation discontinuing or dismissing with prejudice the Action; (iii) entry of an order discontinuing or dismissing with prejudice the Action; (iv) entry of a final, non-appealable judgment in the Action; or (v) execution of a subsequent agreement by the Parties regarding Covered Materials. The confidentiality obligations of this Agreement shall survive any termination.

9. **Authority**. The individuals executing this Agreement on behalf of their respective clients represent that they have the authority to sign this Agreement and the authority to bind and commit their respective clients to the terms hereof.

10. **Modification**. This Agreement may be amended only by a writing signed by the Parties.

11. **Headings**. The headings contained in this Agreement are inserted solely for convenience and shall not be deemed to define or amend any provision of this Agreement.

12. **Applicable Law**. This Agreement shall be governed by the laws of the State of California without regard to conflict of laws principles.

13. **Counterparts**. This Agreement may be executed in counterparts and each counterpart signature shall constitute a duplicate original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By:

Department Head (if applicable)

Date: _____

By:

Board of Supervisors (if applicable)

Date: _____

Approved as to Form
County Counsel Susan K Blitch,
County Counsel

By: _____

County Counsel

Date:

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Review as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

Risk Manager

Date: _____

CONTRACTOR

CORRECTIONAL HEALTHCARE PARTNERS, INC.

By: _____

(Signature of Chair, President, or Vice-President) *

Date: _____

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *

Date:

Exhibit F
Scope of Work
Jail Based Competency Treatment

Section 1. **DEFINITIONS**.

For the purposes of this Scope of Work, the following definitions shall apply:

A. **CHP:** Correctional Healthcare Partners Monterey, INC. (Contractor)

B. **DSH:** Department of State Hospitals

C. **Incarcerated Person:** Individual detained or incarcerated at the Monterey County Jail.

D. **Jail:** Monterey County Jail located at 1410 Natividad Road, Salinas, CA, 93906.

E. **JBCT:** Jail-Based Competency Treatment program for the provision of restoration of competency treatment services for specifically identified incarcerated persons found by the courts to be Incompetent to Stand Trial under Penal Code section 1370.

F. **NCCHC:** The National Commission on Correctional Health Care, which establishes standards, certifications and accreditation related to health services in correctional facilities.

Section 2. **CONTRACTOR RESPONSIBILITIES**

A. JAIL BASED COMPETENCY TREATMENT PROGRAM

Contractor shall perform the scope of services for Jail Based Competency Treatment Program as identified herein at the Monterey County Jail ("Facility").

B. EQUIPMENT AND SUPPLIES:

1) Contractor shall provide, and receive reimbursement from County, all reasonably necessary medical equipment and supplies, including, but not limited to, medicines, drugs, pharmaceuticals, medical supplies, medical record supplies, dressings, instruments, gloves, and medical/dental personnel wearing apparel.

2) Contractor is authorized to use medical equipment and furniture currently in the medical services area of the Facility.

3) Contractor shall purchase, and receive reimbursement from County, all medical equipment, and supplies necessary for Contractor to render services

pursuant to this Agreement except such furniture, medical equipment, and supplies which are currently owned by County and are currently located in the Jail. All JBCT program furniture to be purchased by the County.

C. MEDICAL RESPONSIBILITY COORDINATION:

1) Contractor shall coordinate to ensure alignment and avoid duplication of pharmaceutical services. Contractor shall provide medication administration records to County as needed for clinical coordination and legal compliance.

Section 3. FACILITY STAFFING AND PERSONNEL

A. STAFFING MATRIX:

Contractor shall maintain adequate personnel to provide the services required herein. Contractor shall maintain the staffing pattern, hours, and availability at the minimum staffing level. During the term of this Agreement, County may modify JBCT staff to add or delete staff and/or make changes to staffing schedules, as agreed upon in writing between the County and the Contractor.

B. Contractor shall recruit, interview, hire, train, and supervise all health care staff and such health care staff.

C. Contractor's employees performing professional medical services pursuant to this Agreement shall be duly licensed without restriction to practice in the State of California, except for medical residents and interns following a course of a study, authorized for training by Contractor. Said employees shall practice medicine in accordance with accepted medical procedures at a standard equal to or greater than that commonly practiced by professional medical providers of good standing in the community.

D. Contractor shall be responsible for time and attendance accountability.

E. In the event that any Contractor personnel fail to meet the obligations and standards of service specified in this Scope of Work; pose a safety or security threat to the Facility or any persons therein; or otherwise unreasonably impede County's operation of the Facility; Contractor shall, at the written request of County's Sheriff or his or her designee, identify the personnel and problematic conduct, and replace such personnel assigned to the Facility. Notwithstanding the foregoing sentence, Contractor shall have ultimate discretion as to hiring and employment decisions of its staff.

F. All Contractor's employees assigned to the Jail under this Agreement shall be subject to security background checks by the Sheriff prior to receiving clearance to work in the Jail. Provided that no criminal record history is found to exist, the new hire shall be granted immediate temporary access to work at the Jail. Contractor's employees shall then maintain security clearance at all times during their assignment to the Jail under this contract.

G. Contractor shall ensure that all personnel employed in the performance of this Scope of Work possess the required expertise, skill, and professional competence to perform their duties.

H. Contractor may enter into subcontracts for the performance of obligations hereunder. However, no subcontract shall be entered into without the prior written approval of County. Said approval shall not be unreasonably withheld.

I. Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary, to perform the services required of Contractor by this Scope of Work. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services except as set forth herein.

J. Contractor shall comply with all laws relating to hiring and employment practices to assure that applicants for employment and employees are not discriminated against because of race, creed, religion, color, age, sexual preference, marital status, disability, or national origin.

K. Contractor shall obtain all licenses necessary to provide medical services in the Jail. Contractor shall ensure that all of its employees, including temporary employees, who render medical care pursuant to this Scope of Work possess and maintain all applicable licenses and certificates. Contractor shall ensure that all Contractor's employees, representatives, volunteers, and interns work only within the scope of practice described by their license or certificate.

L. Contractor shall ensure all of its employees have completed the Contractor's new employee orientation program for the Facility within the first two weeks of the employee working at the Facility.

M. Contractor shall provide in-service training for its personnel. Topics will be identified by Contractor's Program Manager who will also maintain records on subject matter and employee participation.

N. Notwithstanding anything to the contrary contained in any instrument, nothing shall be construed to require Contractor to act or refrain from acting in any way which might jeopardize the trade secret, confidential, proprietary, or otherwise protected status of or Contractor's exclusive ownership interest in any information.

Section 4. <u>RESPONSIBILITIES OF COUNTY</u>

A. County shall compensate Contractor as described in Section 3.0 of the Countywide Agreement.

B. County shall provide, at a minimum, space, housekeeping, utilities, and general security for Contractor to deliver the JBCT program pursuant to this Scope of Work.

C. County will coordinate with Contractor to ensure the standards of Title 15 of the California Code of Regulations and NCCHC are met for accreditation purposes.

D. County shall provide one or more computer workstations for Contractor to use at the Jail.

E. County is responsible for providing sufficient security to enable Contractor to safely and adequately provide the services prescribed in this Scope of Work.

Section 5. COMPENSATION

Contractor shall be compensated for the services prescribed in this Scope of Work pursuant to Section 3.0 of the Countywide Agreement:

A. Contractor shall be compensated and reimbursed in accordance with County's agreement with DSH. Reimbursement shall be limited to $702,676 for services rendered between January 1, 2026, and June 30, 2026, including clinical staffing, medications, labs & supplies, insurance and included management fee.

B. Contractor's direct expenses shall be reimbursed at 100% of the actual, reasonable, and necessary costs, subject to the limitations and categories defined in County's agreement with DSH. Contractor may only seek reimbursement for specific cost items within these predefined categories unless otherwise approved in writing by County and DSH.

C. Contractor shall provide a report of the actual expenditures in each month's invoice, detailing all direct expenses, categorized per the approved DSH budget in County's agreement with DSH. Each report shall include itemized listings of expenses and supporting documentation, including, but not limited to, subcontractor invoices, timekeeping records, and payroll summaries, as needed to support reimbursement by DSH. County shall have the right to withhold payment or request additional documentation if reports are incomplete or do not align with approved cost categories. Contractor shall not invoice for costs outside of the agreed categories without prior written approval.

Section 6. BILLING AND PAYMENT

A. Contractor shall submit to County a monthly statement of services rendered and reimbursable equipment and supplies purchased for the JBCT program by the fifteenth day of each month for services rendered and reimbursable equipment as County's agreement with DSH and supplies purchased the preceding month.

Section 7. SERVICE DELIVERY MONITORING

The County will have the right to review the work being performed by the Contractor at any time during Contractor's usual working hours. Review, checking, approval or other

action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder.

Section 8. PROGRAM ELEMENTS

A. Referral Document Collection Prior to Admission

Contractor shall coordinate with the committing court to ensure all required documents listed under Penal Code section 1370, subdivision (a)(3) are provided by the court for all Patient incarcerated persons upon admission. Contractor shall provide copies of these documents to the DSH immediately upon request, no later than 24 hours from receipt of the request. Once the committing county's felony IST referrals are being managed by the DSH Patient Management Unit (PMU), the PMU shall coordinate with the committing court and provide all required documents to Contractor.

B. Referrals Determined to be Not Suitable for Admission

Should Contractor determine, based on clinical or custodial considerations, that a felony IST referral is not suitable for admission into the JBCT program, Contractor shall inform the DSH Contract Manager and the PMU immediately in writing or by phone. Immediately upon making this determination, Contractor shall provide all required documents listed under Penal Code section 1370, subdivision (a)(3) to the PMU no later than 24 hours. Once the committing county's felony IST referrals are being managed by the PMU, the transmission of these documents will no longer be required.

C. Removal of Patient Incarcerated Persons No Longer Clinically Suitable

i. Upon admission, Contractor shall assess each Patient Incarcerated Person to ascertain if trial competence is likely and medical issues would not pose a barrier to treatment. At the discretion of the DSH Contract Manager, and if requested in writing, Contractor shall review and agree upon new Patient Incarcerated Persons being forwarded for admission and/or retention into the JBCT program, which may contraindicate fast-track jail treatment.

ii. Should Contractor determine, based on clinical considerations or other factors, that a Patient Incarcerated Person admitted into the JBCT program is no longer clinically suitable for participation in the program, Contractor shall contact the DSH Contract Manager to discuss treatment options. Contractor agrees that the decision to remove such a Patient Incarcerated Person from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission.

iii. Should Contractor and the DSH determine a Patient Incarcerated Person should be removed from the JBCT program, Contractor shall continue to provide treatment until arrangements are made to admit the Patient Incarcerated Person to a state hospital. Within seven days of making this determination, Contractor shall also provide the following additional documents to the PMU, including but not limited to:

1) Transfer Notification Letter;
2) Court Reports, if due or submitted;
3) 90-Day Progress Report, if due or submitted;
4) Psychiatry Intake Assessment;

5) The three most recent Psychiatry Progress Notes;
6) Psychology Intake Assessment;
7) 30-Day Psychologist Competency Reassessments;
8) Social Work/Clinician Intake Assessment;
9) Nursing Intake Assessment;
10) Informed Consent;
11) Medication Orders;
12) Laboratory Results, if any; and
13) Discharge Summary.

D. Psychological Assessment Protocol

i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission. Standardized and semi-structured psychological tests shall be utilized to complete a preliminary assessment of the Patient Incarcerated Person's current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency shall be ascertained through the use of preliminary assessment instruments, including but not limited to:
   1) Clinical Interview. The psychologist shall obtain information pertaining to the Patient Incarcerated Person's psychosocial, psychiatric, and legal history as well as barriers to competency. The *Mental Status Exam (MSE)* shall also be included in the interview;
   2) Assessment of Malingering (as clinically indicated). *Miller Forensic Assessment of Symptoms (M-FAST);*
   3) Assessment of Trial Competence. *Evaluation of Competency to Stand Trial-Revised (ECST- R), the MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA), and/or the Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR); and*
   4) Severity of Psychiatric Symptoms. *Brief Psychiatric Rating Scale (BPRS).*

ii. Contractor shall administer additional malingering-specific assessments, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests the presence of malingering. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized, including but not limited to:
   1) *Structured Interview of Reported Symptoms – Second Edition (SIRS-2)*;
   2) *Test of Memory Malingering (TOMM)*;
   3) *Georgia Atypical Presentation (GAP)*;
   4) *Structured Inventory of Malingered Symptomatology (SIMS); or*
   5) *Inventory of Legal Knowledge (ILK).*

iii. Contractor may administer further cognitive assessments based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized, including but not limited to:
   1) *Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)*;
   2) *Wide Range Achievement Test 4 (WRAT4)*; or
   3) *Montreal Cognitive Assessment (MoCA).*

iv. Contractor may administer additional instruments assessing personality to complete further assessment of psychological functioning, including but not limited to:

1) *Personality Assessment Inventory (PAI)*; or
2) *Minnesota Multiphasic Personality Inventory-2 (MMPI-2).*

v. Contractor shall administer follow-up assessments of the Patient Incarcerated Person's current competency to stand trial at 30-day intervals or more frequently as needed using any of the following, including but not limited to:
1) *Evaluation of Competency to Stand Trial-Revised (ECST-R);*
2) *Revised Competency Assessment Instrument (R-CAI);*
3) *MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA); or*
4) *Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR).*

E. Individualized Treatment Program

i. Contractor shall identify specific deficits that result in incompetence to stand trial upon admission. Each deficit shall be listed on the individualized treatment plan and shall be targeted in the Patient Incarcerated Person's treatment. Contractor shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.

ii. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Incarcerated Person's psychiatric condition, level of functioning, and legal context.

iii. Contractor shall tailor individualized treatment regimens to the Patient Incarcerated Person's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program shall be listed in the individual treatment plan and addressed by specific treatment interventions.

iv. Contractor shall conduct case conferences weekly or as needed to reassess Patient Incarcerated Persons' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Incarcerated Persons' treatment plans.

F. Multi-modal, Experiential Competency Restoration Educational Experience and Components

i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Incarcerated Person, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.

ii. Contractor shall address the following elements in the education modalities of the competency restoration program, including but not limited to:
1) Criminal charges;
2) Severity of charges, namely Felony vs. Misdemeanor;
3) Sentencing;
4) Pleas including, Guilty, Not Guilty, Nolo Contendere and Not Guilty by Reason of Insanity;
5) Plea bargaining;
6) Roles of the courtroom personnel;
7) Adversarial nature of trial process;

8) Evaluating evidence;
9) Court room behavior;
10) Assisting counsel in conducting a defense;
11) Probation and Parole; and
12) Individualized instruction as needed.

iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Incarcerated Persons who are incompetent due to specific knowledge deficits caused by low intelligence, but who may be restored to competence with additional exposure to the educational material.

G. Medication Administration and Consent

i. Contractor shall obtain proper authorization (e.g., informed consent for treatment, medication issues) from the Patient Incarcerated Persons as soon as possible in accordance with professional standards of care and court practices.

ii. Contractor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.

iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Incarcerated Person to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court make an order for the administration of involuntary psychotropic medication.

iv. Contractor shall administer involuntary psychotropic medication when medically necessary and appropriate upon the issuance of the court order.

H. Suicide Prevention/Adverse Events

Contractor shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Contractor shall submit written suicide prevention procedures to the DSH Contract Manager for approval prior to activation of the JBCT program and annually thereafter.

I. Patients' Rights/Grievance Process

Upon admission, Contractor shall provide an orientation and education on the Patient Incarcerated Person grievance process for each Patient Incarcerated Person. Contractor shall post the Patient Incarcerated Person Grievance Process in a visible location in an area commonly used by Patient Incarcerated Persons.

J. Data Deliverables

i. The DSH shall provide a standardized data collection template. Contractor shall complete and submit this data collection to the DSH on a weekly basis with a deadline to be determined by the DSH. The template includes, but is not limited to, the following data elements:

Term	Definition
Patient Name:	Last and First name of patient
Case Number:	Court assigned case number for each individual court case. It can typically include letters and numbers.
Booking Number:	Number that County Jail issues to an individual (per Forensics)
Gender:	Male or Female
Date of Birth:	Birthdate, Age can be determined using this date
Ethnicity:	Type of social group that has a common national or cultural tradition. *Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other*
Language Spoken:	Type of language spoken
Interpretive Services Utilized (YES/NO):	Was Interpretive services utilized? Yes or No
Referring County:	County of referral and/or commitment
Commitment Date:	Date of Commitment
Packet Received Date:	Date Packet Received (including incomplete required documents)
Packet Completed Date:	Date Packet completed (including all completed required documents)
Reason for Ongoing Pending Status:	Provide a detail reason why the delay of admission
Screening Evaluation Completed Date:	Date Screening Evaluation was completed
Screening Outcome:	Outcome results of patient screened. Accepted or Rejected
Reason for Screening Rejection:	Detail regarding reason for screening rejection. Bypassed/Triaged, Non-Roc, Medication, Substance-Related, Higher Level-of-Care, Other.
Admission Date:	Date of Admission
Involuntary Medication Order (YES/NO):	Is there a current court ordered IMO in place? Yes or No
IMO Effective Date:	Date IMO was effective on, this is the same as their 1370 commitment date
Medication Adherence:	Whether patients take their medications as prescribed. Fully Adherent, Intermittently Adherent, Refusing. (If applicable to program)
Did I/P Receive Invol Meds (YES/NO):	Was involuntary medication administered to patient? Yes or No
Date Invol Meds Initiated:	Date of involuntary medication administered
Disposition of Discharge/Transfer :	Final determination of patients status. Restored or DSH
Reason for Discharge/Transfer:	Detail regarding reason for patients discharge or transfer.
Date Referred to DSH for Transfer:	Date Referred to DSH for Transfer
Discharge/Transfer Date:	Date of Discharge and or Date of Transfer
Discharge/Transfer Location:	Location where patient will be discharged to. Jail, Atascadero SH, Coalinga SH, Metropolitan SH, Napa SH, Patton SH, Other: Must update Notes with Specific location.
Reason for delayed Discharge:	Provide a detail reason why the delay of discharge.
Date ROC Certificate Submitted to Court:	Date that ROC Certificate was submitted to Court
Primary Diagnosis at Admission:	Patients primary Diagnosis at time of Admission
Diagnosis at Discharge:	Patients primary Diagnosis at time of Discharge
Diagnosis of Malingering? (YES/NO):	Did the patient have a Malingering Diagnosis at any point during their stay in JBCT? Yes or No

ii. Contractor shall submit daily census reports to the DSH upon the first Patient Incarcerated Person admission, unless otherwise requested by the DSH.

iii. Contractor shall submit a summary performance report within 30 days of the end of the contract term, to include but not be limited to, the information stated above and:
1) The total number of individuals restored to competency;
2) The average number of days between program admission and discharge;
3) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Incarcerated Person treated and the costs for those found to be malingering;
4) The cost per cycle of treatment;
5) A description of all implementation challenges; and
6) Special incident reports and notification to the DSH of emergencies.

K. Reporting Requirements

i. Contractor shall submit a written report to the court which made the commitment, the community program director of the county or region of commitment, and the DSH Contract Manager concerning the Patient Incarcerated Person's progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Incarcerated Person and its effects and side effects, including effects on the Patient Incarcerated Person's appearance or behavior that would affect the Patient Incarcerated Person's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.

ii. Contractor shall verbally report any escape within 24 hours to the court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager, with a written report to follow within five business days.

iii. Contractor shall report via phone or email to the DSH Contract Manager when a Patient Incarcerated Person who is currently receiving treatment in the JBCT program is involved in a Serious Incident. "Serious Incidents" shall include, but not be limited to, causing serious harm to self or others and committing a new felony offense. Such reporting shall take place within 24 hours of the Serious Incident. Contractor shall respond to Serious Incidents and law enforcement issues, with coverage 24 hours per day, seven days a week, and with the capacity to arrange for or provide emergency transportation of Patient Incarcerated Persons. Contractor shall maintain a Serious Incident file that is separate from the Patient Incarcerated Person record.

iv. Contractor shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the Patient Incarcerated Person has regained trial competence.

L. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.

M. Group therapy is central to the restoration process, and Contractor shall provide treatment daily to

Patient Incarcerated Persons. Group content should include one of the four group treatment domains: *competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation.* Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.

N. Contractor shall provide individual sessions per day to each Patient Incarcerated Person. Individual sessions may be used to check-in with Patient Incarcerated Persons and/or discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed individually, e.g., a Patient Incarcerated Person understands court proceedings but struggles to apply the knowledge to their individual case.

O. Contractor's psychiatrist shall see each Patient Incarcerated Person weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.

P. Together on a weekly basis, the multi-disciplinary treatment team shall review:

   i. Progress of all Patient Incarcerated Persons admitted within 30 days,

   ii. At subsequent 14-day intervals thereafter, and

   iii. When a Patient Incarcerated Person is under consideration for discharge.

   iv. The multi-disciplinary treatment team shall be responsible for providing the committing court progress reports pursuant to Penal Code section 1370 subdivision (b)(1).

Section 9. **SAMPLE JAIL BASED COMPETENCY TREATMENT GROUP THERAPY SCHEDULE**

<table>
<tr><th></th><th>Monday</th><th>Tuesday</th><th>Wednesday</th><th>Thursday</th><th>Friday</th></tr>
<tr><td>0800-
0850</td><td>Staff Member 1:
Therapeutic Movement</td><td>Staff Member 2:
Wake-up Activity</td><td>Staff Member 2:
Wake-up Activity</td><td>Staff Member 2:
Wake-up Activity</td><td>Staff Member 3:
JBCT Incentive Store</td></tr>
<tr><td>0900-
0950</td><td>Staff Member 3:
Wellness Education</td><td>Staff Member 4:
My Life, My Choice</td><td>Staff Member 2:
Arts & Crafts</td><td>Staff Member 4:
What Would You Do?</td><td rowspan="3">Deputy:
Activity of Daily Living Groups</td></tr>
<tr><td rowspan="2">1000-
1050</td><td>Staff Member 5:
Current Events</td><td>Staff Member 3:
Wellness Education</td><td>Staff Member 2:
Life Skills</td><td>Staff Member 3:
Wellness Education</td></tr>
<tr><td>Staff Member 6:
Competency Education</td><td>Staff Member 2:
Life Skills</td><td>Staff Member 3:
Wellness Education</td><td>Staff Member 2:
Table Games</td></tr>
<tr><td>1100-
1150</td><td>Lunch</td><td>Lunch</td><td rowspan="2">Treatment Team
Meeting:
Grand Rounds</td><td>Lunch</td><td>Lunch</td></tr>
<tr><td>1200-
1250</td><td>Individual Contacts</td><td>Staff Member 2:
Brain Fitness</td><td rowspan="2">Staff Member 2:
Brain Fitness</td><td>Individual Contacts</td></tr>
<tr><td rowspan="2">1300-
1350</td><td>Staff Member 6:
Competency Education</td><td rowspan="2">Staff Member 4:
Court Activity</td><td rowspan="2">Lunch</td><td rowspan="2">Staff Member 4:
My Life, My Choice</td><td>Staff Member 5:
Outdoor Activity</td></tr>
<tr><td>Staff Member 2:
Table Games</td><td>Staff Member 4:
Competency Education</td><td rowspan="3">JBCT Cinema</td></tr>
<tr><td rowspan="2">1400-
1450</td><td rowspan="2">Staff Member 5:
Trivia Challenge</td><td>Individual Contacts</td><td>Staff Member 7:
Working with Your
Attorney</td><td rowspan="2">Individual Contacts</td></tr>
<tr><td rowspan="2">Chaplain:
Bible Study</td><td rowspan="2">Individual Contacts</td></tr>
<tr><td>1500-
1530</td><td>Individual Contacts</td><td>Individual Contacts</td></tr>
</table>

Section 10. <u>JAIL BASED COMPETENCY TREATMENT STAFFING MODEL:</u>

Number of Beds	13 Beds
Treatment Team Staffing*	Program Director/ Psychologist – 1.0 Psychiatrist – 0.45 Competency Trainer – 1.0 Mental Health Clinician – 1.0
Administrative Staff	Administrative Assistant – 1.0
**Number of positions reflect full-time equivalent (FTE) values*	

County of Monterey

Board Report

Legistar File Number: 25-666

Item No.16

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 9/22/2025
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

a. Receive a presentation from Department of Emergency Management and partners, concerning the MOSS 300 site clean-up at the Moss Landing Battery Energy Storage System facility; and
b. Provide direction to staff as appropriate

County of Monterey

Board Report

Legistar File Number: 25-666

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 9/22/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Receive a presentation from Department of Emergency Management and partners, concerning the MOSS 300 site clean-up at the Moss Landing Battery Energy Storage System facility; and
b. Provide direction to staff as appropriate

Introduced: 11/3/2025
Version: 1

Current Status: Scheduled PM
Matter Type: Ordinance

REF240016 - COASTAL ZONE UPDATED ACCESSORY DWELLING UNITS (ADU) AND JUNIOR ACCESSORY DWELLING UNITS (JADU) REGULATIONS

Public Hearing to consider amending the Monterey County Local Coastal Program to modify policies and regulations for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs), including the Big Sur Coast Land Use Plan, Carmel Area Land Use Plan, North County Land Use Plan and Monterey County Coastal Implementation Plan, Part 1, the Coastal Zoning Ordinance (Title 20), Coastal Zoning, and Part 6, Appendices.

Project Location: All unincorporated areas of Monterey County in the Coastal Zone

Proposed CEQA Action: Find statutorily exempt from the California Environmental Quality Act (CEQA) section 15265 for the purpose of local government activities and approvals involving the preparation and adoption of local coastal program amendments.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Find the project statutorily exempt pursuant to CEQA Guidelines section 15265;
2. Acknowledge receipt of the California Coastal Commission resolution approving Monterey County Local Coastal Program Amendment Number LCP-3-MCO-25-0034-1-Part A (Accessory Dwelling Units);
3. Adopt a resolution to amend the text to the Big Sur Coast, Carmel Area and North County Land Use Plans as certified by the California Coastal Commission to update policies and regulations for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs);
4. Adopt an Ordinance to amend the Monterey County Coastal Implementation Plan, Part 1 the Coastal Zoning Ordinance (Title 20), Coastal Zoning, and Part 6, Appendices. to modify policies and regulations for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) as certified by the California Coastal Commission;
5. Certify that the amendments are intended to be carried out in a manner fully in conformity with the Coastal Act; and
6. Direct staff to transmit the amendments to the California Coastal Commission for confirmation that the amendments are consistent with the October 10, 2025 action taken by the Coastal Commission approving Local Coastal Plan Amendment number LCP-3-MCO-25-0034-1-Part A (Accessory Dwelling Units).

SUMMARY:

On February 4, 2025, the Board of Supervisors adopted a resolution of intent with amendments to the Monterey County Local Coastal Program to modify policies and regulations for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs), including the Big Sur Coast Land Use

Plan, Carmel Area Land Use Plan, North County Land Use Plan and Monterey County Coastal Implementation Plan, Part 1 the coastal Zoning Ordinance (Title 20), Coastal Zoning, and Part 6, Appendices.

On October 10, 2025, the California Coastal Commission (CCC) approved the Monterey County Local Coastal Program (LCP) Amendment Number LCP-3-MCO-25-0034-1-Part A (Accessory Dwelling Units), as submitted by the County. Staff is returning to the Board for final action. If adopted by the Board, this action would establish updated regulations for ADUs and JADUs in the coastal zone of unincorporated Monterey County. Staff recommends that the Board adopt the ordinance and land use plan amendments.

DISCUSSION:
The proposed LCP Amendment is returning to the Board of Supervisors to complete the process of adopting ADU regulations that are applicable in coastal unincorporated areas of Monterey County. Pursuant to the Coastal Act, the County may amend the certified Local Coastal Program, provided the County follows certain procedures. The procedures include:

- The Planning Commission hold a noticed public hearing and make a recommendation to the Board;
- The Board hold a noticed public hearing, adopt a resolution of intent, and submit the proposed amendment to the CCC for certification; and
- The Board take subsequent final action on the ordinance after the CCC acts and officially codify the LCP amendments.

On November 13, 2024, the Planning Commission held a public hearing and unanimously recommended that the Board of Supervisors adopt a resolution of intent to amend the Local Coastal Program.

On February 4, 2025, the Board of Supervisors adopted a Resolution of Intent to adopt an ordinance establishing updated regulations for accessory dwelling units in the coastal unincorporated areas and amending various land use plans to add policies related to accessory dwelling units (**Attachment C - Resolution No. 25-016**).

Following adoption by the Board, staff forwarded the Resolution of Intent to the CCC for certification. On October 10, 2025, the CCC approved the proposed amendment as submitted by the County (**Attachment D - LCP-3-MCO-25-0034-1-Part A (Accessory Dwelling Units**). These amendments are now returning to the Board for final local action (**Attachment A - CCC Certified Ordinance (clean); Attachment B - CCC Certified Ordinance (redline)**). This action will update regulations for ADUs and JADUs in the coastal zone.

Next Steps
Following Board adoption of this Local Coastal Program amendment, the amendment will become effective the 31st day following adoption which would be December 19, 2025.

OTHER AGENCY INVOLVEMENT
The Office of County Counsel has reviewed and approved the resolution and ordinance as to form. The California Coastal Commission approved the proposed amendment as submitted by the County on October 10, 2025.

HOUSING IMPACTS:
X Reduces constraints on Housing Development
___Increases constraints on Housing Development
___Neutral

Adopting updated policies and regulations for ADUs and JADUs in the Coastal Zone reduces constraints on housing development and supports the production of diverse and affordable housing types in unincorporated coastal areas of Monterey County. By clarifying standards and removing unnecessary regulatory barriers, the policy enables more homeowners to add ADUs or JADUs to their properties, thereby increasing the overall housing supply.

FINANCING:
Staff time to bring the LCP amendment forward to the CCC and Board for final adoption is included in the Fiscal Year 2025-26 Adopted Budget for HCD, Appropriation Unit HCD002, Unit 8543.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Adopting updated ADU and JADU policies and regulations in the coastal zone supports Strategic Goal A: Well-being and Quality of Life by increasing affordable housing, reducing overcrowding, and promoting equitable access to healthy living environments. Further, changes to the policies and regulations assist in streamlining permit processing for ADU and JADUs, expediting the approval process and resulting in additional housing opportunities throughout unincorporated Monterey County's Coastal Zone.

__X__ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Edgar Sanchez, Associate Planner, 831-783-7058
Approved by: Craig Spencer, HCD Director

The following attachments are on file with the Clerk of the Board:
Attachment A - CCC certified ordinance amending Title 20 (clean)

Attachment B - CCC certified ordinance amending Title 20 (redline)
Attachment C - Board Resolution of Intent (Resolution 25-016)
Attachment D - Board Resolution amending the Carmel Area, Big Sur Coast and North County Land Use Plans (Includes Exhibits 1 and 2- Amendments to the Carmel Area, Big Sur Coast and North County Land Use Plans (clean and redline)
Attachment E - CCC Certification of the Amendments

cc: Craig Spencer, Director of Housing and Community Development; Melanie Beretti, Chief of Planning, Philip Angelo, Senior Planner; Edgar Sanchez, Assistant Planner; Kelly Donlon, County Counsel; California Coastal Commission; Breylen Ammen; Kevin Kahn; Katie Butler; Belinda Taluban; Martha Chavarria; Christina McGinnis; Aidee Fonseca; Jordan Caballero; Elsa Mendoza Jimenez; William Schramm; Nicole Fowler; EHB; John Hale; The Open Monterey Project (Molly Erickson); LandWatch; Keep Big Sur Wild; Lozeau Drury LLP; Big Sur LUP Update Public Distribution List; Project File REF240016.

Introduced: 11/3/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Ordinance

REF240016 - COASTAL ZONE UPDATED ACCESSORY DWELLING UNITS (ADU) AND JUNIOR ACCESSORY DWELLING UNITS (JADU) REGULATIONS

Public Hearing to consider amending the Monterey County Local Coastal Program to modify policies and regulations for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs), including the Big Sur Coast Land Use Plan, Carmel Area Land Use Plan, North County Land Use Plan and Monterey County Coastal Implementation Plan, Part 1, the Coastal Zoning Ordinance (Title 20), Coastal Zoning, and Part 6, Appendices.

Project Location: All unincorporated areas of Monterey County in the Coastal Zone

Proposed CEQA Action: Find statutorily exempt from the California Environmental Quality Act (CEQA) section 15265 for the purpose of local government activities and approvals involving the preparation and adoption of local coastal program amendments.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Find the project statutorily exempt pursuant to CEQA Guidelines section 15265;
2. Acknowledge receipt of the California Coastal Commission resolution approving Monterey County Local Coastal Program Amendment Number LCP-3-MCO-25-0034-1-Part A (Accessory Dwelling Units);
3. Adopt a resolution to amend the text to the Big Sur Coast, Carmel Area and North County Land Use Plans as certified by the California Coastal Commission to update policies and regulations for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs);
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5. Certify that the amendments are intended to be carried out in a manner fully in conformity with the Coastal Act; and
6. Direct staff to transmit the amendments to the California Coastal Commission for confirmation that the amendments are consistent with the October 10, 2025 action taken by the Coastal Commission approving Local Coastal Plan Amendment number LCP-3-MCO-25-0034-1-Part A (Accessory Dwelling Units).

SUMMARY:

On February 4, 2025, the Board of Supervisors adopted a resolution of intent with amendments to the Monterey County Local Coastal Program to modify policies and regulations for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs), including the Big Sur Coast Land Use Plan, Carmel Area Land Use Plan, North County Land Use Plan

and Monterey County Coastal Implementation Plan, Part 1 the coastal Zoning Ordinance (Title 20), Coastal Zoning, and Part 6, Appendices.

On October 10, 2025, the California Coastal Commission (CCC) approved the Monterey County Local Coastal Program (LCP) Amendment Number LCP-3-MCO-25-0034-1-Part A (Accessory Dwelling Units), as submitted by the County. Staff is returning to the Board for final action. If adopted by the Board, this action would establish updated regulations for ADUs and JADUs in the coastal zone of unincorporated Monterey County. Staff recommends that the Board adopt the ordinance and land use plan amendments.

DISCUSSION:

The proposed LCP Amendment is returning to the Board of Supervisors to complete the process of adopting ADU regulations that are applicable in coastal unincorporated areas of Monterey County. Pursuant to the Coastal Act, the County may amend the certified Local Coastal Program, provided the County follows certain procedures. The procedures include:

- The Planning Commission hold a noticed public hearing and make a recommendation to the Board;
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On February 4, 2025, the Board of Supervisors adopted a Resolution of Intent to adopt an ordinance establishing updated regulations for accessory dwelling units in the coastal unincorporated areas and amending various land use plans to add policies related to accessory dwelling units (**Attachment C - Resolution No. 25-016**).

Following adoption by the Board, staff forwarded the Resolution of Intent to the CCC for certification. On October 10, 2025, the CCC approved the proposed amendment as submitted by the County (**Attachment D - LCP-3-MCO-25-0034-1-Part A (Accessory Dwelling Units**). These amendments are now returning to the Board for final local action (**Attachment A - CCC Certified Ordinance (clean); Attachment B - CCC Certified Ordinance (redline)**). This action will update regulations for ADUs and JADUs in the coastal zone.

Next Steps

Following Board adoption of this Local Coastal Program amendment, the amendment will become effective the 31st day following adoption which would be December 19, 2025.

OTHER AGENCY INVOLVEMENT
The Office of County Counsel has reviewed and approved the resolution and ordinance as to form. The California Coastal Commission approved the proposed amendment as submitted by the County on October 10, 2025.

HOUSING IMPACTS:
_X_ Reduces constraints on Housing Development
___Increases constraints on Housing Development
___Neutral

Adopting updated policies and regulations for ADUs and JADUs in the Coastal Zone reduces constraints on housing development and supports the production of diverse and affordable housing types in unincorporated coastal areas of Monterey County. By clarifying standards and removing unnecessary regulatory barriers, the policy enables more homeowners to add ADUs or JADUs to their properties, thereby increasing the overall housing supply.

FINANCING:
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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Adopting updated ADU and JADU policies and regulations in the coastal zone supports Strategic Goal A: Well-being and Quality of Life by increasing affordable housing, reducing overcrowding, and promoting equitable access to healthy living environments. Further, changes to the policies and regulations assist in streamlining permit processing for ADU and JADUs, expediting the approval process and resulting in additional housing opportunities throughout unincorporated Monterey County's Coastal Zone.

_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

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Attachment A

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ORDINANCE NO. 5432

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDING TITLE 20 (COASTAL ZONING) OF THE MONTEREY COUNTY CODE RELATING TO ACCESSORY AND JUNIOR DWELLING UNITS

County Counsel Summary

This ordinance amends the County's zoning regulations for accessory and junior dwelling units in the unincorporated coastal zone of Monterey County. The ordinance updates Section 20.64.030 and other sections of Title 20 of the Monterey County Code to conform to recently enacted state law concerning accessory and junior accessor dwelling units, as well as amending Part 6 of the Monterey County Coastal Implementation Plan to add a new Appendix 15 concerning accessory dwelling unit parking. Such changes include provisions allowed under California Government Code sections 66314 and 66333, including, but not limited to, restrictions on zoning locations, objective standards on parking, height, setback, landscape, and rental restrictions. This ordinance will require certification by the California Coastal Commission because this ordinance would amend the County of Monterey's certified Coastal Implementation Plan.

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. Findings and Declarations.

A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey ("County") may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its residents.

B. Per amendments to California Government Code sections 66310 through 66342 adopted by the state legislature, the County desires to amend its existing regulations pertaining to Accessory Dwelling Units ("ADUs") and enact regulations related to Junior Accessory Dwelling Units ("JADUs") to conform to all state law requirements.

C. ADUs and JADUs have the potential to increase the stock of affordable housing in Monterey County by creating a wider range of smaller and lower cost housing options within unincorporated communities.

D. This ordinance is statutorily exempt from the California Environmental Quality Act ("CEQA"), which provides that CEQA does not apply to activities and approvals involving the preparation and adoption of local coastal program amendments (CEQA Guidelines section 15265).

E. The County intends to carry out the amendments in a manner fully in conformity with the California Coastal Act (Public Resources Code section 30000 *et seq*.).

F. This ordinance amends the Monterey County Coastal Implementation Plan, which is part of the County's Local Coastal Program. Pursuant to the Coastal Act, the County may amend the certified Local Coastal Program provided the County follows certain procedures. The procedures include the following: the County's Planning Commission holds a noticed public hearing and makes a recommendation to the Board of Supervisors on the proposed amendment; the Board of Supervisors holds a noticed public hearing, adopts a resolution of intent, and submits the proposed amendment to the California Coastal Commission for certification together with materials sufficient for a thorough and complete review; the Coastal Commission certifies the amendment; the Board of Supervisors takes subsequent final action on the ordinance after the Coastal Commission acts; and the Coastal Commission confirms the County's action. Accordingly, this ordinance will not go into effect until after the Coastal Commission certifies the amendment and confirms the Board's action.

SECTION 2. Section 20.06.375 of the Monterey County Code is amended to read as follows:

"Accessory Dwelling Unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot as the single-family or multifamily dwelling is or will be situated. An Accessory Dwelling Unit also includes the following: (1) an efficient unit, as defined in Section 17958.1 of the California Health and Safety Code, as may be amended; (2) a manufactured home, as defined in Section 18007 of the Health and Safety Code, as may be amended; and (3) a tiny home, if the tiny home meets the requirements of Section 18007 of the Health and Safety Code, as may be amended.

SECTION 3. Section 20.06.376 is added to the Monterey County Code to read as follows:

"Junior Accessory Dwelling Unit" or "JADU" means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the single-family residence.

SECTION 4. Subsection R of Section 20.10.040 of the Monterey County Code is amended to read as follows:

R. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030;

SECTION 5. Subsection S of Section 20.12.040 of the Monterey County Code is amended to read as follows:

S. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030;

SECTION 6. Subsection W of Section 20.14.040 of the Monterey County Code is amended to read as follows:

W. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030;

SECTION 7. Subsection W of Section 20.16.040 of the Monterey County Code is amended to read as follows:

W. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030;

SECTION 8. Subsections Y and Z are hereby amended and added to Section 20.17.040 of Monterey County Code to read as follows:

Y. Employee Housing providing accommodations for up to six employees;

Z. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 9. Subsection NN of Section 20.17.050 of the Monterey County Code is amended to read as follows:

NN. [Repealed];

SECTION 10. Subsections Z and AA are hereby amended and added to Section 20.18.050 of Monterey County Code to read as follows:

Z. Storage, rental and sale of irrigation equipment;

AA. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 11. Subsection U is hereby added to Section 20.20.050 of Monterey County Code to read as follows:

U. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 12. Subsection G is hereby added to Section 20.22.050 of Monterey County Code to read as follows:

G. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 13. Subsections T and U are hereby amended and added to Section 20.30.040 of Monterey County Code to read as follows:

T. Small Residential Care Facility, subject to the same standards as a single family dwelling;

U. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 14. Subsections U and V are hereby amended and added to Section 20.32.040 of Monterey County Code to read as follows:

U. Small Residential Care Facility, subject to the same standards as a single family dwelling;

V. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 15. Section 20.58.040 of the Monterey County Code is amended to read as follows:

The number of off-street parking spaces shall not be less than:

USE	**PARKING SPACES REQUIRED**
Agricultural Employee Housing	1 space/dwelling unit or 1 space/4 beds
Agricultural Processing Plant	1 space/500 square feet
Amusement Park	1 space/4 occupant
Appliance Repair	1 space/500 square feet
Art Gallery	1 space/500 square feet
Auditorium	1 space/4 seat. If no fixed seating, 1 space/35 square feet
Automobile Repair	1 space/500 square feet of floor area
Automobile Sales	1 space/500 square feet of floor area plus 1 space/2,000 square feet outdoor sales, display or storage area
Automobile Services Station	1 space/500 square feet floor area
Bank	1 space/200 square feet

Bar, Lounge, Night Club	1 space/3 seats
Cocktail Lounge	Where seating is not fixed, 1 space 50 square feet
Barber Shop, Beauty Parlor	2 spaces/chair
Baseball Park	1 space/4 seats
Bed and Breakfast Facility	1 space/unit
Billiard Hall	2 spaces/table
Bowling alley	5 spaces/lane
Building Materials	1 space/500 square feet floor area plus 1 space/2000 square feet outdoor use area
Bus Depot	1 space/20 square feet waiting area plus 1 space/300 square feet office area
Cabinet Shop	1 space/500 square feet
Children's Home, Orphanage	1 space/4 seats. If no fixed seating, 1 space/35 square feet
Church	1 space/4 seat. If no fixed seating, 1 space/35 square feet
Cleaners	2 space plus spaces/1,000 square feet
Community Center	1 space/4 seats. If no fixed seating, 1 spaces/35 square feet
Contractor's Yard	1 space/3,000 square feet lot area
Convalescent Home, Nursing Home, Rest Home, Home for the Aged	1 space/3 beds
Convention Center, Meeting Hall, Exhibit Facility	1 space/4 seats or 1 space/50 square feet
Dance Hall	1 space/50 square feet
Dental Clinic/Office	1 space/200 square feet
Driving Range	1 space/tee
Equipment Rental	1 space/500 square feet floor area plus 1 space/2,000 square feet outdoor use area
Family Day Care Facility	1 space/employed plus 1 space/10 children

Farm Equipment and Supplies	1 space/500 square feet floor area plus 1 space/2,000 square feet outdoor use area
Flea Market/Open Air Sales	1 space/200 square feet sales area
Freight Terminals	2 spaces/loading bay plus 1 space/250 square feet office space
Funeral Home, Mortuary	1 space/4 seats. If no fixed seating, 1 space/356 square feet
Golf Course	4 space/hole
Guesthouse	1 space/unit
Gymnasium, Spa, Health Studio	1 space/50 square feet
Heating, Air Conditioning, Electrical Shop	1 space/500 square feet
Homeless Shelter	1 space/employee and 1 space/6 beds or portion thereof
Hospital	12 spaces/bed
Hotel	1 space/unit plus 2 spaces/3 employees on largest shift plus other applicable requirement (i.e. restaurant, lounge, etc.)
Industrial Office	1 space/300 square feet
Laboratory	1 space/250 square feet
Laundromat	1 space/2 machines
Library	1 space/200 square feet
Manufacturing	1 space/500 square feet
Marina	3 spaces/4 boat slips
Medical Clinic/Office	1 space/200 square feet
Miniature Golf	2 spaces/hole
Mini-Storage	2 spaces for manager plus 2 customer spaces
Motel	2 spaces for manager plus 1 space/unit
Museum	1 space/200 square feet
Nursery	1 space/2,000 square feet

Office	1 space/250 square feet
Open Air Sales	1 space/200 square feet sales area
Photography Studio	1 space/400 square feet
Post Office	5 spaces/services window plus 1 space/500 square feet of non-customer area
Printer, Copying, Reproduction	1 space/400 square feet
Race Track	1 space/4 seats
Recreational Enterprises	1 space/4 occupants capacity
Recreational Vehicle *Park*	1 standard vehicle space/1 R.V. space
Residential	
Accessory dwelling unit	See Section 20.64.030 of this Title and Appendix 15 of the Monterey County Coastal Implementation Plan
Junior accessory dwelling unit	No parking space required
Single-Family Detached	2 spaces/unit
Duplex	2 spaces/unit
Triplex	2 spaces/unit
Multiple-Family Residential, Apartments, Townhouses, Condominiums, Cluster Homes	1 space/studio unit 1.5 spaces/1 bedroom unit 2 spaces/2 bedroom unit 2.2 spaces/3 or more bedroom unit. In addition, 1 guest parking space shall be provided for every 4 units
Boarding House, Rooming	1 space/guest room
House, Organizational	1 space/100 square feet of guest room
Large Residential Care Facility	1 space/employee plus 2 additional spaces
Small Residential Care Facility	1 space/employee plus 2 additional spaces
Single Room Occupancy Facility	.5 spaces/unit (Within 2,000 feet of Public Transit)
Single Room Occupancy Facility	1 space/unit (Not within 2,000 feet of Public Transit)
Handicapped Housing	1 space/2 units plus 1 guest space/8 units

Mobile Home Park	2 spaces/unit plus 1 guest parking space/4 units
Restaurant	1 space/4 seats. Where seating is not fixed, 1 space/50 square feet of seating, waiting, or cocktail lounge area
Restaurant, Drive-In	1 space/3 seats enclosed plus 3 and Drive-Through spaces/services window and 3 employee spaces
Retail, General	1 space/250 square feet
Retail, Large Item	1 space/500 square feet (i.e. Appliance Stores)
Savings and Loan	1 space/200 square feet
Schools:	
Pre-School, Day Care	1 space/employee plus 1 space/10 children
Kindergarten through Grade Nine	2 spaces/classroom plus 1 space/50 square feet in the Auditorium
High School	2 spaces/classroom plus 1 space/5 students
College, University	1 space/employee plus 1 space/3 students
Trade School, Vocational School, Business School, Professional School, Art Academy, Craft School, Music School, Dancing School	1 space/employee plus 1 space/3 students
Shopping Center	1 space/250 square feet
Skating Rink	1 space/250 square feet
Social Care Facility	1 space/3 beds plus
Sanitarium, Welfare Institution, Asylum	1 space/employee on the largest shift
Social Club	1 space/50 square feet
Stable, Public	1 space/3 horses
Stadium, Sports Area	1 space/4 seats
Swimming Pool	1 space/100 square feet pool area
Tennis Court, Racquetball Courts	2 spaces/court

Theater	1 space/3 seats
Veterinary Hospital	1 space/250 square feet
Warehouse	1 space/500 square feet

SECTION 16. Section 20.64.030 of the Monterey County Code is hereby repealed and replaced in its entirety to read as follows:

20.64.030 - Regulations for Accessory Dwelling Units and Junior Accessory Dwelling Units.

A. Purpose: The purpose of this Section is to establish the regulations, standards and circumstances under which Accessory Dwelling Units also known as ADUs, and Junior Accessory Dwelling Units also known as JADUs may be allowed and to establish a means for creating additional affordable housing in Monterey County.

B. Definitions: Unless otherwise expressly stated, whenever used in this Section, the following terms shall have the meanings set forth below:

1. "Efficiency Kitchen" means a kitchen that includes each of the following: (a) a cooking facility with appliances; (b) a food preparation counter; and (c) food storage cabinets that are of reasonable size in relation to the size of the dwelling unit.

2. "High-quality transit corridor" means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.

3. "Major transit stop" means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

4. "Housing Organization" means a trade or industry group whose local members are primarily engaged in the construction or management of housing units or a nonprofit organization whose mission includes providing or advocating for increased access to housing for low-income households and have filed written or oral comments with the local agency prior to action on the housing development project.

5. "Livable Space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

C. Applicability:

1. This Section is applicable in all zoning districts which allow Single Family or Multiple Family Dwellings or both Single and Multiple Family Dwellings, subject to the requirements of this Section, as follows:

a. High Density Residential (HDR(CZ))
b. Medium Density Residential (MDR(CZ))
c. Low Density Residential (LDR(CZ))
d. Rural Density Residential (RDR(CZ))
e. Watershed and Scenic Conservation (WSC(CZ))
f. Coastal General Commercial (CGC(CZ))
g. Moss Landing Commercial (MLC(CZ))
h. Visitor-Serving Commercial (VSC(CZ))
i. Coastal Agricultural Preserve (CAP(CZ))
j. Agricultural Conservation (AC(CZ))

2. County plans and regulations to limit residential growth, including unit caps, do not apply to ADUs and JADUs.

3. Units previously permitted in the HDR, MDR, LDR, and WSC zoning districts in the North County, Del Monte Forest, and Carmel Area Land Use Plan areas as a "Senior Citizen" unit or a "Caretaker" unit prior to the adoption of these regulations shall be considered an ADU for the purposes of this Section.

4. Units previously permitted by the County as a "Guesthouse" may be converted to an ADU or JADU subject to this Section.

D. Regulations for ADUs and JADUs:

1. All ADUs and JADUs that will connect to a private sewage disposal system or that will obtain their water supply from a private well and/or a water system with two to 199 service connections are subject to review and approval by the County's Environmental Health Bureau to ensure adequate sewage disposal facilities and adequate water supply exist or have been demonstrated feasible to construct to serve the unit. The Director of Environmental Health shall evaluate adequacy of water quality and quantity for ADUs and evaluate adequacy of water quality for JADUs. If either adequate sewage disposal facilities or adequate water supply is not available, an ADU or JADU shall be prohibited.

2. An ADU or JADU may be separately rented, provided such rental is for 31 consecutive calendar days or longer. Rental of an ADU, a JADU, or a portion of an ADU or JADU for 30 consecutive calendar days or fewer is prohibited.

3. ADUs and JADUs shall require a design approval when zoning district is combined with a "D" district. The appropriate authority to take action on design approvals will be the Chief of Planning. Such Design approval decisions are not appealable.

4. For the Protection of Groundwater Resources in the North County Land Use Plan Area, when an ADU or JADU is proposed, water efficiency and conservation standards must be implemented. Before any building permit may be issued for such new construction, the applicant shall submit documentation for review and approval by the Chief of Building Services to demonstrate conformity with the following water efficiency and conservation measures:

a. All structures on that lot must incorporate the following water efficiency and conservation standards:

i. Toilets with a maximum tank size or flush capacity of 1.28 gallons;

ii. Shower heads with a maximum flow capacity of 1.8 gallons per minute;

iii. Bathroom faucets with a maximum flow capacity of 1.2 gallons per minute;

iv. All cloth washers and dish washers shall be Energy Star certified; and

v. Kitchen faucets with a maximum flow capacity of 1.8 gallons per minute shall be installed.

b. Proposed and existing landscaping must consist of either of the following: open space, native vegetative areas, use of drought tolerant native and/or non-invasive landscape plants with preferences given to native plants, and/or pervious or non-pervious hardscapes that do not require a permanent irrigation system. Pervious hardscapes shall be preferred over non-pervious options where feasible. Proposed or existing subsistence gardens such as family gardens, community gardens, or fruit/nut trees must employ water efficiency measures as drip irrigation to the greatest extent feasible.

c. Additional water conservation measures may include one or more of the following, as applicable:

i. Installation of a rainwater catchment system in compliance with Chapter 18.05 of this Code; or

ii. Installation of a greywater system in compliance with Chapter 18.05 of this Code.

E. Regulations for ADUs:

1. Limitation on the number of ADUs:

a. A legal lot with an existing or proposed single-family dwelling is limited to one ADU, regardless of the number of single-family dwellings allowed on that lot.

b. A legal lot with an existing multiple family dwelling is allowed up to eight detached ADUs, provided that the number of detached ADUs does not exceed the number of existing units on the lot. Additionally, ADUs within the existing multiple family dwelling are allowed for up 25 percent of the total number of units in the existing multiple family dwelling. However, any ADU within a multiple family dwelling must be created by conversion of portions of existing multiple family dwelling structures that are not used as livable space including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages.

c. A legal lot with a proposed multiple family dwelling is allowed up to two detached ADUs.

2. Height Limitations:

a. An ADU attached to the main structure shall be subject to the height regulations of the zoning district for the main structure.

b. An ADU detached from the main structure shall be allowed to be up to 16 feet in height on a legal lot with an existing or proposed single-family dwelling, and be allowed up to 18 feet in height if there is an existing or proposed multiple family dwelling. Additional height allowances may be allowed for detached ADUs as follows:

i. If a lot that is within one-half mile walking distance of a major transit stop or high-quality transit corridor, ADUs shall be allowed up to 18 feet in height. For such lots, an additional two feet in height (up to 20 feet) shall be allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the main structure.

ii. Regardless of whether a lot is within one-half mile walking distance of a major transit stop or high-quality transit corridor, increases in height for detached ADUs may be considered with a Coastal Development Permit (ZA) when intended to provide for architectural consistency and compatibility with the main structure.

3. Setbacks:

a. Newly constructed ADUs shall comply with the front setback requirements of the applicable zoning district and shall have a four foot minimum side and rear setbacks.

b. No setback shall be required for ADUs created by converting existing structures to ADUs. Additionally, no setback shall be required for ADUs created by demolishing and reconstructing an existing structure or a portion thereof in the same location and to the same dimensions. ADUs created by converting an existing accessory structure and which include an addition of up to 150 square feet to accommodate ingress and egress shall have setbacks sufficient for fire and safety.

4. Size Limitation:

a. In the Carmel Area Land Use Plan area, North County Land Use Plan, and Del Monte Forest Land Use Plan area newly constructed attached ADUs, newly constructed detached ADUs, and conversions of legally constructed accessory structures built after March 25, 2024, shall not exceed 1,200 square feet.

b. For the protection of coastal resources, in the Big Sur Coast Land Use Plan and any area with "B-8" combining zoning district, newly constructed attached ADUs, newly constructed detached ADUs, and conversions of legally constructed accessory structures built after March 25, 2024, shall not exceed 1,000 square feet.

c. ADUs created through conversion of space in an existing main structure shall not be allowed to exceed 50 percent of the total square footage of the existing main structure.

5. Parking Requirements:

a. On lots within the designated areas shown in the Monterey County Coastal Implementation Plan, Appendix 15, "ADU Parking Required," at least one off-street parking space shall be required for each ADU, and all other off-street parking requirements for other uses onsite shall be met.

b. On lots that are not within the designated areas shown in Monterey County Coastal Implementation Plan, Appendix 15, "ADU Parking Required," no off-street parking spaces shall be required for each ADU, and no replacement parking spaces will be required if a garage, carport, or other covered parking structure is converted or removed to accommodate an ADU.

6. ADUs shall comply with building site coverage and the floor area ratio requirements of the applicable zoning district, and the setback requirements set forth in this Section, except where they would preclude the following:

a. Establishment of a newly constructed ADU of up to 800 square feet with four foot side and rear yard setbacks.

b. Expansion of an existing accessory structure of not more than 150 square feet for the purpose of accommodating ingress and egress.

7. An attached ADU shall not have internal circulation with the main structure.

8. The County may issue a building permit for an ADU prior to issuance of building permit for the primary dwelling.

9. An ADU shall comply with all local building code requirements that apply to detached dwellings, provided, however, that County may approve a delay in enforcement of building standards in accordance with the parameters and procedures set forth in Health and Safety Code section 17980.12, as may be periodically amended, if compliance with the building standard is not necessary to protect health and safety.

10. ADUs are prohibited in the Big Sur Critical Viewshed as they would be inconsistent with the Scenic Resources policies of the Big Sur Coast Land Use Plan and due to their impact on traffic flow and safety.

11. An ADU shall not be sold or otherwise conveyed separate from the primary dwelling unless it meets the criteria of Government Code section 66341, including all the following:

a. The ADU or the primary dwelling was built or developed by a qualified nonprofit corporation.

b. There is an enforceable restriction on the use of the land pursuant to a recorded contract between the qualified buyer and the qualified nonprofit corporation.

c. The property is held pursuant to a recorded tenancy in common agreement.

d. A grant deed naming the grantor, grantee, and describing the property interests being transferred shall be recorded in Monterey County. A Preliminary Change of Ownership Report shall be filed concurrently with this grant deed.

e. If requested by a utility providing service to the primary residence, the ADU has a separate water, sewer, or electrical connection to that utility.

F. Regulations for JADUs:

1. Limitation on the number of JADUs: A legal lot with an existing or proposed single-family dwelling is limited to one JADU, regardless of the number of single-family dwellings allowed on that lot.

2. Height Limitations: JADUs shall be subject to the height regulations of the applicable zoning district for the main structure.

3. Setbacks: JADUs shall comply with the setback requirements of the applicable zoning district for the main structure.

4. Size Limitation: JADUs shall not exceed 500 square feet.

5. Parking Requirements: No off-street parking is required for JADUs.

6. JADUs shall have an efficiency kitchen.

7. JADUs shall have a separate entrance from the main structure.

8. JADUs shall include an interior entry into the main structure if it will share a bathroom with the main structure.

9. Prior to the issuance of building permits for a JADU, the owner shall record a deed restriction which shall run with the land and include both of the following:

a. A prohibition on the sale of the JADU separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.

b. A restriction on the size and attributes of the JADU that conforms with this Section.

10. The owner must reside in either the remaining portion of the structure or the newly created JADU, unless the owner is another governmental agency, land trust, or housing organization.

11. JADUs may share a bathroom and central systems (such as heating, ventilation, air conditioning, water service, power service, wastewater service) with the main structure.

G. Requirement for Coastal Administrative Permit for ADUs and JADUs:

1. ADUs and JADUs may be exempt from a Coastal Administrative Permit or a Coastal Development Permit, if the ADU or JADU is directly attached to an existing residence or is fully within an existing residence, and does not fall under any of the locational exceptions of California Code of Regulations, Title 14, Section 13250, as may be amended.

2. An application for a Coastal Administrative Permit for an ADU or JADU shall be processed in accordance with the requirements of Chapter 20.76 of this Code, except that no public hearing shall be required for Coastal Administrative Permit, and applications shall be processed within 60 calendar days after receiving a completed application. Appeals to Coastal Administrative Permits pursuant to this Section shall be processed pursuant to Chapter 20.86 of this Code.

3. A Coastal Development Permit may be required in addition to a Coastal Administrative Permit if the project includes components that require a Coastal Development Permit pursuant to other requirements of this Code in addition to the ADU and JADU. This Section does not affect the requirements or process for such permits.

SECTION 17. Subsection E of Section 20.64.180 of the Monterey County Code is amended as follows:

E. On-site density for Accessory Dwelling Units, guesthouses, Agricultural Employee Housing, and Employee Housing accessory to an allowed use, shall be determined as follows:

Type of Unit	**North County**	**Big Sur Coast**	**Carmel Area**	**Del Monte Forest**
Accessory Dwelling Units and Junior Accessory Dwelling Units	Excluded from density	Excluded from density	Excluded from density	Excluded from density
Guesthouses	Excluded from density	Excluded from density	Excluded from density	Excluded from density
Employee Housing	Subject to LUPs overall buildout cap	Maximum of 300 in planning area	Permitted per Section 20.146.120.B.3	Not permitted
Agricultural Employee Housing	Based on parcel zoning	Permitted per Section 20.145.14.0.B.4.c.1	Excluded from density	Not permitted

All other residential development, including but not limited to Small Residential Care Facilities and Large Residential Care Facilities, is subject to the density established by the parcel's zoning district, except if provided elsewhere in this Chapter.

"Excluded from density" means that the units may be considered in addition to the density allowed by the parcel's zoning classification.

SECTION 18: Subsection G of Section 20.64.180 of the Monterey County Code is amended to read as follows:

G. Buildout Limitations:

1. In North County, a total of two thousand forty-three (2,043) new lots or units may be created from the date of certification of the North County Land Use Plan. Accessory Dwelling units and Junior Accessory Dwelling units do not count towards this number. Also see build-out explanation and further information in Section 20.144.140.B.3.a. Approval of new residential units and lots may not exceed the build-out figure, as per the development standard.

2. In Big Sur, a total of one hundred (100) new residential lots may be created by new subdivisions from the date of certification of the Big Sur Coast Land Use Plan, as provided in Table 1 of the Big Sur Coast Land Use Plan.

3. Where this Section establishes a numerical cap on a type of unit in a certain area, the Planning Department shall maintain a running tally of the number of units permitted since certification of the relevant land use plan. Findings for approval shall include the following: "This is the ( ) out of a maximum of ( ) (e.g., residential lots) to be approved for the ( ) Land Use Plan Area."

SECTION 19. Subsection A of Section 20.70.120 of the Monterey County Code is amended as follows:

A. The maintenance, alteration, or addition to existing single-family dwellings, including the establishment or expansion of accessory structures not exceeding one thousand (1,000) square feet and normally associated with residential uses such as garages, decks, workshops, and storage buildings; however, the following classes of development shall require a permit because they involve a risk of adverse environmental impact:

1. Improvements to a single-family structure on a beach, wetland or seaward of the mean high tide line, in an environmentally sensitive habitat area, in an area designated as highly scenic in a certified land use plan, or within fifty (50) feet of a coastal bluff edge.

2. Any significant alteration of land forms including removal or placement of vegetation on a beach, wetland or sand dune, or within fifty (50) feet of the edge of a coastal bluff, or in an environmentally sensitive habitat area.

3. The expansion or construction of water wells or septic systems.

4. On property located between the sea and the first public road paralleling the sea or within three hundred (300) feet of the inland extent of any beach or of the mean high tide of the sea where there is no beach, whichever is the greater distance, or in significant

scenic resources areas, an improvement that would result in an increase of ten (10) percent or more of internal floor area of an existing structure, the construction of an additional story (including lofts) in an existing structure, and/or any significant non-attached structure such as garages in excess of one thousand (1,000) square feet, fences over six feet in height, shoreline protective works, docks or trees or satellite dishes.

5. In areas determined to have critically short water supply that must be maintained for the protection of coastal resources or public recreational use, the construction of any specified major water using development not essential to residential use including but not limited to swimming pools, or construction or extension of any landscaping irrigation system.

6. Additions or expansions to developments which, by condition of previous permit issued by the County of Monterey or Coastal Commission, which by condition of such permit requires development permits for such addition or expansion.

SECTION 20. Part 6 of the Monterey County Coastal Implementation Plan is hereby amended to add a new Appendix 15 titled Accessory Dwelling Unit Parking Required. This new Appendix 15 is attached here.

SECTION 21. **SEVERABILITY**. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 22. **EFFECTIVE DATE.** This ordinance shall become effective on the thirty-first day following its adoption by the County if certified by the California Coastal Commission or thereafter upon certification by the California Coastal Commission.

PASSED AND ADOPTED on this ____day of _____, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher M. Lopez, Chair
Monterey County Board of Supervisors

ATTEST

VALERIE RALPH
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

Kelly L. Donlon

KELLY L. DONLON
Chief Assistant County Counsel

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Attachment B

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ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDING TITLE 20 (COASTAL ZONING) OF THE MONTEREY COUNTY CODE RELATING TO ACCESSORY AND JUNIOR DWELLING UNITS

County Counsel Summary

This ordinance amends the County's zoning regulations for accessory and junior dwelling units in the unincorporated coastal zone of Monterey County. The ordinance updates Section 20.64.030 and other sections of Title 20 of the Monterey County Code to conform to recently enacted state law concerning accessory and junior accessor dwelling units, as well as amending Part 6 of the Monterey County Coastal Implementation Plan to add a new Appendix 15 concerning accessory dwelling unit parking. Such changes include provisions allowed under California Government Code sections 66314 and 66333, including, but not limited to, restrictions on zoning locations, objective standards on parking, height, setback, landscape, and rental restrictions. This ordinance will require certification by the California Coastal Commission because this ordinance would amend the County of Monterey's certified Coastal Implementation Plan.

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. Findings and Declarations.

A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey ("County") may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its residents.

B. Per amendments to California Government Code sections 66310 through 66342 adopted by the state legislature, the County desires to amend its existing regulations pertaining to Accessory Dwelling Units ("ADUs") and enact regulations related to Junior Accessory Dwelling Units ("JADUs") to conform to all state law requirements.

C. ADUs and JADUs have the potential to increase the stock of affordable housing in Monterey County by creating a wider range of smaller and lower cost housing options within unincorporated communities.

D. This ordinance is statutorily exempt from the California Environmental Quality Act ("CEQA"), which provides that CEQA does not apply to activities and approvals involving the preparation and adoption of local coastal program amendments (CEQA Guidelines section 15265).

E. The County intends to carry out the amendments in a manner fully in conformity with the California Coastal Act (Public Resources Code section 30000 *et seq*.).

F. This ordinance amends the Monterey County Coastal Implementation Plan, which is part of the County's Local Coastal Program. Pursuant to the Coastal Act, the County may amend the certified Local Coastal Program provided the County follows certain procedures. The procedures include the following: the County's Planning Commission holds a noticed public hearing and makes a recommendation to the Board of Supervisors on the proposed amendment; the Board of Supervisors holds a noticed public hearing, adopts a resolution of intent, and submits the proposed amendment to the California Coastal Commission for certification together with materials sufficient for a thorough and complete review; the Coastal Commission certifies the amendment; the Board of Supervisors takes subsequent final action on the ordinance after the Coastal Commission acts; and the Coastal Commission confirms the County's action. Accordingly, this ordinance will not go into effect until after the Coastal Commission certifies the amendment and confirms the Board's action.

SECTION 2. Section 20.06.375 of the Monterey County Code is amended to read as follows:

"Accessory D~~d~~welling U~~u~~nit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot as the single-family or multifamily dwelling is or will be situated.~~permanent residence, secondary to an existing main dwelling, which provides complete independent living facilities for one or more persons. It shall include permanent provision for living, sleeping, eating, cooking, and sanitation on the same parcel where the single-family dwelling is situated.~~ An Accessory Dwelling Unit also includes the following: (1) an efficient unit, as defined in Section 17958.1 of the California Health and Safety Code, as may be amended; (2) a manufactured home, as defined in Section 18007 of the Health and Safety Code, as may be amended; and (3) a tiny home, if the tiny home meets the requirements of Section 18007 of the Health and Safety Code, as may be amended.

SECTION 3. Section 20.06.376 is added to the Monterey County Code to read as follows:

"Junior Accessory Dwelling Unit" or "JADU" means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the single-family residence.

SECTION 4. Subsection R of Section 20.10.040 of the Monterey County Code is amended to read as follows:

R. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030;

SECTION 5. Subsection S of Section 20.12.040 of the Monterey County Code is amended to read as follows:

S. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030;

SECTION 6. Subsection W of Section 20.14.040 of the Monterey County Code is amended to read as follows:

W. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030;

SECTION 7. Subsection W of Section 20.16.040 of the Monterey County Code is amended to read as follows:

W. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030;

SECTION 8. Subsections Y and Z are hereby amended and added to Section 20.17.040 of Monterey County Code to read as follows:

Y. Employee Housing providing accommodations for up to six employees;~~.~~

Z. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 9. Subsection NN of Section 20.17.050 of the Monterey County Code is amended to read as follows:

NN. ~~Accessory Dwelling Unit meeting the development standards of Section 20.64.030~~[Repealed];

SECTION 10. Subsections Z and AA are hereby amended and added to Section 20.18.050 of Monterey County Code to read as follows:

Z. Storage, rental and sale of irrigation equipment;~~.~~

AA. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 11. Subsection U is hereby added to Section 20.20.050 of Monterey County Code to read as follows:

U. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 12. Subsection G is hereby added to Section 20.22.050 of Monterey County Code to read as follows:

G. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 13. Subsections T and U are hereby amended and added to Section 20.30.040 of Monterey County Code to read as follows:

T. Small Residential Care Facility, subject to the same standards as a single family dwelling;.

U. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 14. Subsections U and V are hereby amended and added to Section 20.32.040 of Monterey County Code to read as follows:

U. Small Residential Care Facility, subject to the same standards as a single family dwelling;.

V. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 15. Section 20.58.040 of the Monterey County Code is amended to read as follows:

The number of off-street parking spaces shall not be less than:

USE	**PARKING SPACES REQUIRED**
Agricultural Employee Housing	1 space/dwelling unit or 1 space/4 beds
Agricultural Processing Plant	1 space/500 square feet
Amusement Park	1 space/4 occupant
Appliance Repair	1 space/500 square feet
Art Gallery	1 space/500 square feet
Auditorium	1 space/4 seat. If no fixed seating, 1 space/35 square feet
Automobile Repair	1 space/500 square feet of floor area
Automobile Sales	1 space/500 square feet of floor area plus 1 space/2,000 square feet outdoor sales, display or storage area

Automobile Services Station	1 space/500 square feet floor area
Bank	1 space/200 square feet
Bar, Lounge, Night Club	1 space/3 seats
Cocktail Lounge	Where seating is not fixed, 1 space 50 square feet
Barber Shop, Beauty Parlor	2 spaces/chair
Baseball Park	1 space/4 seats
Bed and Breakfast Facility	1 space/unit
Billiard Hall	2 spaces/table
Bowling alley	5 spaces/lane
Building Materials	1 space/500 square feet floor area plus 1 space/2000 square feet outdoor use area
Bus Depot	1 space/20 square feet waiting area plus 1 space/300 square feet office area
Cabinet Shop	1 space/500 square feet
Children's Home, Orphanage	1 space/4 seats. If no fixed seating, 1 space/35 square feet
Church	1 space/4 seat. If no fixed seating, 1 space/35 square feet
Cleaners	2 space plus spaces/1,000 square feet
Community Center	1 space/4 seats. If no fixed seating, 1 spaces/35 square feet
Contractor's Yard	1 space/3,000 square feet lot area
Convalescent Home, Nursing Home, Rest Home, Home for the Aged	1 space/3 beds
Convention Center, Meeting Hall, Exhibit Facility	1 space/4 seats or 1 space/50 square feet
Dance Hall	1 space/50 square feet
Dental Clinic/Office	1 space/200 square feet
Driving Range	1 space/tee
Equipment Rental	1 space/500 square feet floor area plus 1 space/2,000 square feet outdoor use area

Family Day Care Facility	1 space/employed plus 1 space/10 children
Farm Equipment and Supplies	1 space/500 square feet floor area plus 1 space/2,000 square feet outdoor use area
Flea Market/Open Air Sales	1 space/200 square feet sales area
Freight Terminals	2 spaces/loading bay plus 1 space/250 square feet office space
Funeral Home, Mortuary	1 space/4 seats. If no fixed seating, 1 space/356 square feet
Golf Course	4 space/hole
Guesthouse	1 space/unit
Gymnasium, Spa, Health Studio	1 space/50 square feet
Heating, Air Conditioning, Electrical Shop	1 space/500 square feet
Homeless Shelter	1 space/employee and 1 space/6 beds or portion thereof
Hospital	12 spaces/bed
Hotel	1 space/unit plus 2 spaces/3 employees on largest shift plus other applicable requirement (i.e. restaurant, lounge, etc.)
Industrial Office	1 space/300 square feet
Laboratory	1 space/250 square feet
Laundromat	1 space/2 machines
Library	1 space/200 square feet
Manufacturing	1 space/500 square feet
Marina	3 spaces/4 boat slips
Medical Clinic/Office	1 space/200 square feet
Miniature Golf	2 spaces/hole
Mini-Storage	2 spaces for manager plus 2 customer spaces
Motel	2 spaces for manager plus 1 space/unit

Museum	1 space/200 square feet
Nursery	1 space/2,000 square feet
Office	1 space/250 square feet
Open Air Sales	1 space/200 square feet sales area
Photography Studio	1 space/400 square feet
Post Office	5 spaces/services window plus 1 space/500 square feet of non-customer area
Printer, Copying, Reproduction	1 space/400 square feet
Race Track	1 space/4 seats
Recreational Enterprises	1 space/4 occupants capacity
Recreational Vehicle *Park*	1 standard vehicle space/1 R.V. space
Residential	
Accessory dwelling unit	See Section 20.64.030 of this Title and Appendix 15 of the Monterey County Coastal Implementation Plan ~~1 space/unit~~
Junior accessory dwelling unit	No parking space required
Single-Family Detached	2 spaces/unit
Duplex	2 spaces/unit
Triplex	2 spaces/unit
~~Multiple-Family Residential,~~	~~1 space/studio unit~~
Multiple-Family Residential, Apartments, Townhouses, Condominiums, Cluster Homes	1 space/studio unit 1.5 spaces/1 bedroom unit 2 spaces/2 bedroom unit 2.2 spaces/3 or more bedroom unit. In addition, 1 guest parking space shall be provided for every 4 units
Boarding House, Rooming	1 space/guest room
House, Organizational	1 space/100 square feet of guest room
Large Residential Care Facility	1 space/employee plus 2 additional spaces
Small Residential Care Facility	1 space/employee plus 2 additional spaces
Single Room Occupancy Facility	.5 spaces/unit (Within 2,000 feet of Public Transit)

Single Room Occupancy Facility	1 space/unit (Not within 2,000 feet of Public Transit)
Handicapped Housing	1 space/2 units plus 1 guest space/8 units
Mobile Home Park	2 spaces/unit plus 1 guest parking space/4 units
Restaurant	1 space/4 seats. Where seating is not fixed, 1 space/50 square feet of seating, waiting, or cocktail lounge area
Restaurant, Drive-In	1 space/3 seats enclosed plus 3 and Drive-Through spaces/services window and 3 employee spaces
Retail, General	1 space/250 square feet
Retail, Large Item	1 space/500 square feet (i.e. Appliance Stores)
Savings and Loan	1 space/200 square feet
Schools:	
Pre-School, Day Care	1 space/employee plus 1 space/10 children
Kindergarten through Grade Nine	2 spaces/classroom plus 1 space/50 square feet in the Auditorium
High School	2 spaces/classroom plus 1 space/5 students
College, University	1 space/employee plus 1 space/3 students
Trade School, Vocational School, Business School, Professional School, Art Academy, Craft School, Music School, Dancing School	1 space/employee plus 1 space/3 students
Shopping Center	1 space/250 square feet
Skating Rink	1 space/250 square feet
Social Care Facility	1 space/3 beds plus
Sanitarium, Welfare Institution, Asylum	1 space/employee on the largest shift
Social Club	1 space/50 square feet
Stable, Public	1 space/3 horses

Stadium, Sports Area	1 space/4 seats
Swimming Pool	1 space/100 square feet pool area
Tennis Court, Racquetball Courts	2 spaces/court
Theater	1 space/3 seats
Veterinary Hospital	1 space/250 square feet
Warehouse	1 space/500 square feet

SECTION 16. Section 20.64.030 of the Monterey County Code is hereby repealed and replaced in its entirety to read as follows:

20.64.030 - Regulations for Accessory Dwelling Units and Junior Accessory Dwelling Units.

A. Purpose: The purpose of this Section is to establish the regulations, standards and circumstances under which Accessory Dwelling Units also known as ADUs, and Junior Accessory Dwelling Units also known as JADUs may be allowed and to establish a means for creating additional affordable housing in Monterey County.

B. Definitions: Unless otherwise expressly stated, whenever used in this Section, the following terms shall have the meanings set forth below:

1. "Efficiency Kitchen" means a kitchen that includes each of the following: (a) a cooking facility with appliances; (b) a food preparation counter; and (c) food storage cabinets that are of reasonable size in relation to the size of the dwelling unit.

2. "High-quality transit corridor" means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.

3. "Major transit stop" means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

4. "Housing Organization" means a trade or industry group whose local members are primarily engaged in the construction or management of housing units or a nonprofit organization whose mission includes providing or advocating for increased access to housing for low-income households and have filed written or oral comments with the local agency prior to action on the housing development project.

5. "Livable Space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

C. Applicability:

1. This Section is applicable in all zoning districts which allow Single Family or Multiple Family Dwellings or both Single and Multiple Family Dwellings, subject to the requirements of this Section, as follows:

a. High Density Residential (HDR(CZ))
b. Medium Density Residential (MDR(CZ))
c. Low Density Residential (LDR(CZ))
d. Rural Density Residential (RDR(CZ))
e. Watershed and Scenic Conservation (WSC(CZ))
f. Coastal General Commercial (CGC(CZ))
g. Moss Landing Commercial (MLC(CZ))
h. Visitor-Serving Commercial (VSC(CZ))
i. Coastal Agricultural Preserve (CAP(CZ))
j. Agricultural Conservation (AC(CZ))

2. County plans and regulations to limit residential growth, including unit caps, do not apply to ADUs and JADUs.

3. Units previously permitted in the HDR, MDR, LDR, and WSC zoning districts in the North County, Del Monte Forest, and Carmel Area Land Use Plan areas as a "Senior Citizen" unit or a "Caretaker" unit prior to the adoption of these regulations shall be considered an ADU for the purposes of this Section.

4. Units previously permitted by the County as a "Guesthouse" may be converted to an ADU or JADU subject to this Section.

D. Regulations for ADUs and JADUs:

1. All ADUs and JADUs that will connect to a private sewage disposal system or that will obtain their water supply from a private well and/or a water system with two to 199 service connections are subject to review and approval by the County's Environmental Health Bureau to ensure adequate sewage disposal facilities and adequate water supply exist or have been demonstrated feasible to construct to serve the unit. The Director of Environmental Health shall evaluate adequacy of water quality and quantity for ADUs and evaluate adequacy of water quality for JADUs. If either adequate sewage disposal facilities or adequate water supply is not available, an ADU or JADU shall be prohibited.

2. An ADU or JADU may be separately rented, provided such rental is for 31 consecutive calendar days or longer. Rental of an ADU, a JADU, or a portion of an ADU or JADU for 30 consecutive calendar days or fewer is prohibited.

3. ADUs and JADUs shall require a design approval when zoning district is combined with a "D" district. The appropriate authority to take action on design approvals will be the Chief of Planning. Such Design approval decisions are not appealable.

4. For the Protection of Groundwater Resources in the North County Land Use Plan Area, when an ADU or JADU is proposed, water efficiency and conservation standards must be implemented. Before any building permit may be issued for such new construction, the applicant shall submit documentation for review and approval by the Chief of Building Services to demonstrate conformity with the following water efficiency and conservation measures:

a. All structures on that lot must incorporate the following water efficiency and conservation standards:

i. Toilets with a maximum tank size or flush capacity of 1.28 gallons;

ii. Shower heads with a maximum flow capacity of 1.8 gallons per minute;

iii. Bathroom faucets with a maximum flow capacity of 1.2 gallons per minute;

iv. All cloth washers and dish washers shall be Energy Star certified; and

v. Kitchen faucets with a maximum flow capacity of 1.8 gallons per minute shall be installed.

b. Proposed and existing landscaping must consist of either of the following: open space, native vegetative areas, use of drought tolerant native and/or non-invasive landscape plants with preferences given to native plants, and/or pervious or non-pervious hardscapes that do not require a permanent irrigation system. Pervious hardscapes shall be preferred over non-pervious options where feasible. Proposed or existing subsistence gardens such as family gardens, community gardens, or fruit/nut trees must employ water efficiency measures as drip irrigation to the greatest extent feasible.

c. Additional water conservation measures may include one or more of the following, as applicable:

i. Installation of a rainwater catchment system in compliance with Chapter 18.05 of this Code; or

ii. Installation of a greywater system in compliance with Chapter 18.05 of this Code.

E. Regulations for ADUs:

1. Limitation on the number of ADUs:

a. A legal lot with an existing or proposed single-family dwelling is limited to one ADU, regardless of the number of single-family dwellings allowed on that lot.

b. A legal lot with an existing multiple family dwelling is allowed up to eight detached ADUs, provided that the number of detached ADUs does not exceed the number of existing units on the lot. Additionally, ADUs within the existing multiple family dwelling are allowed for up 25 percent of the total number of units in the existing multiple family dwelling. However, any ADU within a multiple family dwelling must be created by conversion of portions of existing multiple family dwelling structures that are not used as livable space including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages.

c. A legal lot with a proposed multiple family dwelling is allowed up to two detached ADUs.

2. Height Limitations:

a. An ADU attached to the main structure shall be subject to the height regulations of the zoning district for the main structure.

b. An ADU detached from the main structure shall be allowed to be up to 16 feet in height on a legal lot with an existing or proposed single-family dwelling, and be allowed up to 18 feet in height if there is an existing or proposed multiple family dwelling. Additional height allowances may be allowed for detached ADUs as follows:

i. If a lot that is within one-half mile walking distance of a major transit stop or high-quality transit corridor, ADUs shall be allowed up to 18 feet in height. For such lots, an additional two feet in height (up to 20 feet) shall be allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the main structure.

ii. Regardless of whether a lot is within one-half mile walking distance of a major transit stop or high-quality transit corridor, increases in height for detached ADUs may be considered with a Coastal Development Permit (ZA) when intended to provide for architectural consistency and compatibility with the main structure.

3. Setbacks:

a. Newly constructed ADUs shall comply with the front setback requirements of the applicable zoning district and shall have a four foot minimum side and rear setbacks.

b. No setback shall be required for ADUs created by converting existing structures to ADUs. Additionally, no setback shall be required for ADUs created by demolishing and reconstructing an existing structure or a portion thereof in the same location and to the same dimensions. ADUs created by converting an existing accessory structure and which include an addition of up to 150 square feet to accommodate ingress and egress shall have setbacks sufficient for fire and safety.

4. Size Limitation:

a. In the Carmel Area Land Use Plan area, North County Land Use Plan, and Del Monte Forest Land Use Plan area newly constructed attached ADUs, newly constructed detached ADUs, and conversions of legally constructed accessory structures built after March 25, 2024, shall not exceed 1,200 square feet.

b. For the protection of coastal resources, in the Big Sur Coast Land Use Plan and any area with "B-8" combining zoning district, newly constructed attached ADUs, newly constructed detached ADUs, and conversions of legally constructed accessory structures built after March 25, 2024, shall not exceed 1,000 square feet.

c. ADUs created through conversion of space in an existing main structure shall not be allowed to exceed 50 percent of the total square footage of the existing main structure.

5. Parking Requirements:

a. On lots within the designated areas shown in the Monterey County Coastal Implementation Plan, Appendix 15, "ADU Parking Required," at least one off-street parking space shall be required for each ADU, and all other off-street parking requirements for other uses onsite shall be met.

b. On lots that are not within the designated areas shown in Monterey County Coastal Implementation Plan, Appendix 15, "ADU Parking Required," no off-street parking spaces shall be required for each ADU, and no replacement parking spaces will be required if a garage, carport, or other covered parking structure is converted or removed to accommodate an ADU.

6. ADUs shall comply with building site coverage and the floor area ratio requirements of the applicable zoning district, and the setback requirements set forth in this Section, except where they would preclude the following:

a. Establishment of a newly constructed ADU of up to 800 square feet with four foot side and rear yard setbacks.

b. Expansion of an existing accessory structure of not more than 150 square feet for the purpose of accommodating ingress and egress.

7. An attached ADU shall not have internal circulation with the main structure.

8. The County may issue a building permit for an ADU prior to issuance of building permit for the primary dwelling.

9. An ADU shall comply with all local building code requirements that apply to detached dwellings, provided, however, that County may approve a delay in enforcement of building standards in accordance with the parameters and procedures set forth in Health and Safety Code section 17980.12, as may be periodically amended, if compliance with the building standard is not necessary to protect health and safety.

10. ADUs are prohibited in the Big Sur Critical Viewshed as they would be inconsistent with the Scenic Resources policies of the Big Sur Coast Land Use Plan and due to their impact on traffic flow and safety.

11. An ADU shall not be sold or otherwise conveyed separate from the primary dwelling unless it meets the criteria of Government Code section 66341, including all the following:

a. The ADU or the primary dwelling was built or developed by a qualified nonprofit corporation.

b. There is an enforceable restriction on the use of the land pursuant to a recorded contract between the qualified buyer and the qualified nonprofit corporation.

c. The property is held pursuant to a recorded tenancy in common agreement.

d. A grant deed naming the grantor, grantee, and describing the property interests being transferred shall be recorded in Monterey County. A Preliminary Change of Ownership Report shall be filed concurrently with this grant deed.

e. If requested by a utility providing service to the primary residence, the ADU has a separate water, sewer, or electrical connection to that utility.

F. Regulations for JADUs:

1. Limitation on the number of JADUs: A legal lot with an existing or proposed single-family dwelling is limited to one JADU, regardless of the number of single-family dwellings allowed on that lot.

2. Height Limitations: JADUs shall be subject to the height regulations of the applicable zoning district for the main structure.

3. Setbacks: JADUs shall comply with the setback requirements of the applicable zoning district for the main structure.

4. Size Limitation: JADUs shall not exceed 500 square feet.

5. Parking Requirements: No off-street parking is required for JADUs.

6. JADUs shall have an efficiency kitchen.

7. JADUs shall have a separate entrance from the main structure.

8. JADUs shall include an interior entry into the main structure if it will share a bathroom with the main structure.

9. Prior to the issuance of building permits for a JADU, the owner shall record a deed restriction which shall run with the land and include both of the following:

a. A prohibition on the sale of the JADU separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.

b. A restriction on the size and attributes of the JADU that conforms with this Section.

10. The owner must reside in either the remaining portion of the structure or the newly created JADU, unless the owner is another governmental agency, land trust, or housing organization.

11. JADUs may share a bathroom and central systems (such as heating, ventilation, air conditioning, water service, power service, wastewater service) with the main structure.

G. Requirement for Coastal Administrative Permit for ADUs and JADUs:

1. ADUs and JADUs may be exempt from a Coastal Administrative Permit or a Coastal Development Permit, if the ADU or JADU is directly attached to an existing residence or is fully within an existing residence, and does not fall under any of the locational exceptions of California Code of Regulations, Title 14, Section 13250, as may be amended.

2. An application for a Coastal Administrative Permit for an ADU or JADU shall be processed in accordance with the requirements of Chapter 20.76 of this Code, except that no public hearing shall be required for Coastal Administrative Permit, and applications shall be processed within 60 calendar days after receiving a completed application. Appeals to Coastal Administrative Permits pursuant to this Section shall be processed pursuant to Chapter 20.86 of this Code.

3. A Coastal Development Permit may be required in addition to a Coastal Administrative Permit if the project includes components that require a Coastal Development Permit pursuant to other requirements of this Code in addition to the ADU and JADU. This Section does not affect the requirements or process for such permits.

SECTION 17. Subsection E of Section 20.64.180 of the Monterey County Code is amended as follows:

E. On-site density for Accessory Dwelling Units, guesthouses, Agricultural Employee Housing, and Employee Housing accessory to an allowed use, shall be determined as follows:

Type of Unit	**North County**	**Big Sur Coast**	**Carmel Area**	**Del Monte Forest**
Accessory Dwelling Units and Junior Accessory Dwelling Units	~~Not Permitted~~ Excluded from density	~~Maximum of 50 in planning areas.~~ Excluded from density~~.~~	Excluded from density~~. 40 acre minimum.~~	Excluded from density~~.~~
Guesthouses	Excluded from density	Excluded from density	Excluded from density	Excluded from density
Employee Housing	Subject to LUPs overall buildout cap	Maximum of 300 in planning area	Permitted per Section 20.146.120.B.3	Not permitted
Agricultural Employee Housing	Based on parcel zoning	Permitted per Section 20.145.14.0.B.4.c.1	Excluded from density	Not permitted

All other residential development, including but not limited to Small Residential Care Facilities and Large Residential Care Facilities, is subject to the density established by the parcel's zoning district, except if provided elsewhere in this C~~c~~hapter.

"Excluded from density" means that the units may be considered in addition to the density allowed by the parcel's zoning classification.

SECTION 18: Subsection G of Section 20.64.180 of the Monterey County Code is amended to read as follows:

G. Buildout Limitations:

1. In North County, a total of two thousand forty-three (2,043) new lots or units may be created from the date of certification of the North County Land Use Plan. Accessory Dwelling units and Junior Accessory Dwelling units do not count towards this number. Also see build-out explanation and further information in Section 20.144.140.B.3.a. Approval of new residential units and lots may not exceed the build-out figure, as per the development standard.

2. In Big Sur, a total of one hundred (100) new residential lots may be created by new subdivisions ~~and fifty (50) new Accessory Dwelling Units may be permitted~~ from the date of certification of the Big Sur Coast Land Use Plan, as provided in Table 1 of the Big Sur Coast Land Use Plan.

3. Where this ~~Ordinance~~ Section establishes a numerical cap on a type of unit in a certain area, the Planning Department shall maintain a running tally of the number of units permitted since certification of the relevant land use plan. Findings for approval shall include the following: "This is the ( ) out of a maximum of ( ) (e.g., ~~Accessory Dwelling Units~~residential lots) to be approved for the ( ) Land Use Plan Area."

SECTION 19. Subsection A of Section 20.70.120 of the Monterey County Code is amended as follows:

A. The maintenance, alteration, or addition to existing single-family dwellings, including the establishment or expansion of ~~non-habitable~~ accessory structures not exceeding one thousand (1,000) square feet and normally associated with residential uses such as garages, decks, workshops, and storage buildings ~~not exceeding one thousand (1,000) square feet~~; however, the following classes of development shall require a permit because they involve a risk of adverse environmental impact:

1. Improvements to a single-family structure on a beach, wetland or seaward of the mean high tide line, in an environmentally sensitive habitat area, in an area designated as highly scenic in a certified land use plan, or within fifty (50) feet of a coastal bluff edge.

2. Any significant alteration of land forms including removal or placement of vegetation on a beach, wetland or sand dune, or within fifty (50) feet of the edge of a coastal bluff, or in an environmentally sensitive habitat area.

3. The expansion or construction of water wells or septic systems.

4. On property located between the sea and the first public road paralleling the sea or within three hundred (300) feet of the inland extent of any beach or of the mean high tide of the sea where there is no beach, whichever is the greater distance, or in significant scenic resources areas~~or in scenic road corridors~~, an improvement that would result in an increase of ten (10) percent or more of internal floor area of an existing structure, the construction of an additional story (including lofts) in an existing structure, and/or any significant non-attached structure such as garages in excess of one thousand (1,000) square feet, fences over six feet in height, shoreline protective works, docks or trees or satellite dishes.

5. In areas determined to have critically short water supply that must be maintained for the protection of coastal resources or public recreational use, the construction of any specified major water using development not essential to residential use including but not limited to swimming pools, or construction or extension of any landscaping irrigation system.

6. Additions or expansions to developments which, by condition of previous permit issued by the County of Monterey or Coastal Commission, which by condition of such permit requires development permits for such addition or expansion.

SECTION 20. Part 6 of the Monterey County Coastal Implementation Plan is hereby amended to add a new Appendix 15 titled Accessory Dwelling Unit Parking Required. This new Appendix 15 is attached here.

SECTION 21. **SEVERABILITY**. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 22. **EFFECTIVE DATE.** This ordinance shall become effective on the thirty-first day following its adoption by the County if certified by the California Coastal Commission or thereafter upon certification by the California Coastal Commission.

PASSED AND ADOPTED on this ____day of _____, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Christopher M. Lopez, Chair
Monterey County Board of Supervisors

ATTEST

VALERIE RALPH
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

KELLY L. DONLON
Chief Assistant County Counsel

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Attachment C

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Before the Board of Supervisors
County of Monterey, State of California

Resolution No.: 25-026
REF240016 – Coastal Zone Updated Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) Regulations.

Resolution of intent of the Monterey County Board of Supervisors to adopt a Monterey County Local Coastal Program amendment to modify policies and regulations for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs), including the Big Sur Coast Land Use Plan, Carmel Area Land Use Plan, North County Land Use Plan and Monterey County Coastal Implementation Plan, Part 1 the coastal Zoning Ordinance (Title 20), Coastal Zoning, and Part 6, Appendices.; certify that the amendments are intended to be carried out in a manner fully in conformity with the California Coastal Act; Direct staff to transmit the proposed amendments to the State of California Housing and Community Development Department, together with materials sufficient for a thorough and complete review and direct staff to transmit the proposed amendments to the California Coastal Commission for certification, together with materials sufficient for a thorough and complete review.

RECITALS

1. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey ("County") may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its residents.

2. Section 30500 of the Public Resources Code requires each County and City to prepare a Local Coastal Program (LCP) for that portion of the coastal zone within its jurisdiction,

and the County has a certified Local Coastal Program, which contains four Land Use Plans, the Monterey County Coastal Implementation Plan, and additional appendices.

3. Pursuant to the Coastal Act, the County may amend the certified LCP, provided the County follows certain procedures. The procedures include that the County's Planning Commission hold a notice public hearing and make a recommendation to the Board of Supervisors; that the Board of Supervisors hold a noticed public hearing, adopt a resolution of intent, and submit the proposed amendment to the California Coastal Commission for certification together with materials sufficient for a thorough and complete review; that the Board of Supervisors take subsequent final action on the amendment after the Coastal Commission acts; and that the Coastal Commission confirms County's action. Accordingly, this amendment will not go into effect until after certification by the California Coastal Commission and subsequent formal adoption by the Board of Supervisors at a duly noticed public hearing, and it will not become operative until the California Coastal Commission's certification is final and effective.

4. Pursuant to Government Code Section 66326 a local agency shall submit a copy of the ordinance adopted pursuant to Section 66314 to the State of California Department of Housing and Community Development (HCD) within 60 days after adoption for review. The department will submit findings to the County as to whether the ordinance complies with State ADU and JADU laws.

5. Pursuant to a new coordination process between California Coastal Commission and HCD regarding LCP amendments implementing State ADU and JADU laws. Draft LCP amendments implementing ADU and JADU law shall be submitted to HCD prior to local adoption and prior to submittal to the California Coastal Commission.

6. Monterey County Coastal Implementation Plan Part 1 the Coastal Zoning Ordinance (Monterey County Code Title 20) and applicable Land Use Plans contain policies and regulations pertaining to ADUs and JADUs.

7. Monterey County Coastal Implementation Plan Part 6 contains additional appendices to the County's Coastal Implementation Plan.

8. Per amendments to Government Code sections 66310 through 66342 adopted by the state legislature, the County desires to amend its existing regulations pertaining to ADUs and enact regulations related to JADUs to conform to all state law requirements.

9. Per Government Code sections 65854 and 65855, on November 13, 2024, the Monterey County Planning Commission conducted a noticed public hearing on the Local Coastal Program amendment and recommended its adoption to the Board of Supervisors.

10. Pursuant to Government Code section 65856, on February 4, 2025, the Monterey County Board of Supervisors conducted a duly noticed public hearing on the proposed Local Coastal Program amendment to modify policies and regulations for Accessory Dwelling

Units (ADUs) and Junior Accessory Dwelling Units (JADUs), including the Big Sur Coast Land Use Plan, Carmel Area Land Use Plan, North County Land Use Plan and Monterey County Coastal Implementation Plan, Part 1 the coastal Zoning Ordinance (Title 20), subject to Coastal Commission certification.

11. The County intends to carry out the amendments in a manner fully in conformity with the Coastal Act (Public Resources Code section 30000 et seq.). The proposed Local Coastal Program amendment is consistent with State Housing Law, in that it incorporates the most recent legislation for ADU and JADU development standards while incorporating appropriate coastal resource and access protection to assure conformance with the Coastal Act. The adopted Local Costal Program amendment is incorporated herein by reference.

12. This amendment is statutorily exempt from the California Environmental Quality Act ("CEQA"), which provides that CEQA does not apply to activities and approvals involving the preparation and adoption of local coastal program amendments (CEQA Guidelines section 15265).

DECISION

NOW, THEREFORE, **BE IT RESOLVED** that the Board of Supervisors does adopt this resolution of Intent to:

a) Adopt a Monterey County Local Coastal Program amendment to modify policies and regulations for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs), including the Big Sur Coast Land Use Plan, Carmel Area Land Use Plan, North County Land Use Plan and Monterey County Coastal Implementation Plan, Part 1 the coastal Zoning Ordinance (Title 20), Coastal Zoning, and Part 6, Appendices;

b) Certify that the amendments are intended to be carried out in a manner fully in conformity with the California Coastal Act; and

c) Direct staff to transmit the proposed amendments to the State of California Housing and Community Development Department, together with materials sufficient for a thorough and complete review.

d) Direct staff to transmit the proposed amendments to the California Coastal Commission for certification, together with materials sufficient for a thorough and complete review.

PASSED AND ADOPTED on this 4th day of February 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Daniels
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 4, 2025.

Dated: March 11, 2025
File ID: 25-049
Agenda Item No.: 11

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

ATTACHMENT 1

DRAFT AMENDMENTS TO CARMEL AREA, BIG SUR COAST AND NORTH COUNTY LAND USE PLANS

Amendments to Carmel Area Land Use Plan

1. Subsection c) is added to subsection 2 of subsection H of Section 4.4.3 is amended to read as follows:

c) Encourage the use of accessory dwelling units and junior accessory dwelling units as an appropriate means of providing affordable housing for caretakers, ranch hands, convalescent help, and domestic employees. Subdivisions shall not be permitted to divide a principal residence from an accessory dwelling unit.

Amendments to Big Sur Coast Land Use Plan

1. The first paragraph of subsection 2 of Section 5.3.1, is amended to read as follows:

Protection of watersheds, streams, plant communities, and scenic values is the primary objective. Principal uses in this category include agriculture/grazing and supporting ranch houses and related ranch buildings. Recreational facilities permitted in the Outdoor Recreation category including rustic inn or lodging units, hostels; forestry, mineral extraction, aquaculture and related facilities; and accessory dwelling units, junior accessory dwelling units, rural residential and employee housing associated with any of these uses are secondary, conditional uses that will be considered on their individual merits. Where on-site dining facilities are allowed for the inn units, they must be limited to that which is needed to serve on-premises overnight guests.

2. Subsection 6 of Section 5.3.1, is amended to read as follows:

Rural residences are considered a principal use on vacant parcels where applicable resource protection policies can be met. Secondary uses appurtenant to rural residences include accessory dwelling units, junior accessory dwelling units, garages, work or storage sheds, and art or craft studios. Accessory dwelling units and junior accessory dwelling units are allowed in this land use category for the purpose of creating long term housing.

3. Section 5.3.3 is amended to read as follows:

The plan permits development on existing vacant or partially developed parcels based on conformance to the standards of the plan. It is estimated that there are 800 such parcels and that approximately 100 new parcels could be created through subdivision. The plan also permits accessory dwelling units and junior accessory dwelling units. Expansion of lodging facilities in the Big Sur Valley, Lucia, Pacific Valley and Gorda is possible to some extent. Up to 50 hostel units can be constructed. Employee housing may also be constructed to serve commercial visitor-serving facilities and State and Forest Service facilities. The inn unit density standards are expected to hold inn development to less than 300 new units.

The policies that follow establish a slope density formula as the determinant of potential residential development. A conversion factor is available in the Watershed and Scenic Conservation land use designation that permits potential residential units to be developed as inn units at the rate of two inn units per residence (up to a maximum of 8 per parcel), thereby establishing potential buildout for this major land use category.

Consequently, long range development of the coast will depend upon the choices made by landowners over time. A strong response to demand for visitor facilities will result in a reduction in residential construction potential. For example, if 100 additional residential units are ultimately approved for development in the Watershed and Scenic Conservation area, this could result in 100 residences. It could also result in 50 residences and 100 inn units, or no residences and 200 inn units, etc. While this is only illustrative, it shows the relationship of visitor-serving facilities and residential development based on the conversion factor. An important condition of the plan is that property can be devoted to either residential or visitor-serving overnight accommodations, or a combination of both, but that density credit cannot be applied for both uses from the same acreage.

The plan is flexible concerning the siting of new development, allowing a range of land use proposals to be made at any particular location. Yet the plan's resource protection standards, and slope and road requirements, are stringent, ultimately causing new development to be sited on the most physically suitable locations and limiting buildout to a level that can be accommodated on those sites that can meet all of the plan's requirements.

Table 1 summarizes the major categories of development according to the locations at which the use could take place and provides standards to guide the density at which campgrounds can be clustered on the site. No limitation is established in the plan for the number of campsites that could be developed.

Accessory dwelling units and Junior accessory dwelling units, consistent with State law, are allowed but must comply with all the resource protection provisions, including but not limited to the Critical Viewshed Policy of this LUP. Accessory dwelling units in the Big Sur Coastal Planning Area shall not exceed 1,000 square feet. Rental of an entire accessory dwelling unit, a junior accessory dwelling unit or portion of an accessory dwelling unit or a junior accessory dwelling unit for less than 90 days shall be prohibited.

4. Subsection c (1) of section 1 of Table 1 of Section 5.3.3 is repealed.

5. Subsection e) and subsection f) of subsection 1 of subsection I of Section 5.4.3 are added to read as follows:

e) Allow existing guesthouse units to be converted to accessory dwelling units and junior accessory dwelling units for long term housing.
f) Allow new accessory dwelling units and junior accessory dwelling units to be permitted for long term housing.

6. Subsection c of subsection 2 of subsection I of Section 5.4.3 is amended to read as follows:

c) Encourage the use of accessory dwelling units and junior accessory dwelling units as an appropriate means of providing affordable housing for caretakers, ranch hands, convalescent help, and domestic employees. Subdivision shall not be permitted to divide a principal residence from an accessory dwelling unit.

Amendments to North County Land Use Plan

1. Subsection c) of subsection 2 of subsection *Low and Moderate Income Housing* of subsection D of Section 4.3.6 is added to read as follows:

c) Encourage the use of accessory dwelling units and junior accessory dwelling units as an appropriate means of providing affordable housing. Subdivisions shall not be permitted to divide a principal residence from an accessory dwelling unit. All such units shall not be considered as part of the residential buildout allowed by this plan.

ATTACHMENT 2

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDING TITLE 20 (COASTAL ZONING) OF THE MONTEREY COUNTY CODE RELATING TO ACCESSORY AND JUNIOR DWELLING UNITS

County Counsel Summary

This ordinance amends the County's zoning regulations for accessory and junior dwelling units in the unincorporated coastal zone of Monterey County. The ordinance updates Section 20.64.030 and other sections of Title 20 of the Monterey County Code to conform to recently enacted state law concerning accessory and junior accessor dwelling units, as well as amending Part 6 of the Monterey County Coastal Implementation Plan to add a new Appendix 15 concerning accessory dwelling unit parking. Such changes include provisions allowed under California Government Code sections 66314 and 66333, including, but not limited to, restrictions on zoning locations, objective standards on parking, height, setback, landscape, and rental restrictions. This ordinance will require certification by the California Coastal Commission because this ordinance would amend the County of Monterey's certified Coastal Implementation Plan.

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. Findings and Declarations.

A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey ("County") may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its residents.

B. Per amendments to California Government Code sections 66310 through 66342 adopted by the state legislature, the County desires to amend its existing regulations pertaining to Accessory Dwelling Units ("ADUs") and enact regulations related to Junior Accessory Dwelling Units ("JADUs") to conform to all state law requirements.

C. ADUs and JADUs have the potential to increase the stock of affordable housing in Monterey County by creating a wider range of smaller and lower cost housing options within unincorporated communities.

D. This ordinance is statutorily exempt from the California Environmental Quality Act ("CEQA"), which provides that CEQA does not apply to activities and approvals involving the preparation and adoption of local coastal program amendments (CEQA Guidelines section 15265).

E. The County intends to carry out the amendments in a manner fully in conformity with the California Coastal Act (Public Resources Code section 30000 *et seq*.).

F. This ordinance amends the Monterey County Coastal Implementation Plan, which is part of the County's Local Coastal Program. Pursuant to the Coastal Act, the County may amend the certified Local Coastal Program provided the County follows certain procedures. The procedures include the following: the County's Planning Commission holds a noticed public hearing and makes a recommendation to the Board of Supervisors on the proposed amendment; the Board of Supervisors holds a noticed public hearing, adopts a resolution of intent, and submits the proposed amendment to the California Coastal Commission for certification together with materials sufficient for a thorough and complete review; the Coastal Commission certifies the amendment; the Board of Supervisors takes subsequent final action on the ordinance after the Coastal Commission acts; and the Coastal Commission confirms the County's action. Accordingly, this ordinance will not go into effect until after the Coastal Commission certifies the amendment and confirms the Board's action.

SECTION 2. Section 20.06.375 of the Monterey County Code is amended to read as follows:

"Accessory Dwelling Unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot as the single-family or multifamily dwelling is or will be situated. An Accessory Dwelling Unit also includes the following: (1) an efficient unit, as defined in Section 17958.1 of the California Health and Safety Code, as may be amended; (2) a manufactured home, as defined in Section 18007 of the Health and Safety Code, as may be amended; and (3) a tiny home, if the tiny home meets the requirements of Section 18007 of the Health and Safety Code, as may be amended.

SECTION 3. Section 20.06.376 is added to the Monterey County Code to read as follows:

"Junior Accessory Dwelling Unit" or "JADU" means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the single-family residence.

SECTION 4. Subsection R of Section 20.10.040 of the Monterey County Code is amended to read as follows:

R. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030;

SECTION 5. Subsection S of Section 20.12.040 of the Monterey County Code is amended to read as follows:

S. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030;

SECTION 6. Subsection W of Section 20.14.040 of the Monterey County Code is amended to read as follows:

W. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030;

SECTION 7. Subsection W of Section 20.16.040 of the Monterey County Code is amended to read as follows:

W. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030;

SECTION 8. Subsections Y and Z are hereby amended and added to Section 20.17.040 of Monterey County Code to read as follows:

Y. Employee Housing providing accommodations for up to six employees;

Z. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 9. Subsection NN of Section 20.17.050 of the Monterey County Code is amended to read as follows:

NN. [Repealed];

SECTION 10. Subsections Z and AA are hereby amended and added to Section 20.18.050 of Monterey County Code to read as follows:

Z. Storage, rental and sale of irrigation equipment;

AA. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 11. Subsection U is hereby added to Section 20.20.050 of Monterey County Code to read as follows:

U. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 12. Subsection G is hereby added to Section 20.22.050 of Monterey County Code to read as follows:

G. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 13. Subsections T and U are hereby amended and added to Section 20.30.040 of Monterey County Code to read as follows:

T. Small Residential Care Facility, subject to the same standards as a single family dwelling;

U. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 14. Subsections U and V are hereby amended and added to Section 20.32.040 of Monterey County Code to read as follows:

U. Small Residential Care Facility, subject to the same standards as a single family dwelling;

V. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 15. Section 20.58.040 of the Monterey County Code is amended to read as follows:

The number of off-street parking spaces shall not be less than:

USE	**PARKING SPACES REQUIRED**
Agricultural Employee Housing	1 space/dwelling unit or 1 space/4 beds
Agricultural Processing Plant	1 space/500 square feet
Amusement Park	1 space/4 occupant
Appliance Repair	1 space/500 square feet
Art Gallery	1 space/500 square feet
Auditorium	1 space/4 seat. If no fixed seating, 1 space/35 square feet
Automobile Repair	1 space/500 square feet of floor area
Automobile Sales	1 space/500 square feet of floor area plus 1 space/2,000 square feet outdoor sales, display or storage area
Automobile Services Station	1 space/500 square feet floor area
Bank	1 space/200 square feet

Bar, Lounge, Night Club	1 space/3 seats
Cocktail Lounge	Where seating is not fixed, 1 space 50 square feet
Barber Shop, Beauty Parlor	2 spaces/chair
Baseball Park	1 space/4 seats
Bed and Breakfast Facility	1 space/unit
Billiard Hall	2 spaces/table
Bowling alley	5 spaces/lane
Building Materials	1 space/500 square feet floor area plus 1 space/2000 square feet outdoor use area
Bus Depot	1 space/20 square feet waiting area plus 1 space/300 square feet office area
Cabinet Shop	1 space/500 square feet
Children's Home, Orphanage	1 space/4 seats. If no fixed seating, 1 space/35 square feet
Church	1 space/4 seat. If no fixed seating, 1 space/35 square feet
Cleaners	2 space plus spaces/1,000 square feet
Community Center	1 space/4 seats. If no fixed seating, 1 spaces/35 square feet
Contractor's Yard	1 space/3,000 square feet lot area
Convalescent Home, Nursing Home, Rest Home, Home for the Aged	1 space/3 beds
Convention Center, Meeting Hall, Exhibit Facility	1 space/4 seats or 1 space/50 square feet
Dance Hall	1 space/50 square feet
Dental Clinic/Office	1 space/200 square feet
Driving Range	1 space/tee
Equipment Rental	1 space/500 square feet floor area plus 1 space/2,000 square feet outdoor use area
Family Day Care Facility	1 space/employed plus 1 space/10 children

Farm Equipment and Supplies	1 space/500 square feet floor area plus 1 space/2,000 square feet outdoor use area
Flea Market/Open Air Sales	1 space/200 square feet sales area
Freight Terminals	2 spaces/loading bay plus 1 space/250 square feet office space
Funeral Home, Mortuary	1 space/4 seats. If no fixed seating, 1 space/356 square feet
Golf Course	4 space/hole
Guesthouse	1 space/unit
Gymnasium, Spa, Health Studio	1 space/50 square feet
Heating, Air Conditioning, Electrical Shop	1 space/500 square feet
Homeless Shelter	1 space/employee and 1 space/6 beds or portion thereof
Hospital	12 spaces/bed
Hotel	1 space/unit plus 2 spaces/3 employees on largest shift plus other applicable requirement (i.e. restaurant, lounge, etc.)
Industrial Office	1 space/300 square feet
Laboratory	1 space/250 square feet
Laundromat	1 space/2 machines
Library	1 space/200 square feet
Manufacturing	1 space/500 square feet
Marina	3 spaces/4 boat slips
Medical Clinic/Office	1 space/200 square feet
Miniature Golf	2 spaces/hole
Mini-Storage	2 spaces for manager plus 2 customer spaces
Motel	2 spaces for manager plus 1 space/unit
Museum	1 space/200 square feet
Nursery	1 space/2,000 square feet

Office	1 space/250 square feet
Open Air Sales	1 space/200 square feet sales area
Photography Studio	1 space/400 square feet
Post Office	5 spaces/services window plus 1 space/500 square feet of non-customer area
Printer, Copying, Reproduction	1 space/400 square feet
Race Track	1 space/4 seats
Recreational Enterprises	1 space/4 occupants capacity
Recreational Vehicle *Park*	1 standard vehicle space/1 R.V. space
Residential	
Accessory dwelling unit	See Section 20.64.030 of this Title and Appendix 15 of the Monterey County Coastal Implementation Plan
Junior accessory dwelling unit	No parking space required
Single-Family Detached	2 spaces/unit
Duplex	2 spaces/unit
Triplex	2 spaces/unit
Multiple-Family Residential, Apartments, Townhouses, Condominiums, Cluster Homes	1 space/studio unit 1.5 spaces/1 bedroom unit 2 spaces/2 bedroom unit 2.2 spaces/3 or more bedroom unit. In addition, 1 guest parking space shall be provided for every 4 units
Boarding House, Rooming	1 space/guest room
House, Organizational	1 space/100 square feet of guest room
Large Residential Care Facility	1 space/employee plus 2 additional spaces
Small Residential Care Facility	1 space/employee plus 2 additional spaces
Single Room Occupancy Facility	.5 spaces/unit (Within 2,000 feet of Public Transit)
Single Room Occupancy Facility	1 space/unit (Not within 2,000 feet of Public Transit)
Handicapped Housing	1 space/2 units plus 1 guest space/8 units

Mobile Home Park	2 spaces/unit plus 1 guest parking space/4 units
Restaurant	1 space/4 seats. Where seating is not fixed, 1 space/50 square feet of seating, waiting, or cocktail lounge area
Restaurant, Drive-In	1 space/3 seats enclosed plus 3 and Drive-Through spaces/services window and 3 employee spaces
Retail, General	1 space/250 square feet
Retail, Large Item	1 space/500 square feet (i.e. Appliance Stores)
Savings and Loan	1 space/200 square feet
Schools:	
Pre-School, Day Care	1 space/employee plus 1 space/10 children
Kindergarten through Grade Nine	2 spaces/classroom plus 1 space/50 square feet in the Auditorium
High School	2 spaces/classroom plus 1 space/5 students
College, University	1 space/employee plus 1 space/3 students
Trade School, Vocational School, Business School, Professional School, Art Academy, Craft School, Music School, Dancing School	1 space/employee plus 1 space/3 students
Shopping Center	1 space/250 square feet
Skating Rink	1 space/250 square feet
Social Care Facility	1 space/3 beds plus
Sanitarium, Welfare Institution, Asylum	1 space/employee on the largest shift
Social Club	1 space/50 square feet
Stable, Public	1 space/3 horses
Stadium, Sports Area	1 space/4 seats
Swimming Pool	1 space/100 square feet pool area
Tennis Court, Racquetball Courts	2 spaces/court

Theater	1 space/3 seats
Veterinary Hospital	1 space/250 square feet
Warehouse	1 space/500 square feet

SECTION 16. Section 20.64.030 of the Monterey County Code is hereby repealed and replaced in its entirety to read as follows:

20.64.030 - Regulations for Accessory Dwelling Units and Junior Accessory Dwelling Units.

A. Purpose: The purpose of this Section is to establish the regulations, standards and circumstances under which Accessory Dwelling Units also known as ADUs, and Junior Accessory Dwelling Units also known as JADUs may be allowed and to establish a means for creating additional affordable housing in Monterey County.

B. Definitions: Unless otherwise expressly stated, whenever used in this Section, the following terms shall have the meanings set forth below:

1. "Efficiency Kitchen" means a kitchen that includes each of the following: (a) a cooking facility with appliances; (b) a food preparation counter; and (c) food storage cabinets that are of reasonable size in relation to the size of the dwelling unit.

2. "High-quality transit corridor" means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.

3. "Major transit stop" means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

4. "Housing Organization" means a trade or industry group whose local members are primarily engaged in the construction or management of housing units or a nonprofit organization whose mission includes providing or advocating for increased access to housing for low-income households and have filed written or oral comments with the local agency prior to action on the housing development project.

C. Applicability:

1. This Section is applicable in all zoning districts which allow Single Family or Multiple Family Dwellings or both Single and Multiple Family Dwellings, subject to the requirements of this Section, as follows:

a. High Density Residential (HDR(CZ))

b. Medium Density Residential (MDR(CZ))
c. Low Density Residential (LDR(CZ))
d. Rural Density Residential (RDR(CZ))
e. Watershed and Scenic Conservation (WSC(CZ))
f. Coastal General Commercial (CGC(CZ))
g. Moss Landing Commercial (MLC(CZ))
h. Visitor-Serving Commercial (VSC(CZ))
i. Coastal Agricultural Preserve (CAP(CZ))
j. Agricultural Conservation (AC(CZ))

2. County plans and regulations to limit residential growth, including unit caps, do not apply to ADUs and JADUs.

3. Units previously permitted in the HDR, MDR, LDR, and WSC zoning districts in the North County, Del Monte Forest, and Carmel Area Land Use Plan areas as a "Senior Citizen" unit or a "Caretaker" unit prior to the adoption of these regulations shall be considered an ADU for the purposes of this Section.

4. Units previously permitted by the County as a "Guesthouse" may be converted to an ADU or JADU subject to this Section.

D. Regulations for ADUs and JADUs:

1. All ADUs and JADUs that will connect to a private sewage disposal system or that will obtain their water supply from a private well and/or a water system with two to 199 service connections are subject to review and approval by the County's Environmental Health Bureau to ensure adequate sewage disposal facilities and adequate water supply exist or have been demonstrated feasible to construct to serve the unit. The Director of Environmental Health shall evaluate adequacy of water quality and quantity for ADUs and evaluate adequacy of water quality for JADUs. If either adequate sewage disposal facilities or adequate water supply is not available, an ADU or JADU shall be prohibited.

2. An ADU or JADU may be separately rented, provided such rental is for 31 consecutive calendar days or longer. Rental of an ADU, a JADU, or a portion of an ADU or JADU for 30 consecutive calendar days or fewer is prohibited.

3. ADUs and JADUs shall require a design approval when zoning district is combined with a "D" district. The appropriate authority to take action on design approvals will be the Chief of Planning. Such Design approval decisions are not appealable.

4. For the Protection of Groundwater Resources in the North County Land Use Plan Area, when an ADU or JADU is proposed, water efficiency and conservation standards must be implemented. Before any building permit may be issued for such new construction, the applicant

shall submit documentation for review and approval by the Chief of Building Services to demonstrate conformity with the following water efficiency and conservation measures:

a. All structures on that lot must incorporate the following water efficiency and conservation standards:

i. Toilets with a maximum tank size or flush capacity of 1.28 gallons;

ii. Shower heads with a maximum flow capacity of 1.8 gallons per minute;

iii. Bathroom faucets with a maximum flow capacity of 1.2 gallons per minute;

iv. All cloth washers and dish washers shall be Energy Star certified; and

v. Kitchen faucets with a maximum flow capacity of 1.8 gallons per minute shall be installed.

b. Proposed and existing landscaping must consist of either of the following: open space, native vegetative areas, use of drought tolerant native and/or non-invasive landscape plants with preferences given to native plants, and/or pervious or non-pervious hardscapes that do not require a permanent irrigation system. Pervious hardscapes shall be preferred over non-pervious options where feasible. Proposed or existing subsistence gardens such as family gardens, community gardens, or fruit/nut trees must employ water efficiency measures as drip irrigation to the greatest extent feasible.

c. Additional water conservation measures may include one or more of the following, as applicable:

i. Installation of a rainwater catchment system in compliance with Chapter 18.05 of this Code; or

ii. Installation of a greywater system in compliance with Chapter 18.05 of this Code.

E. Regulations for ADUs:

1. Limitation on the number of ADUs:

a. A legal lot with an existing or proposed single-family dwelling is limited to one ADU, regardless of the number of single-family dwellings allowed on that lot.

b. A legal lot with an existing multiple family dwelling is allowed at least one ADU within the multiple family dwelling and be allowed up 25 percent of the existing multiple family dwelling units. However, any ADU within a multiple family dwelling must be created by conversion of existing non-livable space including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages.

c. A legal lot with an existing or proposed multiple family dwelling is allowed up to two detached ADUs.

2. Height Limitations:

a. An ADU attached to the main structure shall be subject to the height regulations of the zoning district for the main structure.

b. An ADU detached from the main structure shall be allowed to be up to 16 feet in height on a legal lot with an existing or proposed single-family dwelling, and be allowed up to 18 feet in height if there is an existing or proposed multiple family dwelling. Additional height allowances may be allowed for detached ADUs as follows:

i. If a lot that is within one-half mile walking distance of a major transit stop or high-quality transit corridor, ADUs shall be allowed up to 18 feet in height. For such lots, an additional two feet in height (up to 20 feet) shall be allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the main structure.

ii. Regardless of whether a lot is within one-half mile walking distance of a major transit stop or high-quality transit corridor, increases in height for detached ADUs may be considered with a Coastal Development Permit (ZA) when intended to provide for architectural consistency and compatibility with the main structure.

3. Setbacks:

a. Newly constructed ADUs shall comply with the front setback requirements of the applicable zoning district and shall have a four foot minimum side and rear setbacks.

b. No setback shall be required for ADUs created by converting existing structures to ADUs. Additionally, no setback shall be required for ADUs created by demolishing and reconstructing an existing structure or a portion thereof in the same location and to the same dimensions. ADUs created by converting an existing accessory structure and which include an addition of up to 150 square feet to accommodate ingress and egress shall have setbacks sufficient for fire and safety.

4. Size Limitation:

a. In the Carmel Area Land Use Plan area, North County Land Use Plan, and Del Monte Forest Land Use Plan area newly constructed attached ADUs, newly constructed detached ADUs, and conversions of legally constructed accessory structures built after March 25, 2024, shall not exceed 1,200 square feet.

b. For the protection of coastal resources, in the Big Sur Coast Land Use Plan and any area with "B-8" combining zoning district, newly constructed attached ADUs, newly constructed detached ADUs, and conversions of legally constructed accessory structures built after March 25, 2024, shall not exceed 1,000 square feet.

c. ADUs created through conversion of space in an existing main structure shall not be allowed to exceed 50 percent of the total square footage of the existing main structure.

5. Parking Requirements:

a. On lots within the designated areas shown in the Monterey County Coastal Implementation Plan, Appendix 15, "ADU Parking Required," at least one off-street parking space shall be required for each ADU, and all other off-street parking requirements for other uses onsite shall be met.

b. On lots that are not within the designated areas shown in Monterey County Coastal Implementation Plan, Appendix 15, "ADU Parking Required," no off-street parking spaces shall be required for each ADU, and no replacement parking spaces will be required if a garage, carport, or other covered parking structure is converted or removed to accommodate an ADU.

6. ADUs shall comply with building site coverage and the floor area ratio requirements of the applicable zoning district, and the setback requirements set forth in this Section, except where they would preclude the following:

a. Establishment of a newly constructed ADU of up to 800 square feet with four foot side and rear yard setbacks.

b. Expansion of an existing accessory structure of not more than 150 square feet for the purpose of accommodating ingress and egress.

7. An attached ADU shall not have internal circulation with the main structure.

8. The County may issue a building permit for an ADU prior to issuance of building permit for the primary dwelling.

9. An ADU shall comply with all local building code requirements that apply to detached dwellings, provided, however, that County may approve a delay in enforcement of building standards in accordance with the parameters and procedures set forth in Health and Safety Code section 17980.12, as may be periodically amended, if compliance with the building standard is not necessary to protect health and safety.

10. ADUs are prohibited in the Big Sur Critical Viewshed as they would be inconsistent with the Scenic Resources policies of the Big Sur Coast Land Use Plan and due to their impact on traffic flow and safety.

11. An ADU shall not be sold or otherwise conveyed separate from the primary dwelling unless it meets the criteria of Government Code section 66341, including all the following:

a. The ADU or the primary dwelling was built or developed by a qualified nonprofit corporation.

b. There is an enforceable restriction on the use of the land pursuant to a recorded contract between the qualified buyer and the qualified nonprofit corporation.

c. The property is held pursuant to a recorded tenancy in common agreement.

d. A grant deed naming the grantor, grantee, and describing the property interests being transferred shall be recorded in Monterey County. A Preliminary Change of Ownership Report shall be filed concurrently with this grant deed.

e. If requested by a utility providing service to the primary residence, the ADU has a separate water, sewer, or electrical connection to that utility.

F. Regulations for JADUs:

1. Limitation on the number of JADUs: A legal lot with an existing or proposed single-family dwelling is limited to one JADU, regardless of the number of single-family dwellings allowed on that lot.

2. Height Limitations: JADUs shall be subject to the height regulations of the applicable zoning district for the main structure.

3. Setbacks: JADUs shall comply with the setback requirements of the applicable zoning district for the main structure.

4. Size Limitation: JADUs shall not exceed 500 square feet.

5. Parking Requirements: No off-street parking is required for JADUs.

6. JADUs shall have an efficiency kitchen.

7. JADUs shall have a separate entrance from the main structure.

8. JADUs shall include an interior entry into the main structure if it will share a bathroom with the main structure.

9. Prior to the issuance of building permits for a JADU, the owner shall record a deed restriction which shall run with the land and include both of the following:

a. A prohibition on the sale of the JADU separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.

b. A restriction on the size and attributes of the JADU that conforms with this Section.

10. The owner must reside in either the remaining portion of the structure or the newly created JADU, unless the owner is another governmental agency, land trust, or housing organization.

11. JADUs may share a bathroom and central systems (such as heating, ventilation, air conditioning, water service, power service, wastewater service) with the main structure.

G. Requirement for Coastal Administrative Permit for ADUs and JADUs:

1. ADUs and JADUs may be exempt from a Coastal Administrative Permit or a Coastal Development Permit, if the ADU or JADU is directly attached to an existing residence or is fully within an existing residence, and does not fall under any of the locational exceptions of California Code of Regulations, Title 14, Section 13250, as may be amended.

2. An application for a Coastal Administrative Permit for an ADU or JADU shall be processed in accordance with the requirements of Chapter 20.76 of this Code, except that no public hearing shall be required for Coastal Administrative Permit, and applications shall be processed within 60 calendar days after receiving a completed application. Appeals to Coastal Administrative Permits pursuant to this Section shall be processed pursuant to Chapter 20.86 of this Code.

3. A Coastal Development Permit may be required in addition to a Coastal Administrative Permit if the project includes components that require a Coastal Development Permit pursuant to other requirements of this Code in addition to the ADU and JADU. This Section does not affect the requirements or process for such permits.

SECTION 17. Subsection E of Section 20.64.180 of the Monterey County Code is amended as follows:

E. On-site density for Accessory Dwelling Units, guesthouses, Agricultural Employee Housing, and Employee Housing accessory to an allowed use, shall be determined as follows:

Type of Unit	**North County**	**Big Sur Coast**	**Carmel Area**	**Del Monte Forest**
Accessory Dwelling Units and Junior Accessory Dwelling Units	Excluded from density	Excluded from density	Excluded from density	Excluded from density
Guesthouses	Excluded from density	Excluded from density	Excluded from density	Excluded from density
Employee Housing	Subject to LUPs overall buildout cap	Maximum of 300 in planning area	Permitted per Section 20.146.120.B.3	Not permitted
Agricultural Employee Housing	Based on parcel zoning	Permitted per Section 20.145.14.0.B.4.c.1	Excluded from density	Not permitted

All other residential development, including but not limited to Small Residential Care Facilities and Large Residential Care Facilities, is subject to the density established by the parcel's zoning district, except if provided elsewhere in this Chapter.

"Excluded from density" means that the units may be considered in addition to the density allowed by the parcel's zoning classification.

SECTION 18: Subsection G of Section 20.64.180 of the Monterey County Code is amended to read as follows:

G. Buildout Limitations:

1. In North County, a total of two thousand forty-three (2,043) new lots or units may be created from the date of certification of the North County Land Use Plan. Accessory Dwelling units and Junior Accessory Dwelling units do not count towards this number. Also see build-out explanation and further information in Section 20.144.140.B.3.a. Approval of new residential units and lots may not exceed the build-out figure, as per the development standard.

2. In Big Sur, a total of one hundred (100) new residential lots may be created by new subdivisions from the date of certification of the Big Sur Coast Land Use Plan, as provided in Table 1 of the Big Sur Coast Land Use Plan.

3. Where this Section establishes a numerical cap on a type of unit in a certain area, the Planning Department shall maintain a running tally of the number of units permitted since certification of the relevant land use plan. Findings for approval shall include the following: "This is the ( ) out of a maximum of ( ) (e.g., residential lots) to be approved for the ( ) Land Use Plan Area."

SECTION 19. Subsection A of Section 20.70.120 of the Monterey County Code is amended as follows:

A. The maintenance, alteration, or addition to existing single-family dwellings, including the establishment or expansion of accessory structures not exceeding one thousand (1,000) square feet and normally associated with residential uses such as garages, decks, workshops, and storage buildings; however, the following classes of development shall require a permit because they involve a risk of adverse environmental impact:

1. Improvements to a single-family structure on a beach, wetland or seaward of the mean high tide line, in an environmentally sensitive habitat area, in an area designated as highly scenic in a certified land use plan, or within fifty (50) feet of a coastal bluff edge.

2. Any significant alteration of land forms including removal or placement of vegetation on a beach, wetland or sand dune, or within fifty (50) feet of the edge of a coastal bluff, or in an environmentally sensitive habitat area.

3. The expansion or construction of water wells or septic systems.

4. On property located between the sea and the first public road paralleling the sea or within three hundred (300) feet of the inland extent of any beach or of the mean high tide of the sea where there is no beach, whichever is the greater distance, or in significant scenic resources areas, an improvement that would result in an increase of ten (10) percent or more of internal floor area of an existing structure, the construction of an additional story (including lofts) in an existing structure, and/or any significant non-attached structure such as garages in excess of one thousand (1,000) square feet, fences over six feet in height, shoreline protective works, docks or trees or satellite dishes.

5. In areas determined to have critically short water supply that must be maintained for the protection of coastal resources or public recreational use, the construction of any specified major water using development not essential to residential use including but not limited to swimming pools, or construction or extension of any landscaping irrigation system.

6. Additions or expansions to developments which, by condition of previous permit issued by the County of Monterey or Coastal Commission, which by condition of such permit requires development permits for such addition or expansion.

SECTION 20. Part 6 of the Monterey County Coastal Implementation Plan is hereby amended to add a new Appendix 15 titled Accessory Dwelling Unit Parking Required. This new Appendix 15 is attached here.

SECTION 21. **SEVERABILITY**. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 22. **EFFECTIVE DATE.** This ordinance shall become effective on the thirty-first day following its adoption by the County if certified by the California Coastal Commission or thereafter upon certification by the California Coastal Commission.

PASSED AND ADOPTED on this ____ day of _____, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher M. Lopez, Chair
Monterey County Board of Supervisors

ATTEST

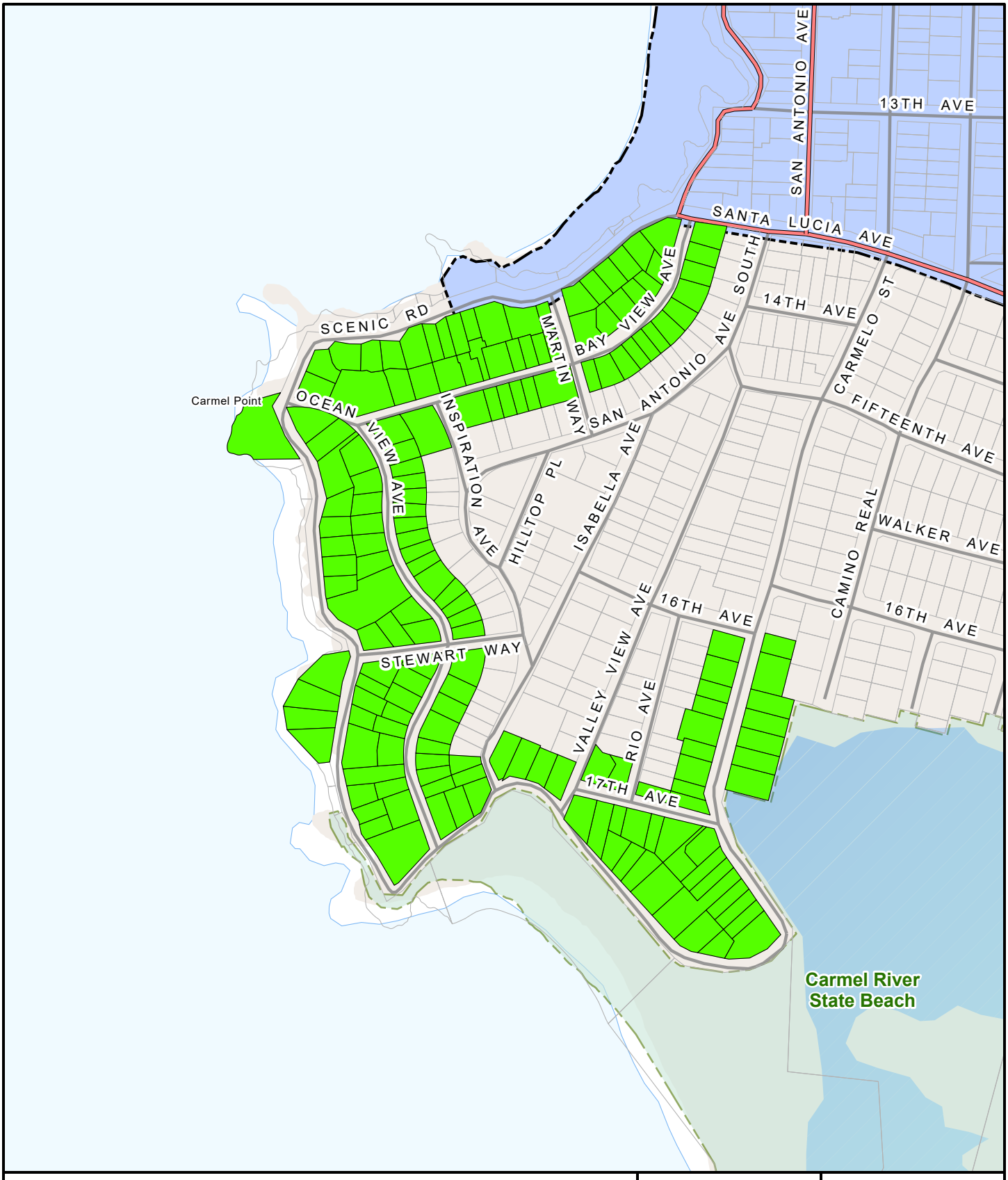
VALERIE RALPH
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

Kelly L. Donlon

KELLY L. DONLON
Chief Assistant County Counsel



Appendix 15 - Parcels Subject to ADU Parking Requirements

Legend

- Requires Parking
- Parcels
- Major Roads
- City Limits

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Feet

Attachment D

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Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No.

Resolution of the Monterey County Board of Supervisors to amend the Big Sur Coast, Carmel Area, and North County Land Use Plans of the Monterey County Local Coastal Program to update policies and regulations for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs).	)))))))

An amendment to the Big Sur Coast, Carmel Area, and North County Land Use Plans came on for public hearing before the Monterey County Board of Supervisors on **November 18, 2025**. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Monterey County Board of Supervisors hereby finds and decides as follows:

I. RECITALS

1. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey ("County") may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its residents.

2. Section 30500 of the Public Resources Code requires each county and city to prepare a Local Coastal Program for that portion of the coastal zone within its jurisdiction, and the County has a certified Local Coastal Program, which contains four Land Use Plans, the Monterey County Coastal Implementation Plan, and additional appendices.

3. Accessory Dwelling Units ("ADUs") and Junior Accessory Dwelling Units ("JADUs") have the potential to increase the stock of affordable housing in Monterey County by creating a wider range of smaller and lower cost housing options within unincorporated communities.

4. Per amendments to Government Code sections 66310 through 66342 adopted by the state legislature, the County desires to amend its existing regulations pertaining to ADUs and enact regulations related to JADUs to conform to all state law requirements.

5. The proposed LCP amendments eliminate outdated requirements for ADU and JADU development in coastal unincorporated areas and incorporate new policies to encourage long-term housing opportunities while protecting coastal resources, consistent with the Coastal Act.

6. The Monterey County Local Coastal Program ("LCP") includes four Land Use Plans: the North County Land Use Plan, Big Sur Coast Land Use Plan, Carmel Area Land Use Plan, and Del Monte Forest Land Use Plan. Three of the four Land Use Plans are amended as described in Exhibit 1. The amendments update policy language to reflect current State Planning and Zoning Law regarding ADUs and JADUs, including adding language to encourage the use of ADUs and JADUs as an appropriate means of providing affordable and workforce housing. The amendments also add area-specific policies such as establishing a 1,000-square-foot maximum size and a 90-day minimum rental duration for ADUs in the Big Sur Coast Land Use Plan; removing the 40-acre minimum lot size and

preference for attached ADUs in the Carmel Area Land Use Plan; and adding ADUs and JADUs as allowed uses in the North County Land Use Plan. These amendments are necessary to ensure consistency between the Land Use Plans and allow for the implementation of proposed amendments to the Coastal Implementation Plans as part of a separate ordinance.

7. Pursuant to Public Resources Code sections 30000 *et seq*., and Title 20 of the Monterey County Code, the County may amend the certified Local Coastal Program, provided the County follows certain procedures. The procedures include: the County's Planning Commission hold a noticed public hearing and make a recommendation to the Board of Supervisors; the Board of Supervisors hold a noticed public hearing, adopt a resolution of intent, and submit the proposed amendment to the California Coastal Commission for certification together with materials sufficient for a thorough and complete review; the Board of Supervisors take subsequent final action on the ordinance and/or resolution after the Coastal Commission acts; and the Coastal Commission confirm the County's action. The procedures have been followed for the proposed amendment to the Local Coastal Program and upon confirmation by the Coastal Commission the amendment will take effect.

8. On August 14, 2024, the Monterey County Planning Commission conducted a duly noticed public hearing to continue the hearing regarding the proposed ADU and JADU regulation updates to a date certain of September 25, 2024. At least 10 days before the first public hearing date, notices of the hearing before the Planning Commission were published in the Monterey County Weekly.

9. On September 25, 2024, the Monterey County Planning Commission conducted a duly noticed public hearing to consider and make recommendation to the Board of Supervisors regarding the proposed ADU and JADU regulation updates. At least 10 days before the first public hearing date, notices of the hearing before the Planning Commission were published in the Monterey County Weekly. The planning commission recommend a continuance of the hearing to a date certain of November 13, 2024.

10. On November 13, 2024, the Planning Commission held a public hearing and unanimously recommended that the Board of Supervisors adopt a resolution of intent to amend the Local Coastal Program to update policies and regulations for ADUs and JADUs.

11. On February 4, 2025, the Board of Supervisors adopted Resolution No. 25-016, a Resolution of Intent to amend the Local Coastal Program to update policies and regulations for ADUs and JADUs, including the Big Sur Coast, Carmel Area, and North County Land Use Plans, and the Coastal Implementation Plan (Part 1 and Part 6). Following adoption, the County transmitted the proposed amendments to the California Coastal Commission subject to Coastal Commission procedures. At least 10 days before the first public hearing date, notices of the hearing before the Board of Supervisors were published in the Monterey County Weekly.

12. On October 10, 2025, the California Coastal Commission approved and certified the Monterey County Local Coastal Program Amendment LCP-3-MCO-25-0034-1-Part A (Accessory Dwelling Units) as submitted by the County.

13. Pursuant to state regulations and pursuant to Appendix 13 of the Monterey County Local Coastal Program, in order for the LCP amendments to take effect, the Board must acknowledge receipt of the Coastal Commission certification of the amendments, formally

adopt the certified amendments, and transmit the amendments back to the California Coastal Commission for confirmation.

14. This amendment is intended to be carried out in a manner fully in conformity with the California Coastal Act.

15. The proposed amended Land Use Plan texts of the Certified Monterey County Local Costal Program, in both redline and clean format, are attached hereto as Exhibit 1, and incorporated herein by reference.

16. This amendment is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15265, which exempts local government activities and approvals involving the preparation and adoption of LCP amendments.

17. On November 18, 2025, the Board of Supervisors held a duly noticed public hearing to consider the proposed amendments to the LCP. At least 10 days before the hearing date, a notice of the hearing before the Board of Supervisors was published in the Monterey County Weekly.

II. DECISION

NOW, THEREFORE, BASED ON ALL OF THE ABOVE FINDINGS, BE IT RESOLVED, that the Board of Supervisors does hereby:

a. Amend the text to the Big Sur Coast, Carmel Area and North County Land Use Plans as certified by the California Coastal Commission to update policies and regulations for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs).

PASSED AND ADOPTED on this ___ day of November, by roll call vote:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Vicente Ramirez, Deputy

Exhibit 1

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DRAFT AMENDMENTS TO CARMEL AREA, BIG SUR COAST AND NORTH COUNTY LAND USE PLANS

(Proposed amendments shown in strikethrough and underline)

Amendments to Carmel Area Land Use Plan

1. Subsection c) is added to subsection 2 of subsection H of section 4.4.3 is amended to read as follows:

c) Encourage the use of accessory dwelling units and junior accessory dwelling units as an appropriate means of providing affordable housing for caretakers, ranch hands, convalescent help, and domestic employees. ~~It is preferred that these accommodations be attached to the principal residence. Detached accessory dwelling units shall not exceed 1,200 square feet in size and shall be limited to parcels of 40 acres or greater.~~ Subdivisions shall not be permitted to divide a principal residence from an accessory dwelling unit. ~~Additional employee housing is permitted for priority uses (i.e. ranching) in one dormitory/bunkhouse or in temporary structures (i.e. mobile homes) consistent with all other plan policies. Only one accessory dwelling unit shall be allowed on a parcel.~~

Amendments to Big Sur Coast Land Use Plan

1. The first paragraph of subsection 2 of section 5.3.1, is amended to read as follows:

Protection of watersheds, streams, plant communities, and scenic values is the primary objective. Principal uses in this category include agriculture/grazing and supporting ranch houses and related ranch buildings. Recreational facilities permitted in the Outdoor Recreation category including rustic inn or lodging units, hostels; forestry, mineral extraction, aquaculture and related facilities; and accessory dwelling units, junior accessory dwelling units, rural residential and employee housing associated with any of these uses are secondary, conditional uses that will be considered on their individual merits. Where on-site dining facilities are allowed for the inn units, they must be limited to that which is needed to serve on-premises overnight guests.

2. Subsection 6 of section 5.3.1, is amended to read as follows:

Rural residences are considered a principal use on vacant parcels where applicable resource protection policies can be met. Secondary uses appurtenant to rural residences include accessory dwelling units, junior accessory dwelling units, garages, work or storage sheds,

and art or craft studios. Accessory dwelling units and junior accessory dwelling units are allowed in this land use category for the purpose of creating long term housing.

3. Section 5.3.3 is amended to read as follows:

The plan permits development on existing vacant or partially developed parcels based on conformance to the standards of the plan. It is estimated that there are 800 such parcels and that approximately 100 new parcels could be created through subdivision. The plan also permits ~~up to 50~~ accessory dwelling units and junior accessory dwelling units. Expansion of lodging facilities in the Big Sur Valley, Lucia, Pacific Valley and Gorda is possible to some extent. Up to 50 hostel units can be constructed. Employee housing may also be constructed to serve commercial visitor-serving facilities and State and Forest Service facilities. The inn unit density standards are expected to hold inn development to less than 300 new units.

The policies that follow establish a slope density formula as the determinant of potential residential development. A conversion factor is available in the Watershed and Scenic Conservation land use designation that permits potential residential units to be developed as inn units at the rate of two inn units per residence (up to a maximum of 8 per parcel), thereby establishing potential buildout for this major land use category.

Consequently, long range development of the coast will depend upon the choices made by landowners over time. A strong response to demand for visitor facilities will result in a reduction in residential construction potential. For example, if 100 additional residential units are ultimately approved for development in the Watershed and Scenic Conservation area, this could result in 100 residences. It could also result in 50 residences and 100 inn units, or no residences and 200 inn units, etc. While this is only illustrative, it shows the relationship of visitor-serving facilities and residential development based on the conversion factor. An important condition of the plan is that property can be devoted to either residential or visitor-serving overnight accommodations, or a combination of both, but that density credit cannot be applied for both uses from the same acreage.

The plan is flexible concerning the siting of new development, allowing a range of land use proposals to be made at any particular location. Yet the plan's resource protection standards, and slope and road requirements, are stringent, ultimately causing new development to be sited on the most physically suitable locations and limiting buildout to a level that can be accommodated on those sites that can meet all of the plan's requirements.

Table 1 summarizes the major categories of development according to the locations at which the use could take place and provides standards to guide the density at which campgrounds can be clustered on the site. No limitation is established in the plan for the number of campsites that could be developed.

Accessory dwelling units, consistent with State law, are allowed but must comply with all the resource protection provisions, including but not limited to the Critical Viewshed Policy of this LUP. Accessory dwelling units in the Big Sur Coastal Planning Area shall not exceed 1,000 square feet. Rental of an entire accessory dwelling unit or portion of an accessory dwelling unit for less than 90 days shall be prohibited.

4. Subsection c (1) of section 1 of Table 1 is repealed.

5. Subsection e) and subsection f) of subsection 1 of subsection I of section 5.4.3 are added to read as follows:

e) Allow existing guesthouse units to be converted to accessory dwelling units and junior accessory dwelling units for long term housing.

f) Allow new accessory dwelling units and junior accessory dwelling units to be permitted for long term housing.

6. Subsection c of subsection 2 of subsection I of section 5.4.3 is amended to read as follows:

c) Encourage the use of accessory dwelling units and junior accessory dwelling units as an appropriate means of providing affordable housing for caretakers, ranch hands, convalescent help, and domestic employees. ~~Detached accessory dwelling units shall not exceed 1,200 square feet in size.~~ Subdivision shall not be permitted to divide a principal residence from an accessory dwelling unit~~s~~. ~~Only one accessory dwelling unit shall be allowed on the parcel. All such units shall be considered as a part of the residential buildout allowed by this plan.~~

~~A total of 50 such units may be allowed in the area of the Big Sur Land Use Plan.~~

Amendments to North County Land Use Plan

1. Subsection c) of subsection 2 of subsection *Low and Moderate Income Housing* of subsection D of section 4.3.6 is added to read as follows:

c) Encourage the use of accessory dwelling units and junior accessory dwelling units as an appropriate means of providing affordable housing. Subdivisions shall not be permitted to divide a principal residence from an accessory dwelling unit. All such units shall not be considered as part of the residential buildout allowed by this plan.

Exhibit 2

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DRAFT AMENDMENTS TO CARMEL AREA, BIG SUR COAST AND NORTH COUNTY LAND USE PLANS

Amendments to Carmel Area Land Use Plan

1. Subsection c) is added to subsection 2 of subsection H of Section 4.4.3 is amended to read as follows:

c) Encourage the use of accessory dwelling units and junior accessory dwelling units as an appropriate means of providing affordable housing for caretakers, ranch hands, convalescent help, and domestic employees. Subdivisions shall not be permitted to divide a principal residence from an accessory dwelling unit.

Amendments to Big Sur Coast Land Use Plan

1. The first paragraph of subsection 2 of Section 5.3.1, is amended to read as follows:

Protection of watersheds, streams, plant communities, and scenic values is the primary objective. Principal uses in this category include agriculture/grazing and supporting ranch houses and related ranch buildings. Recreational facilities permitted in the Outdoor Recreation category including rustic inn or lodging units, hostels; forestry, mineral extraction, aquaculture and related facilities; and accessory dwelling units, junior accessory dwelling units, rural residential and employee housing associated with any of these uses are secondary, conditional uses that will be considered on their individual merits. Where on-site dining facilities are allowed for the inn units, they must be limited to that which is needed to serve on-premises overnight guests.

2. Subsection 6 of Section 5.3.1, is amended to read as follows:

Rural residences are considered a principal use on vacant parcels where applicable resource protection policies can be met. Secondary uses appurtenant to rural residences include accessory dwelling units, junior accessory dwelling units, garages, work or storage sheds, and art or craft studios. Accessory dwelling units and junior accessory dwelling units are allowed in this land use category for the purpose of creating long term housing.

3. Section 5.3.3 is amended to read as follows:

The plan permits development on existing vacant or partially developed parcels based on conformance to the standards of the plan. It is estimated that there are 800 such parcels and that approximately 100 new parcels could be created through subdivision. The plan also permits accessory dwelling units and junior accessory dwelling units. Expansion of lodging

facilities in the Big Sur Valley, Lucia, Pacific Valley and Gorda is possible to some extent. Up to 50 hostel units can be constructed. Employee housing may also be constructed to serve commercial visitor-serving facilities and State and Forest Service facilities. The inn unit density standards are expected to hold inn development to less than 300 new units.

The policies that follow establish a slope density formula as the determinant of potential residential development. A conversion factor is available in the Watershed and Scenic Conservation land use designation that permits potential residential units to be developed as inn units at the rate of two inn units per residence (up to a maximum of 8 per parcel), thereby establishing potential buildout for this major land use category.

Consequently, long range development of the coast will depend upon the choices made by landowners over time. A strong response to demand for visitor facilities will result in a reduction in residential construction potential. For example, if 100 additional residential units are ultimately approved for development in the Watershed and Scenic Conservation area, this could result in 100 residences. It could also result in 50 residences and 100 inn units, or no residences and 200 inn units, etc. While this is only illustrative, it shows the relationship of visitor-serving facilities and residential development based on the conversion factor. An important condition of the plan is that property can be devoted to either residential or visitor-serving overnight accommodations, or a combination of both, but that density credit cannot be applied for both uses from the same acreage.

The plan is flexible concerning the siting of new development, allowing a range of land use proposals to be made at any particular location. Yet the plan's resource protection standards, and slope and road requirements, are stringent, ultimately causing new development to be sited on the most physically suitable locations and limiting buildout to a level that can be accommodated on those sites that can meet all of the plan's requirements.

Table 1 summarizes the major categories of development according to the locations at which the use could take place and provides standards to guide the density at which campgrounds can be clustered on the site. No limitation is established in the plan for the number of campsites that could be developed.

Accessory dwelling units, consistent with State law, are allowed but must comply with all the resource protection provisions, including but not limited to the Critical Viewshed Policy of this LUP. Accessory dwelling units in the Big Sur Coastal Planning Area shall not exceed 1,000 square feet. Rental of an entire accessory dwelling unit or portion of an accessory dwelling unit for less than 90 days shall be prohibited.

4. Subsection c (1) of section 1 of Table 1 is repealed.

5. Subsection e) and subsection f) of subsection 1 of subsection I of Section 5.4.3 are added to read as follows:

e) Allow existing guesthouse units to be converted to accessory dwelling units and junior accessory dwelling units for long term housing.

f) Allow new accessory dwelling units and junior accessory dwelling units to be permitted for long term housing.

6. Subsection c of subsection 2 of subsection I of Section 5.4.3 is amended to read as follows:

c) Encourage the use of accessory dwelling units and junior accessory dwelling units as an appropriate means of providing affordable housing for caretakers, ranch hands, convalescent help, and domestic employees. Subdivision shall not be permitted to divide a principal residence from an accessory dwelling unit.

Amendments to North County Land Use Plan

1. Subsection c) of subsection 2 of subsection *Low and Moderate Income Housing* of subsection D of Section 4.3.6 is added to read as follows:

c) Encourage the use of accessory dwelling units and junior accessory dwelling units as an appropriate means of providing affordable housing. Subdivisions shall not be permitted to divide a principal residence from an accessory dwelling unit. All such units shall not be considered as part of the residential buildout allowed by this plan.

Attachment E

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ADOPTED

F13b

Prepared September 26, 2025 for October 10, 2025 Hearing

To: Commissioners and Interested Persons

From: Kevin Kahn, Central Coast District Manager
Katie Butler, Central Coast District Supervisor
Breylen Ammen, Coastal Planner

Subject: **Monterey County LCP Amendment Number LCP-3-MCO-25-0034-1-Part A (Accessory Dwelling Units)**

SUMMARY OF STAFF RECOMMENDATION

Monterey County proposes an update of its existing ADU regulations for compliance with recent State ADU law changes. The existing LCP allows ADUs, but restricts them in various ways, including through blanket prohibitions in certain communities (e.g., in the entire North County area), through large lot requirements (e.g., only permissible for lots 40 acres or larger in the unincorporated Carmel area), and through numeric caps (i.e., a 50-unit cap in Big Sur). This area-specific approach is, in part, due to bona fide resource constraints (e.g., water supply concerns in North County and wastewater concerns in Carmel). It is also a vestige of a prior paradigm when ADUs were not seen as the type of development that should be encouraged, unlike today, where they are generally recognized as a relatively benign small housing type incidental to existing residences. Thus, the County developed the proposed ADU update to largely eliminate these restrictions and to rely on the existing LCP's coastal resource protection framework to ensure that needed housing opportunities are developed in an environmentally responsible way.

The proposed amendment would expand where ADUs are allowed to include all zones that currently allow for single-family residences. Minimum parcel size requirements would be eliminated and ADUs would be allowed in North County, unincorporated Carmel, and Big Sur without numeric limitation. In conjunction with these relaxed allowances that make ADUs potentially permissible land uses in areas where they currently are not, the amendment would require ADUs to meet all applicable LCP coastal resource requirements. These requirements include prohibitions in sensitive habitats (such as wetlands, streams, ESHA, and their corresponding buffers), conformance with LCP provisions protecting agriculturally productive soils and furthering the agricultural economy, prohibitions on visibility in Big Sur's critical viewshed, and required evidence of adequate water and wastewater (including through septic upgrades, as confirmed by the review of the County's Department of Environmental Health). The amendment also includes some area-specific ADU

requirements, including size and length of tenancy requirements in Big Sur to encourage longer-term housing available for workers, and water efficiency requirements in North County to reduce impacts on groundwater supplies. As explained in the remainder of this report in more detail, while the amendment raises questions as to how best address complex coastal resource and housing concerns in a coastal zone as large and varied as unincorporated Monterey County, staff believes the County's proposal adequately balances these issues. The end result is a robust ADU program that should provide for critically needed housing in a manner protective of the region's extraordinary resource values.

Staff has worked with County staff over several years on this amendment, and appreciates the County's collaboration. Staff recommends that the Commission determine that the proposed LUP portion of the amendment is in conformance with the Coastal Act, and that the proposed IP portion of the amendment is consistent with and adequate to carry out the LUP as amended, and that the Commission approve the proposed LCP amendment as submitted. The required motions and resolutions to effectuate staff's recommendation is found on page 4 of this report below.

Staff Note: LCP Amendment Action Deadline
This proposed LCP amendment was filed as complete on September 10, 2025. The proposed amendment affects the LCP's LUP and IP, and the 90-working-day action deadline is January 22, 2026. Thus, unless the Commission extends the action deadline (it may be extended by up to one year), the Commission has until January 22, 2026 to take a final action on this LCP amendment.

Therefore, if the Commission fails to take a final action in this case (e.g., if the Commission instead chooses to postpone/continue LCP amendment consideration), then staff recommends that, as part of such non-final action, the Commission extend the deadline for final Commission action on the proposed amendment by one year. To do so, staff recommends a YES vote on the motion below. Passage of the motion will result in a new deadline for final Commission action on the proposed LCP amendment. The motion passes only by an affirmative vote of a majority of the Commissioners present.

> ***Alternate Time Extension Motion:*** *I move that the Commission extend the time limit to act on County of Monterey Local Coastal Program Amendment Number LCP-3-MCO-25-0034-1-Part A to January 22, 2027, and I recommend a yes vote.*

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EXHIBITS

Exhibit 1: Monterey County Planning Areas
Exhibit 2: Proposed LUP and IP Amendment (shown in strikethrough and underline)
Exhibit 3: Existing IP ADU Regulations
Exhibit 4: Proposed Map of Parcels Subject to ADU Parking Requirements

1. MOTIONS AND RESOLUTIONS

Staff recommends that the Commission, after public hearing, certify the proposed LCP amendment as submitted. Because there are both LUP and IP portions of the proposed amendment, and because they require individual actions in each case, the Commission needs to make two motions in order to act on this recommendation

A. Certify the LUP Amendment as submitted

Staff recommends a **YES** vote on the motion below. Passage of this motion will result in certification of the Land Use Plan portion of the amendment as submitted and adoption of the following resolution and findings. The motion passes only by an affirmative vote of a majority of the appointed Commissioners.

> ***Motion to Certify:*** *I move that the Commission certify Land Use Plan Amendment LCP-3-MCO-25-0034-1-Part A as submitted by Monterey County, and I recommend a* ***yes*** *vote.*
>
> ***Resolution to Certify:*** *The Commission hereby certifies Land Use Plan Amendment LCP-3-MCO-25-0034-1-Part A for Monterey County and adopts the findings set forth below on the grounds that the amendment conforms with the policies of Chapter 3 of the Coastal Act. Certification of the amendment complies with the California Environmental Quality Act because either 1) feasible mitigation measures and/or alternatives have been incorporated to substantially lessen any significant adverse effects of the amendment on the environment, or 2) there are no further feasible alternatives or mitigation measures which could substantially lessen any significant adverse impact which the amendment may have on the environment.*

B. Certify the IP Amendment as submitted

Staff recommends a **NO** vote on the motion below. Failure of this motion will result in certification of the Implementation Plan portion of the amendment as submitted and the adoption of the following resolution and findings. The motion passes only by an affirmative vote of a majority of the Commissioners present.

> ***Motion to Certify:*** *I move that the Commission reject Implementation Plan Amendment LCP-MCO-25-0034-1-Part A as submitted by Monterey County, and I recommend a* ***no*** *vote.*
>
> ***Resolution to Certify:*** *The Commission hereby certifies Implementation Plan Amendment LCP-MCO-25-0034-1-Part A for Monterey County and adopts the findings set forth below on the grounds that the amended Implementation Plan conforms with, and is adequate to carry out, the provisions of the certified Land Use Plan. Certification of the amended Implementation Plan complies with the California Environmental Quality Act, because either 1) feasible mitigation measures and/or alternatives have been incorporated to substantially lessen any significant adverse effects of the amended Implementation Plan on the environment, or 2) there are no further feasible alternatives and mitigation*

measures that would substantially lessen any significant adverse impacts on the environment.

2. FINDINGS AND DECLARATIONS

A. LCP Amendment Background

Monterey County's coastal zone stretches from the Pajaro River at its northern border with Santa Cruz County to near Ragged Point in southern Big Sur at the San Luis Obispo County line to the south. Given this vast area with distinct geographical characteristics and development patterns, the Monterey County Local Coastal Program (LCP) is broken out into four separate area plans, one each for North County, Del Monte Forest, Carmel Area, and the Big Sur Coast (see **Exhibit 1**). Each area has its own LCP Land Use Plan (LUP) and Implementation Plan (IP), and those LUPs/IPs, along with an overarching IP zoning code (Title 20) that applies to all areas, constitute the certified LCP.

The Commission has approved multiple Monterey County LCP amendments in the last 15 years to respond to changes in State-mandated housing law, including as related to accessory dwelling units (ADUs) and junior ADUs (JADUs).[1] Most recently, the County began the process of updating the LCP again in 2020 to reflect State law changes and bring the County into conformance with California Government Code Sections 66310 - 66342, which constitute the State's ADU laws. The proposed amendment is designed to bring the County into alignment with current State law, including to streamline review of ADU applications and help provide for much-needed housing in the unincorporated County coastal zone, while also ensuring such housing is built in a manner protective of coastal resources.

B. Proposed LCP Amendment Description

While the previous LCP amendments provided for ADUs in certain portions of the coastal zone and subject to certain requirements, the proposed amendment would revamp these existing provisions via area-specific changes to the North County, Big Sur Coast, and Carmel Area LUPs related to ADUs, and make significant changes to the IP zoning code that governs all four coastal planning areas, including by replacing Section 20.64.030, which currently regulates ADUs. The proposed LUP changes include:

- **North County:** Add language encouraging the use of ADUs and JADUs as an appropriate way to provide more 'naturally occurring affordable housing,' and excluding them from the overall unit count that caps residential development in North County.

- **Carmel Area:** Remove the existing 40-acre minimum parcel size for detached ADUs and remove language limiting parcels to one ADU.

- **Big Sur Coast:** Remove the existing 50-unit ADU cap; allow for ADUs and JADUs on land with Watershed and Scenic Conservation and Rural Residential land use

[1] See Monterey County LCP amendments MCO-1-11 and LCP-3-MCO-15-0022-1, the latter of which was approved by the Commission in 2015 and was the last time the LCP was amended to address ADUs.

designations; reduce allowable ADU size from 1,200 square feet to 1,000 square feet; and require rentals of ADUs and JADUs to terms of 90 days or more.

The bulk of the proposed changes are within the IP. The IP currently prohibits ADUs in the entirety of North County, within native Monterey cypress habitat in the Del Monte Forest, on lots under 40 acres in the unincorporated communities surrounding the City of Carmel-by-the-Sea (including in the Carmel Highlands neighborhood), and on lots with B-8 zoning overlays.[2] The proposed amendment would eliminate these restrictions, as well as the cap of 50 total ADUs in Big Sur. The amendment adds ADUs and JADUs as principally permitted uses in all zoning districts that allow for single-family residences, including all residential and many commercial and agricultural zoning districts.[3] One ADU and one JADU would be allowed per lot with existing or proposed single-family dwellings, with more ADUs allowed on lots with multi-family dwellings.[4] ADUs would be limited to a maximum of 1,200 square feet in all planning areas except for Big Sur and on lots with the B-8 zoning overlay, where they would be limited to a maximum of 1,000 square feet. JADUs would be limited to a maximum of 500 square feet in all cases. Off-street parking would not be required for JADUs and would only be required for ADUs in a small portion of the Carmel Point neighborhood (to protect limited public beach access parking in this area (see **Exhibit 4** for a map). Short-term rental use of JADUs and ADUs would be prohibited, with a required rental term of 31 days or more, except in Big Sur, where the required term would be 90 days or more.

In addition, the current 2-acre minimum parcel size limit for ADUs in Big Sur would be removed, as would the current 2-acre minimum parcel size in all areas for properties not served by a public sewer system. The amendment would also add a new set of water efficiency requirements for ADUs and JADUs in North County. Specifically, the proposed water efficiency requirements include requirements to retrofit all existing water-using fixtures and appliances, and replacement of all irrigated landscaping with drought-tolerant landscaping, on properties with existing development that are proposing ADUs.[5] The amendment specifies that ADUs and JADUs that will be served by onsite wastewater treatment systems and private wells are required to demonstrate that such systems and wells have adequate capacity to serve such units, and must

[2] The B-8 zoning overlay identifies locations with limitations to water supply, water quality, sewage disposal capabilities, traffic impacts or similar measurable public facility type constraints. Most parcels with this overlay are located in the North County Area, with the remainder located in the Del Monte Forest area.

[3] Specifically, High Density Residential (HDR), Medium Density Residential (MDR), Low Density Residential (LDR), Rural Density Residential (RDR), Watershed and Scenic Conservation (WSC), Coastal General Commercial (CGC), Moss Landing Commercial (MLC), Visitor Serving Commercial (VSC), Coastal Agricultural Preserve (CAP), and Agricultural Conservation (AC) zoning districts.

[4] Up to eight detached ADUs would be allowed on lots with an existing multifamily building(s) so long as the number of ADUs does not exceed the number of units. Two detached ADUs would be allowed on lots with proposed new multi-family buildings.

[5] Exceptions are made for subsistence gardens, including family gardens, community gardens, or fruit/nut trees, which may be efficiently irrigated (e.g., drip irrigation).

obtain authorization from the County's Environmental Health Bureau.[6] Finally, the proposed IP changes include various updates and changes to ADU site design standards, including to be consistent with State ADU law, such as maximum height[7] and minimum setback requirements,[8] and other ADU-related rules, including allowing for the separate sale of ADUs under certain circumstances.[9]

Thus, the amendment eliminates many of the existing provisions that restrict ADU development in various parts of the County. Some of these restrictions will be completely eliminated (e.g., the minimum 40-acre parcel size limitation in the Carmel Area, and the complete prohibition on ADUs in North County), and some will be replaced with alternative language and/or reliance on other LCP provisions (e.g., removing the existing ADU prohibition in native Monterey cypress habitat, and instead relying on the specific native Monterey cypress habitat standards that apply to all new development in that area). And the amendment proposes some new ADU-specific requirements, including the above-described water efficiency requirements in North County and ADU-specific height, setback, and size regulations. But in all cases, as both now and as proposed, the rest of the existing LCP would apply. As such, LCP provisions that, for example, do not allow ADUs in sensitive habitats such as ESHA, wetlands, streams, and their required buffers; and that require ADUs to be set back a sufficient distance from coastal bluffs without shoreline armoring, and in a manner that protects significant public views, all will continue to govern ADU development.

With respect to permitting, and consistent with State ADU law, ADUs and JADUs would be subject to a streamlined permitting process, where CDP applications[10] will be processed within 60 days and without a local public hearing (with required appeal processes to the Commission still intact), and certain JADUs and attached ADUs may

[6] The County's Environmental Health Bureau is responsible for ensuring the safety, adequacy and reliability of such wastewater treatment systems and private wells in the County.

[7] Specifically, attached ADUs would be limited to the height allowed for residences in the zoning district, and detached ADUs would be limited to 16 feet (on lots with existing/proposed single-family residences) or 18 feet (on lots with existing/proposed multi-family residences, or any lot within half a mile walking distance of a major transit stop). A height of 20 feet for detached ADUs would be allowable on lots within half a mile walking distance of a transit stop in order to accommodate a roof pitch alignment with the main house. Increases in allowable ADU height could also be considered by the zoning administrator to provide for architectural consistency/compatibility with the main structure.

[8] New ADUs would need to comply with the front setback requirements of the zoning district, and would need four-foot minimum side and rear setbacks (unless they are 800 square feet or smaller). No setbacks would be required for ADUs converting or replacing existing structures with ADUs.

[9] Namely, such separate sale is only allowed if a qualified nonprofit built the ADU and places a number of restrictions on the property, including a principal residence requirement, a repurchase option in favor of the nonprofit, and a 45-year affordability restriction, all of which emanates from similar state ADU law provisions (see Government Code Section 66341).

[10] CDP applications would be processed through the County's Coastal Administrative Permit process, which allows for more expedited processing for principally permitted development of a minor and non-controversial nature, while still requiring findings of LCP consistency and still being appealable to the Commission if it meets the appealability criteria (e.g., located between the first public road and the sea).

be exempt from CDPs altogether (unless they cannot be exempt under the Commission's exemption regulations (for instance, if located in ESHA, within 50 feet of a coastal bluff, etc.)).[11] The amendment also includes proposed changes to the general CDP exemption language in the IP, intended to help bring that language better in line with the Commission's exemption regulations, including by closing potential loopholes that could have been improperly interpreted to allow for the exemption of development in inappropriate locations (e.g., in ESHA).

C. Evaluation of Proposed LCP Amendment

1. Standard of Review

The proposed amendment affects the LCP's LUP and IP. The standard of review for the LUP changes is that they must conform with the requirements of Chapter 3 of the Coastal Act, and the standard of review for the IP changes is that they must be consistent with and adequate to carry out the provisions of the certified LUP, as may be amended.

2. Proposed Land Use Plan Amendment

Applicable Coastal Act Provisions

The Coastal Act includes a series of provisions that are intended to protect, maintain, and enhance the quality of the coastal zone and coastal resources. This includes balancing uses and development in the coastal zone in a way that takes into account the social and economic needs of the state, while at the same time ensuring that coastal resources are protected through all LCP and CDP processes and outcomes. Relevant provisions include:

> ***Section 30231.*** *The biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of ground water supplies and substantial interference with surface waterflow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protect riparian habitats, and minimizing alteration of natural streams.*
>
> ***Section 30233(a).*** *The diking, filling, or dredging of open coastal waters, wetlands, estuaries, and lakes shall be permitted in accordance with other applicable provisions of this division, where there is no feasible less environmentally damaging alternative, and where feasible mitigation measures have been provided to minimize adverse environmental effects, and shall be limited to the following: (1) New or expanded port, energy, and coastal-dependent industrial facilities, including commercial fishing facilities. (2) Maintaining existing, or restoring previously dredged, depths in existing navigational channels, turning basins, vessel berthing and mooring areas, and boat launching ramps. (3) In open coastal waters, other than wetlands, including*

[11] See Title 14 California Code of Regulations Section 13250.

streams, estuaries, and lakes, new or expanded boating facilities and the placement of structural pilings for public recreational piers that provide public access and recreational opportunities. (4) Incidental public service purposes, including but not limited to, burying cables and pipes or inspection of piers and maintenance of existing intake and outfall lines. (5) Mineral extraction, including sand for restoring beaches, except in environmentally sensitive areas. (6) Restoration purposes. (7) Nature study, aquaculture, or similar resource dependent activities.

Section 30240. *(a) Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values, and only uses dependent on those resources shall be allowed within those areas. (b) Development in areas adjacent to environmentally sensitive habitat areas and parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade those areas, and shall be compatible with the continuance of those habitat and recreation areas.*

Section 30241. *The maximum amount of prime agricultural land shall be maintained in agricultural production to assure the protection of the areas' agricultural economy, and conflicts shall be minimized between agricultural and urban land uses through all of the following: (a) By establishing stable boundaries separating urban and rural areas, including, where necessary, clearly defined buffer areas to minimize conflicts between agricultural and urban land uses. (b) By limiting conversions of agricultural lands around the periphery of urban areas to the lands where the viability of existing agricultural use is already severely limited by conflicts with urban uses or where the conversion of the lands would complete a logical and viable neighborhood and contribute to the establishment of a stable limit to urban development. (c) By permitting the conversion of agricultural land surrounded by urban uses where the conversion of the land would be consistent with Section 30250. (d) By developing available lands not suited for agriculture prior to the conversion of agricultural lands. (e) By assuring that public service and facility expansions and nonagricultural development do not impair agricultural viability, either through increased assessment costs or degraded air and water quality. (f) By assuring that all divisions of prime agricultural lands, except those conversions approved pursuant to subdivision (b), and all development adjacent to prime agricultural lands shall not diminish the productivity of such prime agricultural lands*

Section 30242. *All other lands suitable for agricultural use shall not be converted to nonagricultural uses unless (1) continued or renewed agricultural use is not feasible, or (2) such conversion would preserve prime agricultural land or concentrate development consistent with Section 30250. Any such permitted conversion shall be compatible with continued agricultural use on surrounding lands.*

Section 30250(a). *New residential, commercial, or industrial development, except as otherwise provided in this division, shall be located within, contiguous with, or in close proximity to, existing developed areas able to accommodate it or,*

where such areas are not able to accommodate it, in other areas with adequate public services and where it will not have significant adverse effects, either individually or cumulatively, on coastal resources….

Section 30251. *The scenic and visual qualities of coastal areas shall be considered and protected as a resource of public importance. Permitted development shall be sited and designed to protect views to and along the ocean and scenic coastal areas, to minimize the alteration of natural land forms, to be visually compatible with the character of surrounding areas, and, where feasible, to restore and enhance visual quality in visually degraded areas. New development in highly scenic areas such as those designated in the California Coastline Preservation and Recreation Plan prepared by the Department of Parks and Recreation and by local government shall be subordinate to the character of its setting.*

Section 30253. *New development shall do all of the following: (a) Minimize risks to life and property in areas of high geologic, flood, and fire hazard. (b) Assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs. (c) Be consistent with requirements imposed by an air pollution control district or the State Air Resources Board as to each particular development. (d) Minimize energy consumption and vehicle miles traveled. (e) Where appropriate, protect special communities and neighborhoods that, because of their unique characteristics, are popular visitor destination points for recreational uses.*

Thus, the Coastal Act requires new residential development to be located within, contiguous with, or in close proximity to existing developed areas able to accommodate it in a manner without coastal resource harm. To implement this broad requirement, the Act specifies that, among other things, residential development is not allowed in certain sensitive habitats such as ESHA and wetlands, is not allowed to convert agricultural lands or adversely impact the agricultural economy unless certain findings can be made, is required to generally blend in with the surrounding developed aesthetic and not significantly adversely impact important public views, and be served by adequate water, sewer, and other public services. And near the shoreline, new development must not interfere with the public's right to access the coast, including through prohibitions on shoreline armoring.

While not part of Coastal Act Chapter 3 and thus not technically part of the legal standard of review for this proposed LUP change, other Coastal Act provisions also provide relevant direction regarding this proposed amendment, including encouraging the provision of affordable housing and ensuring environmental justice in the coastal zone. Specifically, the Coastal Act states:

Section 30013. *The Legislature further finds and declares that in order to advance the principles of environmental justice and equality, subdivision (a) of Section 11135 of the Government Code and subdivision (e) of Section 65040.12*

of the Government Code apply to the commission and all public agencies implementing the provisions of this division. As required by Section 11135 of the Government Code, no person in the State of California, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, shall be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination, under any program or activity that is conducted, operated, or administered pursuant to this division, is funded directly by the state for purposes of this division, or receives any financial assistance from the state pursuant to this division.

***Section 30604.** …(f) The commission shall encourage housing opportunities for persons of low and moderate income…(g) The Legislature finds and declares that it is important for the commission to encourage the protection of existing and the provision of new affordable housing opportunities for persons of low and moderate income in the coastal zone. (h) When acting on a coastal development permit, the issuing agency, or the commission on appeal, may consider environmental justice, or the equitable distribution of environmental benefits throughout the state.*

Putting all this together, the Coastal Act promotes housing, particularly affordable and moderate/workforce housing, when such housing is sited and designed in a manner protective of coastal resources.

Consistency Analysis

The Commission is aware that the state has a serious housing crisis, and in particular an affordable housing crisis, where such issues are also felt in the state's coastal zone. To address this critical need, the state legislature has enacted a number of housing laws in the last several years that are designed to eliminate barriers to providing housing and to help foster additional housing units – including critically needed affordable units – where they can be appropriately accommodated by adequate public services and where, in the coastal zone, they will not adversely affect coastal resources. These laws have triggered local governments in the coastal zone to update their LCPs to address such changes. Importantly, the changes to state law continue to explicitly require that the Coastal Act (and by extension LCP) coastal resource protections are not suspended in the construction of ADUs, and thus updated local government ADU provisions must continue to protect coastal resources.[12] In short, the goal of updating LCPs related to ADUs is to harmonize state ADU housing law changes with the Coastal Act in a way that continues to protect coastal resources while also reducing and eliminating barriers to ADUs.

Here, as explained in more detail below, Monterey County has worked to do just that with this proposed LCP amendment, including by making a number of changes requested by the California Department of Housing and Community Development (HCD) after their review of the LCP's existing ADU regulations. As described above, at its core, the proposal requires ADUs to be consistent with the LCP's coastal resource

[12] Put another way, state ADU laws do not supersede the Coastal Act, and are required to be consistent with the Act (see Government Code Section 66329).

protection framework. Put another way, the amendment provides for ADUs as an allowable land use throughout the coastal zone so long as they are found consistent with the LCP's resource protection provisions. Thus, at this broad level, the amendment ensures that ADUs are allowed – an important thing from a state/coastal zone housing perspective – in a manner protective of coastal resources, consistent with the framework described above regarding how state ADU law interplays with the Coastal Act.

That said, a few of the specific coastal resource issues engendered in Monterey County's coastal zone and its LCP require a bit more discussion. These are described below.

North County Area

The proposed changes to the North County LUP include the addition of language encouraging the use of ADUs and JADUs as an appropriate way to provide more naturally occurring affordable housing, and excluding them from the overall unit count that caps residential development overall in North County. While seemingly minor, the addition of language encouraging ADUs and JADUs significantly changes the existing LUP. Due to water supply concerns, which are explained in more detail below, the existing LUP includes no such language encouraging ADUs, and the existing IP actually prohibits them. Indeed, the LUP includes a suite of provisions intended to protect scarce water supply resources and groundwater health, which the Commission has interpreted over the years to prohibit most forms of residential development beyond the first single-family dwelling on an existing legal parcel, including most residential subdivisions, ADUs, and other similar intensifications of residential use.[13] The proposed LUP amendment changes (along with the corresponding proposed IP changes to remove the affirmative ADU ban in North County) introduce language that significantly modifies how those policies relate to ADUs and JADUs (i.e., allowing/encouraging them on all parcels where residential use is allowed notwithstanding water concerns, and exempting them from the buildout caps intended to protect limited groundwater supplies), thus raising the question of whether such a change is consistent with the water supply and agricultural protections of the Coastal Act.

North County is an agricultural area with a large population of farmworkers. The entirety of the area's water supply is sourced from groundwater from critically overdrafted[14] aquifers with generally worsening saltwater intrusion.[15] The vast majority of water use in

[13] See, for example, Commission actions on CDP Extension Request A-3-MCO-04-054-E3 (Sunridge Views Subdivision Extension), CDP application A-3-MCO-05-027 (Rancho Roberto Subdivision), and CDP application A-3-MCO-06-044 (Mayr Subdivision).

[14] 'Critical overdraft' is a formal designation under the Sustainable Groundwater Management Act (SGMA) made by the California Department of Water Resources. As defined by the SGMA, "a basin is subject to critical overdraft when continuation of present water management practices would probably result in significant adverse overdraft-related environmental, social, or economic impacts."

[15] The North County area is located in two subbasins, the Pajaro Valley subbasin (north of Elkhorn Slough) and the 180/400-foot aquifer (south of Elkhorn Slough). Both are designated as critically overdrafted, and both have significant histories of saltwater intrusion. Yearly monitoring continues to show worsening seawater intrusion in the 180/400-foot aquifer. The Pajaro Valley subbasin has fared better in recent years, but has yet to meet sustainability goals.

the North County area (i.e., 80% to 90% or more) is for agricultural production purposes, which is a priority land use under the Coastal Act and LUP. In general, because agriculture is a coastal priority use, where water resources are limited, the Coastal Act prioritizes water for agricultural use over other uses. Indeed, Section 30241(e) specifically prohibits non-agricultural development from impairing agricultural viability through degraded water quality. In the case of North County, because aquifer overdraft is causing saltwater intrusion into aquifers underlying agricultural operations and increasing the salinity of the wells on which they depend (thus compromising water quality), new, non-coastal-priority water-using development – including residential development – that would add to the overdraft issue, is generally inconsistent with Section 30241(e). Such Coastal Act conformance issues, along with conformance with LUP policies that strictly limit the amount of new residential development, served as the basis for the LCP's current prohibition of ADUs in North County.[16] The County's proposal to now allow for ADUs in this area raises core Coastal Act conformance questions.

While an argument can clearly be made that the status quo of no ADUs should be maintained, it is also important to look at the totality of the issue. First, as noted above, agriculture uses the vast majority of water in the region, up to 90 percent or more.[17] As such, the totality of existing residential use has only a marginal relative impact to overall water supply, and the addition of ADUs and JADUs, which are predominately smaller and have fewer bathrooms than typical single-family residences (and therefore use less water), would have similar (and even lesser) marginal relative impacts. Second, a narrow focus on protecting the natural resource inputs needed for the long-term viability of agriculture (available land, soils, water, etc.) would ignore the broader range of factors that coalesce into the viable, sustainable, agricultural economy necessary to continue agricultural production in North County long into the future. To this end, Section 30241 speaks more broadly to "the protection of the area's agricultural economy" as the intent of the specific requirements it imposes.

One of the reasons that North Monterey County is a thriving agricultural production zone is the area's farmworkers. The agricultural economy is dependent on workers, who depend on access to stable and affordable housing; therefore, protecting agriculture in North County implicitly requires that workforce housing be appropriately accommodated. These farmworkers are not only essential to the labor force but are also integral members of the community, contributing to its fabric, culture, and identity. Furthermore, much of the North County area can be considered an environmental justice community, with higher poverty rates, lower household incomes, and a greater percentage of households using food assistance than other areas of the county.[18]

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[16] Which was approved by the Commission in 2015's LCP-3-MCO-15-0022-1.

[17] See the Salinas Valley Groundwater Basin 180/400-Foot Aquifer Subbasin 2022 GSP Amendment 1, and the Pajaro Valley Basin Management Plan Groundwater Sustainability Update 2022.

[18] *Monterey County Vacation Rental Ordinance Socioeconomic Analysis*, prepared December 5, 2023, by Economic & Planning Systems, Inc. (EPS)

Coastal California Environmental Justice (CCEJ) Mapping Tool, AB1550 Low-Income Communities Map layer

Although North County housing costs are comparatively lower than those in other coastal planning areas in the County, the need for additional housing is significant and acute, particularly for farmworkers and environmental justice communities dependent on them.

The Coastal Act explicitly identifies the need for equity and environmental justice and allows the Commission to consider coastal resource issues and impacts through that lens (see Sections 30013 and 30604(h)). To implement its Coastal Act environmental justice authority, the Commission adopted an Environmental Justice Policy ("EJ Policy") to guide and inform its decisions and procedures in a manner that is consistent with the provisions in, and furthers the goals of, Chapter 3 of the Coastal Act. The EJ Policy includes provisions for housing, stating:

> *The Commission will work with local governments to adopt local coastal program policies that allow for a broad range of housing types including affordable housing, ADUs, transitional/supportive housing, homeless shelters, residential density bonuses, farmworker housing, and workforce/employee housing…*

While the Commission's EJ Policy and Coastal Act Sections 30013 and 30604(h) are not legal standards of review for the proposed changes to the LUP, they provide an important Coastal Act and EJ lens through which to understand the proposed changes. The proposed amendment is precisely the type of LUP policy change that would help address the inequities this community faces with respect to housing, and is consistent with the Commission's EJ guidance in that respect.

Furthermore, the proposed LCP amendment also includes offsetting water savings requirements for any proposed ADU. Specifically, while these requirements are proposed IP provisions and discussed in the next section, the overall LCP takes these potential ADU water supply problems seriously, and requires properties that propose ADUs to institute a series of water savings measures applicable to all development on the property, including the ADU (including water efficiency requirements related to new water-using fixtures and appliances, retrofits of all existing water-using fixtures and appliances, replacement of all irrigated landscaping with drought-tolerant landscaping, etc.). While the requirements do not go so far as to require a 1:1 (or more) offset of the ADU's new water demand, these types of requirements should be able to help offset new ADU water demand, in some cases significantly (e.g., sites with old fixtures, water-intensive landscaping, etc.). Thus, in the context of relatively limited residential water use overall in North County, and the ways in which ADU development could provide more affordable housing for farmworkers who are a necessity for maintaining the region's agricultural economy (and social fabric), the water offsetting provisions help to support a finding that these new ADU regulations can be found consistent with Coastal Act provisions protecting groundwater health and agriculture in North County. In short, the proposed North County-related changes are a step towards increasing housing stock in an environmental justice community where such housing is of critical importance for the long-term viability of the area's agricultural economy, and can be done so in a manner that is adequately protective of coastal resources.

<u>Carmel Area</u>

In the Carmel Area LUP, the amendment would remove the 40-acre minimum parcel size for ADUs and the limitation of one ADU per parcel. The end result would be to now allow ADUs in much of the area for the first time, given that most of the area is comprised of suburban-sized residential lots under 10,000 square feet, particularly in the neighborhoods to the north of the Carmel River and south of the City of Carmel-by-the-Sea. The 40-acre minimum parcel size was imposed originally in the LUP in the 1980s when it was first certified, albeit for caretaker units. Caretaker units were subsequently renamed ADUs in the LCP as a means to increase the supply of affordable workforce housing more broadly, as well as to reflect more modern terminology, but the 40-acre minimum parcel size remained.[19] The reason for the 40-acre minimum parcel size for the development of these additional units was related largely to wastewater issues at the time. Specifically, the density of existing onsite wastewater treatment systems (OWTS), or septic systems, on smaller lots in the Carmel Highlands area south of Point Lobos State Natural Reserve has resulted in chronic water quality problems due to steep slopes, bedrock, and soils that made such systems problematic. For those parcels served by public sewer (including Carmel Meadows, Mission Fields, Hatton Fields, and Carmel Woods), capacity and water quality issues at the Carmel Area Wastewater District (CAWD) treatment plant dictated that development of additional units on existing parcels be restricted.

Since the time of LCP certification, when the 40-acre parcel minimum went into effect, capacity at the CAWD treatment plant has expanded and its treatment capabilities have also been upgraded to address previous discharge and associated water quality problems in the Carmel Bay.[20] As such, the reason underlying the ADU restriction in relation to sewer capacities has essentially been solved, and all parcels in the Carmel area served by the sewer system, regardless of size, can support additional wastewater loads affiliated with ADUs without impacting water quality. Allowing for ADUs connected to the sewer system in this area can be found Coastal Act consistent from a wastewater perspective.

With respect to parcels with OWTS, namely in the Carmel Highlands, the issue has not been so affirmatively solved, and some properties may or may not have capacity to serve an ADU on the site. This low-density residential area relies on wells and septic systems for water and wastewater, and both continue to have problems and are prone to failure, including septic contamination into wells and coastal waters. While CAWD has a long-term vision to provide sewer connections to these properties,[21] implementation will likely take a significant amount of time.[22] These circumstances were the rationale behind the County's recent prohibition on vacation rentals in this area,

[19] As part of LCP-3-MCO-15-0022-1.

[20] Including as required by past Commission CDP actions (see CDP 3-82-199 as amended). The plant now provides tertiary treated water that is beneficially reused for various uses throughout the region, and has sufficient capacity to serve additional demand.

[21] See CDP Amendment 3-82-199-A10, approved by the Commission in 2022, which allowed the district to annex the Highlands, which is the first step necessary to expand sewer service to them.

[22] Indeed, the wastewater district's most recent attempt to expand sewer connections into part of this community was rejected by homeowners due to cost.

which the Commission approved in August 2025.[23] The development of ADUs on such properties raises consistency issues with Section 30231 requirements to protect the quality of coastal waters by minimizing adverse effects of wastewater discharges because the increased wastewater directed to problematic OWTS could result in capacity exceedance and system failures.

The County recognizes these constraints, but also acknowledges that an affirmative ban on all ADUs in the area, as is currently the case, is too harsh a reaction when not all parcels suffer from the same concerns. Allowing for ADUs may also be an incentive to upgrade older OWTS with new ones that meet modern water quality standards. Thus, in lieu of an affirmative ADU ban, the County's proposal seeks to address the issue in a different way, namely by requiring review and approval from the Monterey County Department of Environmental Health,[24] which will ensure that any ADU or JADU (including those that may be exempt from CDP requirements since these will still require County building permits) under these new regulations is served by adequate and functional water and wastewater capacity. The County has an entire department of qualified staff dedicated to ensuring OWTS are adequately sized and operational, and the proposed amendment requires their review and approval of a functioning OWTS as part of any ADU application (including outside of the Carmel Area too, as adequate OWTS is a requirement throughout the coastal zone). In discussions between Commission and County staff, County staff acknowledge that implementation of such requirement means that some ADU applications may need to be denied, or conditioned with significant OWTS upgrades. Some others may proceed without concern since the existing wastewater system is determined to have adequate capacity and to be in good working order. The County's point is that on-the-ground and site specific conditions can dictate whether or not the site's wastewater system can handle a proposed ADU, and the Commission concurs with this assessment. As proposed, this process will ensure that ADUs do not contribute to water quality issues associated with OWTS in this area. Furthermore, on properties with adequate wastewater systems in good working order, the proposed amendment would allow for increased housing opportunities in areas that Coastal Act Section 30250 would direct such development as most appropriate, namely existing developed areas able to accommodate it.

As such, the proposed regulations will avoid the potential adverse impacts of constructing additional residential density on properties without the wastewater service capacity to safely serve them, while allowing for increased housing density in a developed single-family residential area on properties where they can be accommodated without water quality or wastewater service concern. Overall, the proposed changes to the Carmel Area LUP will allow for the construction of more

[23] See LCP amendment LCP-3-MCO-24-0039-1 (Vacation Rentals).

[24] Most existing OWTS have been constructed to meet the minimum standards for the existing development they serve; therefore, an OWTS expansion is likely to be required for the establishment of an ADU/JADU. ADUs must have their own septic tank but may share the dispersal field with the primary dwelling. Construction of an ADU and in some case a JADU will be a trigger for a performance evaluation of the existing OWTS on the property.

housing in an area where such housing is needed and in locations where it is appropriate.

Big Sur Coast

The proposed changes to the Big Sur Coast LUP include the removal of the existing 50-unit ADU cap (thereby allowing ADUs and JADUs on every parcel where residential use is allowed), the reduction of allowable ADU size from 1,200 square feet to 1,000 square feet, and limiting rentals of ADUs and JADUs to terms of 90 days or more. The allowance for ADUs and JADUs on all parcels where residential use is allowed would result in an increase in development potential throughout Big Sur. Like all new development, the potential for coastal resource impacts associated with ADUs and JADUs exists, depending on the circumstances of a given property. And also like all types of new development, the development of ADUs/JADUs must follow the LUP's coastal resource protection policies, including as related to environmentally sensitive habitat areas (ESHA), visual resources, slopes, and hazards, among other things.[25] For example, ADUs, like nearly all types of new development, would be required to meet the LUP's so called "critical viewshed" requirements, which prohibits new development within view of Highway 1 and other public areas. With these existing LUP protections in place, the proposed increase in development associated with the amendment would not be inconsistent with Coastal Act requirements to protect ESHA, visual resources, and other coastal resources. And the proposed reduction in maximum ADU size from 1,200 square feet to 1,000 square feet also ensures a relatively small development footprint for such units, which also helps keep them, relatively speaking, more 'naturally affordable'.

Furthermore, Big Sur has an acute lack of affordable housing, particularly for the employees who are critical for the functioning of Big Sur's visitor-serving economy. This is primarily due to the challenges that new construction faces in Big Sur: it is an area highly prone to fire, landslide, erosion, and flash flooding hazards, with significant areas of unbuildable and unstable steep slopes. It is also an area of extraordinary coastal resource and public recreational access value, with appropriately protective LUP policies to ensure development is carried out consistent with these values. Because of these constraints, the reality is that opportunities to build the amount of housing of all types (market rate, affordable, and workforce/employee) needed to satisfy demand are quite limited, and adding additional housing in in the form of ADUs/JADUs in existing developed areas and adjacent to existing residences is an important way to address the region's acute need for more employee housing. That said, there is nothing in the proposed regulations that requires these ADUs to be used for Big Sur employees' housing. While it can be presumed that some will as the market adjusts to the availability of more ADUs for longer term residential use, it is also expected that many

[25] And, even though the proposed LCP amendment includes proposed CDP exemptions for some ADUs/JADUs (to match exemptions available under the Coastal Act and its implementing regulations), which would mean that LCP coastal resource provisions are not applied to those cases, those exemptions do not apply in ESHA, wetlands, designated visual resource areas, within 50 feet of a bluff, and in some cases seaward of the first public road pursuant to CCR Section 13250 locational restrictions. In Big Sur, where much of the potentially developable areas for ADUs would be in such areas, CDP exemptions are less likely, and would be limited to areas where these important coastal resources are not affected. See additional discussion on this point subsequently in this report.

will not, and will be used for other purposes. Commission and County staff discussed ways of limiting the use of these newly allowed ADUs to affordable and/or Big Sur-only employee/workforce housing, but there were questions about whether such limitations could be legally enforced, and additional questions about whether that might lead to fewer ADUs being constructed because of the lack of flexibility for their use, both of which could defeat the purpose of trying to encourage more of these small units to help bring Big Sur into a greater workplace-housing balance. Ultimately, the proposed amendment does not include these sorts of restrictions, and the Commission notes that it intends to closely monitor implementation to see how the market responds to the new regulations in terms of facilitating critically needed employee housing, and encourages the County to do the same, including to pursue future LCP amendments as appropriate to modify ADU regulations in Big Sur.

Bracketing that issue, the proposed amendment would allow for an increase in available housing stock in Big Sur while maintaining all existing coastal resource protections for Big Sur's extraordinary resource values. The proposed 1,000 square-foot limit and 90-day or more lease requirement should help direct the use of new ADUs towards the type of longer term and relatively more affordable housing acutely needed in Big Sur, all of which is critical to the long-term viability of the region's visitor-serving economy, including the staffing necessary to steward some of the most heavily visited public lands in the State.

Other

The proposed changes to these three LUPs include language that adds JADUs alongside ADUs as an encouraged unit type, to better provide for affordable and workforce housing. By definition, JADUs are contained entirely within a single-family residence and are a maximum of 500 square feet. This proposed change to encourage such units allows for such development to be literally concentrated and co-located within existing residences, where it can tap into and utilize existing utilities, driveways, and other residential elements without resulting in new developed footprint area and associated coastal resource impacts. All of which helps to encourage more housing units that share many of the same attributes as discussed above with respect to ADUs, and which can be found consistent for similar reasons.

In conclusion, the proposed changes to the Carmel, Big Sur, and North County LUPs to allow ADUs and JADUs in all areas where residential use is allowed can be found consistent with Coastal Act resource protection requirements because, like all forms of development, ADUs and JADUs will still be required to meet LUP coastal resource protection policies in order to be approved (unless exempt, but exemptions do not apply where significant coastal resource values are present, as explained in more detail subsequently). The proposed amendment will provide greater opportunity for increases in the availability and affordability of housing located in appropriate locations along the Monterey County coast, concentrated with existing residential development, and can be found consistent with the Coastal Act.

2. Proposed IP Amendment

Applicable LUP Provisions

The standard of review for the proposed IP changes is whether they are consistent with and adequate to carry out the provisions of the LCP's LUP, including as it is proposed to be amended. In addition to and as modified by LUP changes discussed above, which are considered a standard of review for the IP changes discussed below (see **Exhibits 2 and 3**), applicable LUP provisions include:

North County LUP

North County LUP Policy 2.5.1 (Key Water Policy): *The water quality of the North County groundwater aquifers shall be protected, and new development shall be controlled to a level that can be served by identifiable, available, long term-water supplies…*

North County LUP Policy 2.5.2.3: *New development shall be phased so that the existing water supplies are not committed beyond their safe long-term yields. Development levels that generate water demand exceeding safe yield of local aquifers shall only be allowed once additional water supplies are secured.*

North County LUP Policy 2.6.1 (Key Agriculture Policy): *The County shall support the permanent preservation of prime agricultural soils exclusively for agricultural use. The County shall also protect productive farmland not on prime soils if it meets State productivity criteria and does not contribute to degradation of water quality. Development adjacent to prime and productive farmland shall be planned to be compatible with agriculture.*

North County LUP Policy 2.6.2.1: *Prime and productive farmland designated for Agricultural Preservation and Agricultural Conservation land use shall be preserved for agricultural use to the fullest extent possible….*

North County LUP Policy 2.6.2.5. *Conversion of Agricultural Conservation lands to non-agricultural uses shall be allowed only if such conversion is necessary to: a) establish a stable boundary between agriculture and adjacent urban uses or sensitive habitats; or b) accommodate agriculture-related or other permitted uses which would economically enable continuation of farming on the parcel and adjacent lands.*

North County LUP Policy 2.6.2.6: *For new development adjacent to agricultural areas, well-defined buffer zones shall be established within the area to be developed to protect agriculture from impacts of new residential or other incompatible development and mitigate against the effects of agricultural operations on the proposed uses….*

North County LUP Policy 4.3.5.7: *New subdivision and development dependent upon groundwater shall be limited and phased over time until an adequate supply of water to meet long-term needs can be assured. In order to minimize the additional overdraft of groundwater accompanying new development, water conservation and on-site recharge methods shall be incorporated into site and structure design.*

North County LUP Policy 4.3.6.D.5: *Where public facilities or water supply necessary to support residential development are limited, residential growth should be phased to allow sufficient time for these essential elements to be provided.*

North County LUP Policy 2.5.3.A.1: *The County's policy shall be to protect groundwater supplies for coastal priority agricultural uses with emphasis on agricultural lands located in areas designated in the plan for exclusive agricultural use.*

North County LUP Policy 4.3.5.4: *Where there is limited land, water, or public facilities to support development, coastal-dependent agriculture, recreation, commercial and industrial uses shall have priority over residential and other non-coastal-dependent uses.*

North County LUP Policy 2.5.3.A.2: *The County's long-term policy shall be to limit ground water use to the safe-yield level. The first phase of new development shall be limited to a level not exceeding 50% of the remaining build-out as specified in the LUP. This maximum may be further reduced by the County if such reductions appear necessary based on new information or if required in order to protect agricultural water supplies. Additional development beyond the first phase shall be permitted only after safe-yields have been established or other water supplies are determined to be available by an approved LCP amendment. Any amendment request shall be based upon definitive water studies, and shall include appropriate water management programs.*

North County LUP Policy 4.3.6.D: *Low and Moderate Income Housing … 2: The County shall encourage the expansion of housing opportunities for low and moderate income households. (a) Re-evaluate ordinances and policies which impose constraints to low and moderate income housing opportunities. (b) Require employee housing as a condition of all permits related to additions to existing visitor facilities or the construction of new facilities. Such housing must be provided prior to or concurrent with the proposed development, and must be permanently linked to the visitor-serving use through appropriate binding guarantees. (c) Encourage the use of accessory dwelling units and junior accessory dwelling units as an appropriate means of providing affordable housing. Subdivisions shall not be permitted to divide a principal residence from an accessory dwelling unit. All such units shall not be considered as part of the residential buildout allowed by this plan.*

North County LUP Policy 4.3.6.D: *Low and Moderate Income Housing … 3: The County shall provide where feasible, affordable housing through the continuing good faith and the diligent efforts by the public sector. The County will: […] c) Provide means to expedite projects which demonstrate innovative ways to implement housing policy.*

North County LUP Policy 4.3.6.D: *Low and Moderate Income Housing … 6: The trailer and mobile home exclusion districts in the County Zoning Ordinance*

should be repealed to increase affordable housing opportunities and increase access to the Coastal Area for low and moderate income families.

North County LUP Policy 4.3.6.D.2: *Medium and high density residential areas shall be located only where urban services; water, sewers, roads, transit, fire protection, etc. are available. A mix of residence types and price ranges should be made available through the development of these areas. These areas should be fully developed before new areas are designated for medium and high density development.*

North County LUP Policy 4.1.3: *…Housing condition, low vacancy, low income, and the special conditions of farm workers appear to be the key housing problems in the area.*

North County LUP Policy 6.2 (Key Public Access Policy): *Public access to the shoreline and along the coast shall be protected and provided, and opportunities for recreational hiking access shall be enhanced. The provision of all future access and improvements to existing access areas must be consistent with the overriding objective of protecting coastal agriculture, environmentally sensitive habitats and other sensitive coastal resource areas. The beauty of the coast, its tranquility, and the health of its environment must not be marred by public overuse or carelessness. Visual access as well as physical access should be emphasized as an appropriate response to the needs of the public.*

Del Monte Forest LUP

Del Monte Forest LUP Policy 20: *Indigenous Monterey cypress habitat is an environmentally sensitive habitat area within the Del Monte Forest, and is presumed present within and adjacent to the area mapped in Figure 2a. All proposed development in this area shall be accompanied by a coordinated biological/arborist report prepared in consultation with the Del Monte Forest Conservancy and consistent with Policies 12 and 16, a primary purpose of which shall be to determine: the Monterey cypress habitat portion of the site; the "critical habitat area" for the site (i.e., the portion of Monterey cypress habitat on the site that is to be avoided to protect against potential damage or degradation of cypress habitat, including the microhabitat of individual cypress trees); the relative habitat sensitivity of all parts of the site, ranked from the highest sensitivity to the lowest sensitivity in terms of potential adverse impacts from development; the ways in which the cypress habitat portion of the site, the critical habitat area and the relative habitat sensitivity rankings relate to adjacent and surrounding habitat areas; and the measures to best protect Monterey cypress habitat on the site and overall, including on-site (and potentially offsite) restoration and enhancement measures. The critical habitat area shall at a minimum be defined by a 10-foot buffer applied to the outermost driplines (i.e., the tree canopies) of all of the Monterey cypress trees on and adjacent to the site, but shall also include any other areas on site that are deemed critical to preservation of existing cypress trees on and off site, or that are to be avoided due to high habitat sensitivity and/or cypress habitat preservation purposes for other reasons.*

All development in and adjacent to the Monterey cypress habitat mapped in Figure 2a shall be carefully sited and designed to avoid potential damage or degradation of Monterey cypress habitat, including the microhabitat of individual cypress trees, and shall be required to include measures that will enhance Monterey cypress habitat values. All use and development in or adjacent to indigenous Monterey cypress habitat areas shall be compatible with the objective of protecting this environmentally sensitive coastal resource. All improvements (such as structures and driveways, etc.) shall be carefully sited and designed to avoid potential damage and/or degradation of Monterey cypress habitat, including the microhabitat of individual cypress trees. Open space conservation and scenic easements are required for all undeveloped areas of a site within the Monterey cypress habitat area, and such easements shall be secured consistent with Policy 13.

Del Monte Forest LUP Key Housing Policy: *Housing opportunities for persons and families of low to moderate income should be protected and provided, both within the Forest and in outlying areas, as a function of new development within the Forest.*

Del Monte Forest LUP Policy 76: *Accessory dwelling units shall be encouraged as an appropriate means of providing affordable housing for caretakers, convalescent help, domestic employees, and others. New accessory dwelling units shall comply with all LUP development standards. Subdivisions shall not be permitted to divide a principal residence from an accessory dwelling unit…*

Del Monte Forest LUP Policy 119: *The County shall encourage the expansion of housing opportunities for low and moderate-income households, including a requirement that all new residential subdivisions contribute to the provision of low and moderate-income housing. The allowance of accessory dwelling units may also serve to further this objective in the Del Monte Forest.*

Del Monte Forest Key Public Access Policy: *Visual and physical public access to and along the shoreline and the enjoyment of public recreational values throughout the Del Monte Forest, consistent with the basic purpose of the California Coastal Act, shall be maximized. This LUP shall also seek to ensure that the beauty of the Del Monte Forest Area coast, its tranquility, and the health of its environment will not be marred by public overuse or neglect.*

Carmel Area LUP

Carmel Area LUP Policy 4.4.3.H.2: *The County shall encourage the expansion of housing opportunities in the Carmel area for low and moderate-income households. The County will:…(c) Encourage the use of accessory dwelling units and junior accessory dwelling units as an appropriate means of providing affordable housing for caretakers, ranch hands, convalescent help, and domestic employees. Subdivisions shall not be permitted to divide a principal residence from an accessory dwelling unit.*

Carmel Area LUP Policy 5.2.1: … *Inadequate parking capacity and lack of suitable -parking sites. Existing parking facilities do not satisfy the demand during peak use periods. The need for additional parking areas is indicated by the illegal though short-term parking that continually occurs at points along Scenic Road…*

Carmel Area LUP Policy 5.3.1 (Key Public Access Policy): *Public access shall be protected and provided where consistent with public safety needs and the need to protect the rights of private property owners and natural resource areas from overuse.*

Carmel Area LUP Policy 5.3.3.1.a*: The most important major access areas to be retained for long-term public use are: The Scenic Road corridor along Carmel Point, Carmel River State Beach and Point Lobos State Reserve.*

Big Sur Coast LUP

Big Sur LUP Policy 3.2.1 (Key Visual Resource Policy): *Recognizing the Big Sur coast's outstanding beauty and its great benefit to the people of the State and Nation, it is the County's objective to preserve these scenic resources in perpetuity and to promote the restoration of the natural beauty of visually degraded areas wherever possible. To this end, it is the County's policy to prohibit all future public or private development visible from Highway 1 and major public viewing areas (the critical viewshed), and to condition all new development in areas not visible from Highway 1 or major public viewing areas on the siting and design criteria set forth in Sections 3.2.3, 3.2.4, and 3.2.5 of this plan. This applies to all structures, the construction of public and private roads, utilities, lighting, grading and removal or extraction of natural materials.*

Big Sur LUP Polic 5.1.2: *A serious housing shortage exists for employees in Big Sur, particularly in the visitor industry. Because there is little housing available, employees have at times been forced to camp-out, live in cars, or move in with friends. The shortage of affordable housing has also made recruitment of skilled employees difficult. Several factors affect solutions to the housing problems: the costs of land and housing precludes the use of traditional housing assistance programs; and year-round employment is not at a high enough level to support traditional single and multiple family housing projects. Employee housing provided by an employer must be a primary source of affordable housing in the area. Accessory dwelling unit housing, which has traditionally provided shelter for many long-time residents and employees, will also continue to be an important element of the affordable housing supply.*

Big Sur LUP Policy 5.3.3: *… Accessory dwelling units, consistent with State law, are allowed but must comply with all the resource protection provisions, including but not limited to the Critical Viewshed Policy of this LUP. Accessory dwelling units in the Big Sur Coastal Planning Area shall not exceed 1,000 square feet. Rental of an entire accessory dwelling unit or portion of an accessory dwelling unit for less than 90 days shall be prohibited.*

Big Sur LUP Policy 5.4.3.I.2: *The County shall encourage the expansion of housing opportunities for low and moderate income households. The County shall:… (c) Encourage the use of accessory dwelling units and junior accessory dwelling units as an appropriate means of providing affordable housing for caretakers, ranch hands, convalescent help, and domestic employees. Subdivision shall not be permitted to divide a principal residence from an accessory dwelling unit.*

Big Sur LUP Policy 6.1.3 (Key Public Access Policy)*: The rights of access to the shoreline, public lands, and along the coast, and opportunities for recreational hiking access, shall be protected, encouraged and enhanced…*

Consistency Analysis

As existing and amended, the LUPs include specific policy direction to provide for ADUs as an important means to facilitate affordable and workforce housing opportunities. The LUPs also include a suite of provisions that protect coastal resources, including ones that protect agriculturally productive soils, sensitive habitats, and public views. At this broad level, the proposed amendment is consistent with this framework since conformance with all applicable LCP provisions is required for non-exempt ADU development. Put another way, and as explained above, ADUs are a permissible land use in all zones that already allow single-family residences, but conformance with all applicable coastal resource protections of the LCP is required for all non-exempt ADUs.

More specifically, the proposed IP changes can largely be understood to have three primary functions: allowing for ADU construction in all zoning districts where residential use is allowed, introducing JADUs as an allowable form of housing, and streamlining the permitting process for ADUs and JADUs. The most substantial of these changes is the lifting of existing blanket prohibitions on constructing ADUs in certain areas and on certain parcels, including lifting the existing ban on ADUs on parcels two acres or smaller in Big Sur and/or not connected to public sewer, in native Monterey cypress habitat, and on parcels with a B-8 zoning overlay. The IP changes also mirror the LUP locational changes described above, including the elimination of both the 40-acre minimum parcel size in the Carmel Area and the 50-unit ADU cap in Big Sur. Notably, while the proposed amendment would lift certain blanket prohibitions on ADUs in these areas, other existing coastal resource protection policies that protect sensitive resources in these areas would remain in effect.[26] For instance, in the time since the Commission last approved LCP ADU changes in 2015, it approved significant policy

[26] Indeed, under the proposed changes, CDPs for ADUs/JADUs would be processed in accordance with IP Section 20.76, which requires findings of consistency with the LCP. Again, however, the proposed amendment also reflects the fact that the Coastal Act exempts certain residential development from CDP requirements (per Section 30610), and its implementing regulations specify the conditions under which such exemptions apply (per CCR Section 13250). Specifically, the regulations exempt attached ADUs from CDP requirements unless they are located on a beach, wetland, ESHA, seaward of the mean high tide line, and in areas that area designated highly scenic in the LUP. Detached ADUs are not exempt. The proposed amendment reflects these same provisions. As a result, exempt ADUs are not required to meet LCP requirements, which means the LCP's coastal resource protection policies will not apply in those cases. Fortunately, however, the restrictions against exemptions in significant coastal resource areas, discussed above, ensure that LCP provisions will be applied in areas where significant coastal resources are present.

protections for native Monterey cypress habitat located in the narrow stretch of coast between Cypress Point and Pescadero Point in the Del Monte Forest area, all of which the Commission has found to be ESHA.[27] Specifically, Policy 20 of the Del Monte Forest LUP (and its associated IP policy[28]) lays out exacting standards for the protection of native Monterey cypress habitat,[29] and any ADU constructed in such habitat would have to adhere to these policies just as would any other development, including garages, residences, driveways, etc. As such, lifting the blanket prohibition on ADUs in these areas will not result in ADUs sited in inappropriate locations; it simply means that ADUs will be addressed in a different, but still resource-protective, way consistent with the same LCP requirements that govern other types of residential development. Similarly, while the IP changes would allow for ADUs within those agricultural zoning districts that already allow for other kinds of residential development,[30] the LUPs (and particularly the North County LUP[31] where lands with such zoning are primarily located) strictly limit the conversion of agricultural lands. Because non-exempt ADUs must be consistent with these agricultural protection LUP policies, they will not be permitted to convert or otherwise adversely impact agricultural lands.[32]

The proposed IP changes would also lift the prohibition on ADUs in North County and add a suite of water efficiency measures[33] intended to reduce residential water consumption on properties where ADUs/JADUs are developed. The existing ADU prohibition is in place because of the strict water use limitations imposed by the LUP due to the longstanding overdraft of the aquifers that comprise the sole water source in the North County area. As previously discussed in greater detail in the Coastal Act consistency findings, a narrow focus on maximizing water availability for agricultural

[27] See LCP amendment LCP-3-MCO-16-0070-2, approved in 2017.

[28] See IP Section 20.147.040.D.2.

[29] Among other things, by requiring development to be sited in the least sensitive portion of the site, prescribing a maximum building envelope of 15% of the lot, and requiring restoration and deed restrictions/open space easements on the remaining undeveloped portions of the lot.

[30] Notably, this allowance was specifically highlighted by State HCD as necessary for compliance with State ADU law.

[31] See, for example, North County LUP Key Agricultural Policy 2.6.1.

[32] In addition to the above-described LUP policies, the IP also includes standards for residential and other development to ensure it is sited and designed in a manner to avoid prime and productive soils and be subordinate to and not interfere with agricultural production. For example, IP Section 20.30.070(D) requires new development within the Coastal Agricultural Preserve zone, which covers most of North County's row crop operations, to "be sited in a manner to reduce loss of productive agricultural land, provide efficient farming practice and patterns, reduce impacts on adjoining agricultural operations, and preserve existing environmental resources." It is also important to note that much of North County's agricultural lands are comprised of large commercial row crop operations where the demand to convert such bona fide production to non-agricultural estate residential development is low. And, as described herein, there are tools to address any potential problematic proposals.

[33] One such requirement is that washing machines and dishwashers be Energy Star certified. The US EPA has recently indicated it intends to discontinue Energy Star certification. If the program is indeed discontinued, this policy would be understood to require the same water efficiency standards necessary for Energy Star certification (i.e., 4.3 gallons per cycle per cubic foot capacity for clothes washers and 3.2 gallons per cycle for dishwashers).

production would ignore the significant and important role housing plays in the broader agricultural economy. The agricultural economy is dependent on workers, who are dependent on reasonably affordable and available workforce housing. This nuance is implicitly acknowledged by the LUP, which includes a retinue of policies aimed at promoting affordable housing, including specifically encouraging "the use of accessory dwelling units and junior accessory dwelling units as an appropriate means of providing affordable housing." Indeed, the LUP requires the County to "re-evaluate ordinances and policies which impose constraints to low and moderate income housing opportunities." The proposed amendment does just this; it would lift the current prohibition on ADU construction in North County and add JADUs as an additional source of small-scale housing which is more likely to be more affordable. As such, while the LUP significantly restricts new water-using development, it also calls for more of the exact types of housing the proposed IP changes provide for (in part to protect the agricultural economy necessary for long-term agricultural viability). A balanced reading of these policies points to a framework like that proposed here, where ADUs and JADUs may be constructed in North County, so long as they are paired with water efficiency improvements. Such improvements will help reduce residential water use consumption and offset potential water supply impacts, ensuring consistency with the LUP Policy 4.3.5.7 requirement for water conservation measures for all new development.

Similar logic applies to the other planning areas (and particularly Big Sur), which are dominated by visitor-serving economies of critical importance to the public access experience. Such economies also rely on workers, whose presence in the community also helps weave its fabric, contributing to the special character of these coastal communities. However, many workers in coastal Monterey's visitor-serving economy live far inland, commuting significant distances daily on congested roads because the housing that would be affordable to them is simply absent. Put another way, housing affordability on the Monterey coast is, at least in part, a public access issue. As such, all of the LUPs encourage the construction of affordable housing and specifically identify ADUs and JADUs as an appropriate approach to help provide housing that may be naturally more affordable. Furthermore, the restriction of rental terms to 31 days or more (90 or more in Big Sur) means that the ADUs and JADUs built under these new regulations are more likely to actually be used for the long-term housing so desperately needed across the County's coastal zone. So, in this way, the proposed IP changes would benefit public access, which can be found consistent with the LUPs' public access[34] and affordable housing[35] provisions.[36]

As for potential impacts to general public coastal access, increasing the opportunities for ADU construction can generally be expected to be relatively innocuous, particularly

[34] See, for example, North County LUP Policy 6.2, Big Sur Coast LUP Policy 6.1.3, Carmel Area LUP Policy 5.3.1, and Del Monte Forest LUP Key Public Access Policy.

[35] See, for example, North County LUP Policy 4.3.6.D.; Big Sur Coast LUP Policies 5.1.2, 5.3.3, and 5.4.3.I.2; Carmel Area LUP Policy 4.4.3.H.2; and Del Monte Forest LUP Key housing policy and Policies 76 and 119.

[36] Where the same caveats identified above applicable to the lack of explicit limitations of use to employee housing in Big Sur also apply in the IP consistency analysis, and are incorporated by reference here.

since the vast majority of ADUs would not be constructed along the immediate shoreline given the particular geography of the County's built environment. In fact, the only residential neighborhood near the coast where residents significantly compete with visitors for scarce on-street beach parking is within the Carmel Point neighborhood, which sits on a rocky point dividing Carmel Beach from Carmel River State Beach, and where the limited public street parking is of critical importance for beach access. To address potential conflicts between public use of this parking for beach access and increased private use of this parking associated with ADUs that do not incorporate on-site parking, the proposed IP requires on-site parking for any ADUs[37] constructed on a handful of lots along the seaward edge of the neighborhood, where the public use of street parking for beach access is most common (see **Exhibit 4**). These few lots would be the only place in the County with on-site ADU parking requirements, and is the only location where such a requirement is prudent.[38] This will ensure consistency with Carmel LUP Policy 5.3.3.1.a that specifically identifies, and protects for public use, Scenic Road (the coastal road around Carmel Point) and Carmel River State Beach as two of the three most important public access areas in the Carmel area.

In terms of permitting, the proposed amendment creates a streamlined process for ADUs and JADUs consistent with State ADU law, where CDP applications will be processed within 60 days and without a local public hearing, and certain directly attached (to an existing residence) ADUs may be exempt from CDPs altogether. On this point, it is noted that Coastal Act Section 30610(a) establishes that certain types of improvements to existing single-family residences may be exempt from CDP requirements, and CCR Section 13250 identifies the circumstances that determine when a CDP is and is not required. That CCR section establishes that self-contained residential units that are directly attached to existing single-family residences, like ADUs, can be exempted, but that detached such units cannot.[39] Importantly, CCR Section 13250 also specifies the circumstances when any such residential development requires a CDP, including as it relates to such self-contained units (e.g., if located on/in beaches, wetlands, ESHA, seaward of the mean high tide line, designated highly scenic areas, or within 50 feet of the edge of a coastal bluff; certain types of development seaward of the first public road; if a prior CDP specified that future development would require a CDP; etc.). Thus, as long as an ADU is directly attached to an existing home (i.e., through a shared structural wall, etc.), then it may be exempt as long as it is not locationally or otherwise disqualified for an exemption under CCR Section 13250. The County has proposed language that mostly mirrors this understanding, stating that

[37] No such parking is required for JADUs.

[38] Again, this is because most residential development is located inland and away from the shore (e.g., in Big Sur and North County) or in areas where on-street parking is not in such a high demand and there is relatively little conflict between public vs. private use (e.g., in Yankee Point and within the Del Monte Forest).

[39] CCR Section 13250 had historically been interpreted by the Commission to mean that self-contained residential units were not exemptible, regardless if they were directly attached or detached. And the Commission's most recent ADU guidance distributed to local governments says as much. However, a recent appellate court case from just last year determined that CCR Section 13250 distinguishes between attached and detached units, where detached units are not exemptible but attached units are (see *Riddick v. City of Malibu* (2024) 99 Cal.App.5th 956, 317 Cal.Rptr.3d 895).

ADUs may be exempt from CDP requirements if they satisfy two criteria: they are directly attached to an existing residence, and they do not fall under any of the locational exceptions of CCR Section 13250 (see page 19 of **Exhibit 2**).

Two things to note. First, the County's proposed language refers to "an existing residence." However, CCR Section 13250 is clear that the exemption only potentially applies where there is an existing single-family residential building, and not a residence more broadly (e.g., a multi-family residential building is not covered by Coastal Act Section 30610(a) or CCR Section 13250). Second, where the County's proposed language refers to CCR Section 13250 for the circumstances when a proposed ADU would not be exempt, it only references that section's locational criteria. However, and as described above, although CCR Section 13250 includes locational criteria that establishes when a CDP is required, it also includes other criteria that establishes when a CDP is required. Because it derives its statutory authority as it pertains to coastal permitting from the Coastal Act, an LCP cannot exempt development from CDP requirements that is not exempt under the Coastal Act and its implementing regulations.[40] The County has indicated that its intent with this ADU exemption language was to match the CDP exemption potentially available to ADUs via Coastal Act Section 30610(a) and CCR Section 13250. Thus, in evaluating the proposed LCP amendment, the Commission understands proposed IP Section 20.64.030.G.1 to mean "an existing single-family residence" where it identifies "an existing residence," and to mean "the criteria that would require a CDP via" where it identifies "the locational exceptions of."[41]

Although exempt ADUs will not require CDPs and thus will not be measured against the LCP's coastal resource protection provisions, three additional things are noted. First, this is the manner in which CDP exemptions are treated under the Coastal Act, and it is therefore Coastal Act consistent that these projects not be subject to that scrutiny. Second, and importantly in any case, most exempt units will be located in areas without significant coastal resources because the criteria that require CDPs under CCR Section 13250 do not allow for exemptions in most significant resource areas, as described above. Third, while it is true that CCR Section 13250 does not explicitly require a CDP for self-contained residential units directly attached to single-family residential buildings on agricultural land, which is prevalent in the County's coastal zone, and particularly in the North County area, it is not expected that any applicable CDP exemptions will lead to any sort of significant agricultural impacts because such units would be limited to 1,200 square feet directly attached to single-family residential buildings, including via shared structural walls, and would presumably in most, if not all, cases share the same driveway for practical purposes.[42] Put another way, the exemption is actually a self-regulating clustering provision that should be able to steer development to what is most likely an already generally developed area near an existing residence, and not to

[40] The Coastal Act provides for a different form of exemption through a categorical exclusion process, but that is a separate process from an LCP amendment process, and it is not proposed here.

[41] In addition, no ADU can be exempt if improvements to water wells and septic systems are required (per Section 13250(b)(3)), so core water and wastewater services will be addressed too.

[42] Construction of a new driveway associated with an ADU would require a CDP even if the ADU itself was exempt from CDP requirements.

somewhere that might lead to a significant diminishment of agricultural resource values. Non-exempt ADUs on agricultural land would be required to be evaluated against the LCP's coastal resource protection provisions, which should ensure the same thing. For these reasons, it is not necessary to add additional provisions specific to ADUs on agricultural land.

Furthermore, the proposed changes to general CDP exemption language in the IP will bring that language better in line with the Commission's own exemption regulations, closing potential loopholes that could have been interpreted to allow for the exemption of development in inappropriate locations (e.g., in ESHA).[43] Overall, these exemption and streamlining changes will allow for easier and faster permitting without sacrificing the LUPs' coastal resource protections, thus appropriately facilitating housing opportunities consistent with the LUPs.

Finally, the proposed IP amendment makes a number of other changes to bring the LCP into conformance with State ADU law that are non-substantive from a coastal resource/LUP consistency perspective. Such changes include updates to height and setback rules, and allowing for the sale of certain ADUs separate from the primary residence on the property, and do not raise consistency concerns with the LUPs.

In sum, the proposed IP changes are a suite of implementing regulations that broadly expand housing opportunities across the County's coastal zone without compromising the robust coastal resource protection provisions of the LUPs. As such, the Commission finds that the proposed LCP amendment conforms with and is adequate to carry out the LUPs, and can be approved as submitted.

D. California Environmental Quality Act (CEQA)

CEQA Section 21080.5(d)(2)(A) prohibits a proposed LCP or LCP amendment from being approved if there are feasible alternatives and/or feasible mitigation measures available that would substantially lessen any significant adverse effect that the LCP or LCP amendment may have on the environment. Although local governments are not required to satisfy CEQA in terms of local preparation and adoption of LCPs and LCP amendments, many local governments use the CEQA process to develop information about proposed LCPs and LCP amendments, including to help facilitate Coastal Act review. In this case, the County exempted the proposed amendment from environmental review (citing CEQA Section 15265), and determined that no possibility exists that the amendment may have a significant effect on the environment.

The Coastal Commission is not exempt from satisfying CEQA requirements with respect to LCPs and LCP amendments, but the Commission's LCP/LCP amendment review, approval, and certification process has been certified by the Secretary of the Natural

[43] In any case, the specific language regarding potential CDP exemptions related to ADUs (in LCP Section 20.64.030.G.1) governs in this respect over the general LCP exemption language (found in LCP Section 20.70.120.A). This is important as the specific ADU language tracks the Commission's regulations in Section 13250 as described above, but the general language, if interpreted to apply to ADUs, does not, and could be used otherwise to authorize detached ADUs without a CDP. The Commission's understanding in reviewing and approving the proposed LCP amendment is based on the specific ADU exemption language taking precedence in this respect.

Resources Agency as being the functional equivalent of the environmental review required by CEQA (CCR Section 15251(f)). Accordingly, in fulfilling that review, this report has discussed the relevant coastal resource issues with the proposal, and has concluded that approval of the proposed LCP amendment is not expected to result in any significant environmental effects, including as those terms are understood in CEQA.

Accordingly, it is unnecessary for the Commission to suggest modifications (including through alternatives and/or mitigation measures) as there are no significant adverse environmental effects that approval of the proposed amendment would necessitate. Thus, the proposed amendment will not result in any significant adverse environmental effects for which feasible mitigation measures have not been employed, consistent with CEQA Section 21080.5(d)(2)(A).

3. APPENDICES

A. Substantive File Documents

- LCP Amendment File for LCP-3-MCO-25-0034-1 Part A

B. Staff Contact with Agencies and Groups

- Monterey County Housing and Community Development Department
- California Department of Housing and Community Development

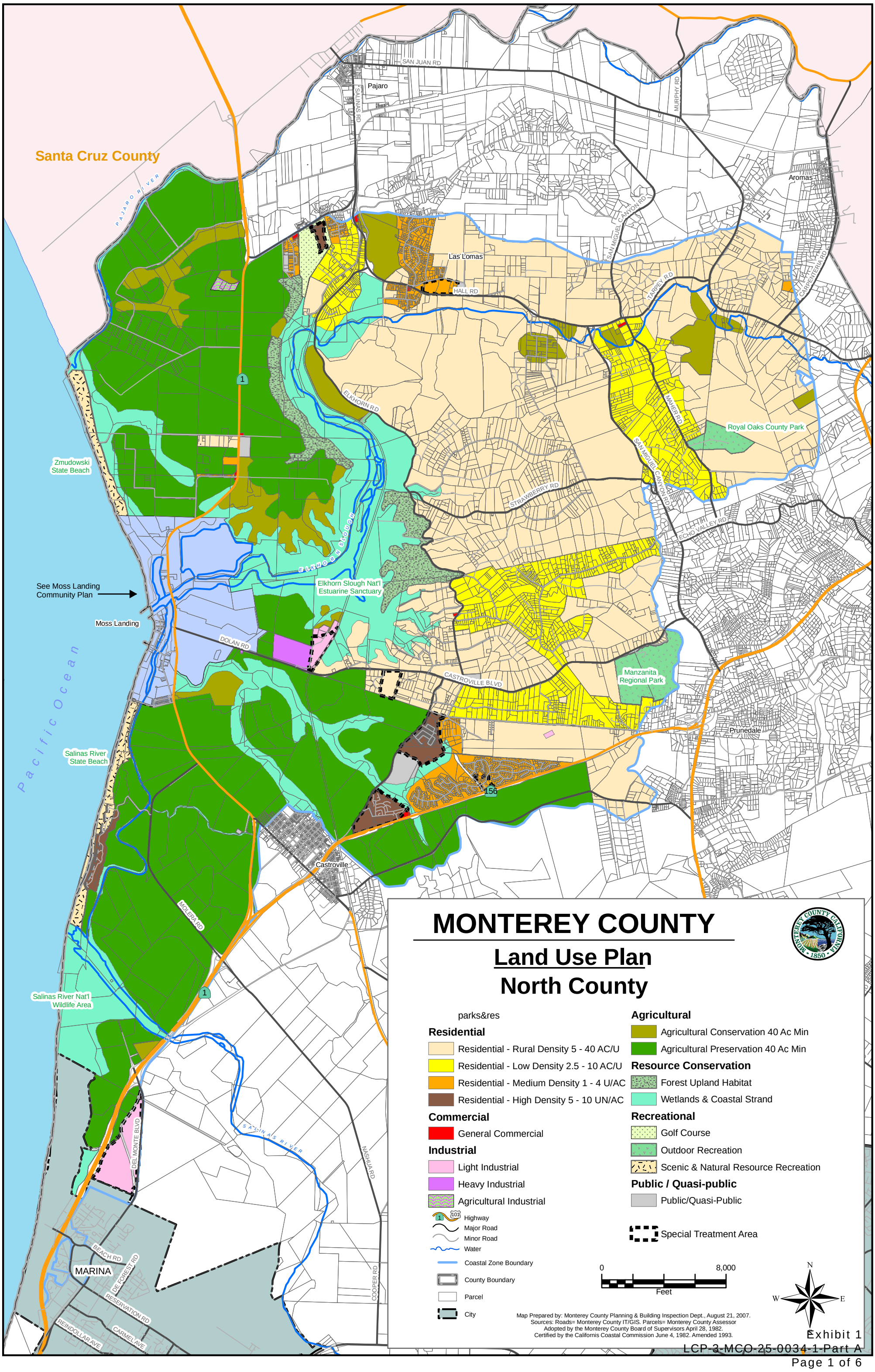
CALIFORNIA COASTAL COMMISSION
CENTRAL COAST DISTRICT
725 FRONT STREET, SUITE 300
SANTA CRUZ, CA 95060
PHONE: (831) 427-4863
EMAIL: CENTRALCOAST@COASTAL.CA.GOV
WEB: WWW.COASTAL.CA.GOV

F13b

LCP-3-MCO-25-0034-1-PART A (ACCESSORY DWELLING UNITS)
OCTOBER 10, 2025 HEARING
EXHIBITS

Table of Contents

Exhibit 1: Monterey County Planning Areas
Exhibit 2: Proposed LUP and IP Amendment
Exhibit 3: Existing IP ADU Regulations
Exhibit 4: Proposed Map of Parcels Subject to ADU Parking Requirements



MONTEREY COUNTY

Land Use Plan

North County

parks&res

Residential
- Residential - Rural Density 5 - 40 AC/U
- Residential - Low Density 2.5 - 10 AC/U
- Residential - Medium Density 1 - 4 U/AC
- Residential - High Density 5 - 10 UN/AC

Commercial
- General Commercial

Industrial
- Light Industrial
- Heavy Industrial
- Agricultural Industrial

Highway
Major Road
Minor Road
Water
Coastal Zone Boundary
County Boundary
Parcel
City

Agricultural
- Agricultural Conservation 40 Ac Min
- Agricultural Preservation 40 Ac Min

Resource Conservation
- Forest Upland Habitat
- Wetlands & Coastal Strand

Recreational
- Golf Course
- Outdoor Recreation
- Scenic & Natural Resource Recreation

Public / Quasi-public
- Public/Quasi-Public

Special Treatment Area

0 8,000
Feet

N
W E
S

Map Prepared by: Monterey County Planning & Building Inspection Dept., August 21, 2007.
Sources: Roads= Monterey County IT/GIS. Parcels= Monterey County Assessor
Adopted by the Monterey County Board of Supervisors April 28, 1982.
Certified by the California Coastal Commission June 4, 1982. Amended 1993.

DEL MONTE FOREST

Land Use Plan

Refer to the Greater Monterey Peninsula Area Plan for land use within this area.

Area of Scientific and Biological Significance and Carmel Bay Ecological Reserve boundary

Entrance Gate
Highway
Del Monte Forest Boundary
Coastal Zone Boundary
Stream
PLANNING AREA
CITY LIMITS
Planning Unit
Parcel

Residential
Residential - Low Density
Residential - Medium Density
Residential - High Density

Commercial
General Commercial
Institutional
Visitor Serving

Open Space
Forest
Recreational
Shoreline

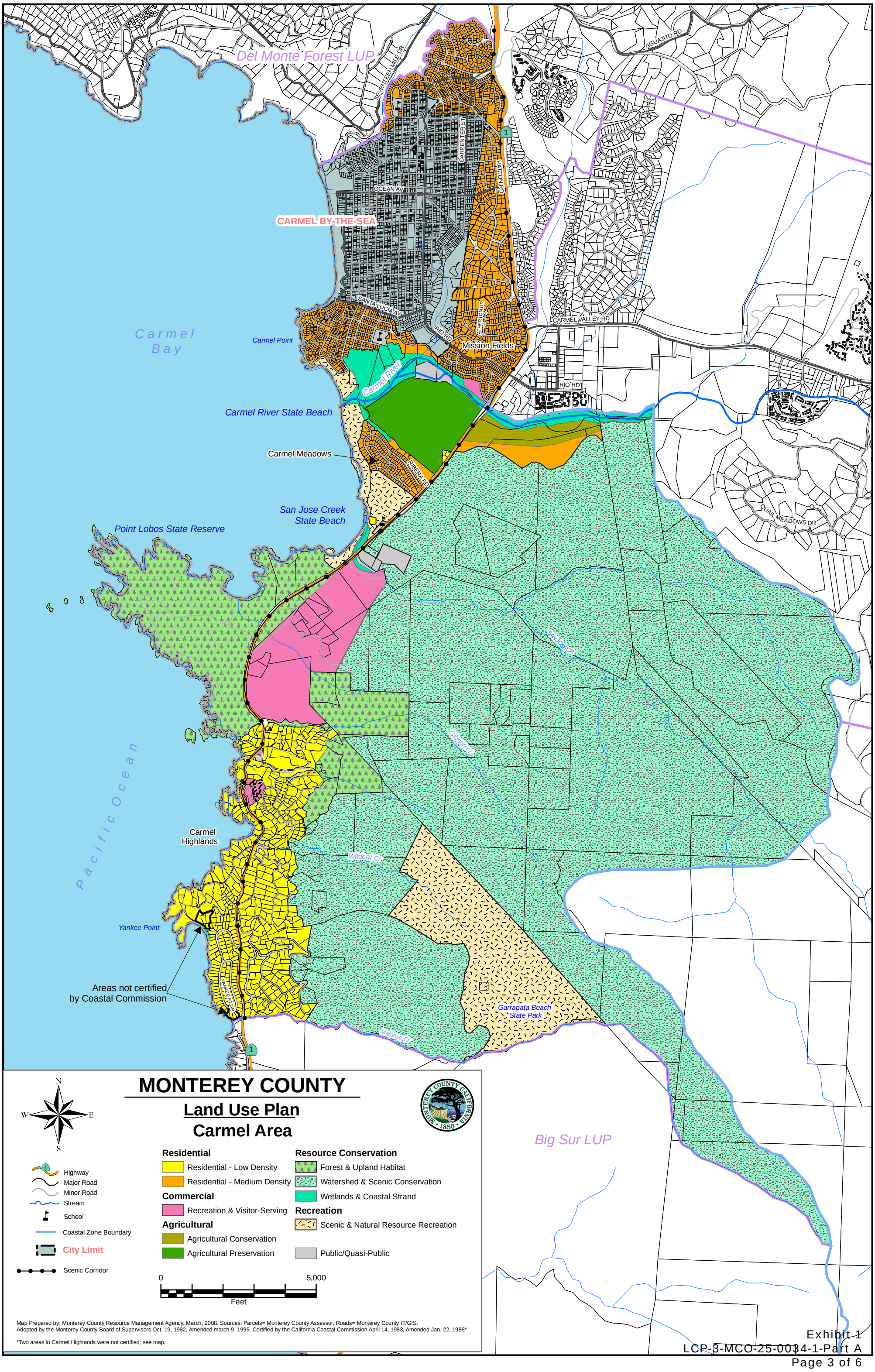
S.F.B. Morse Preserve
Huckleberry Hill Natural Habitat Area

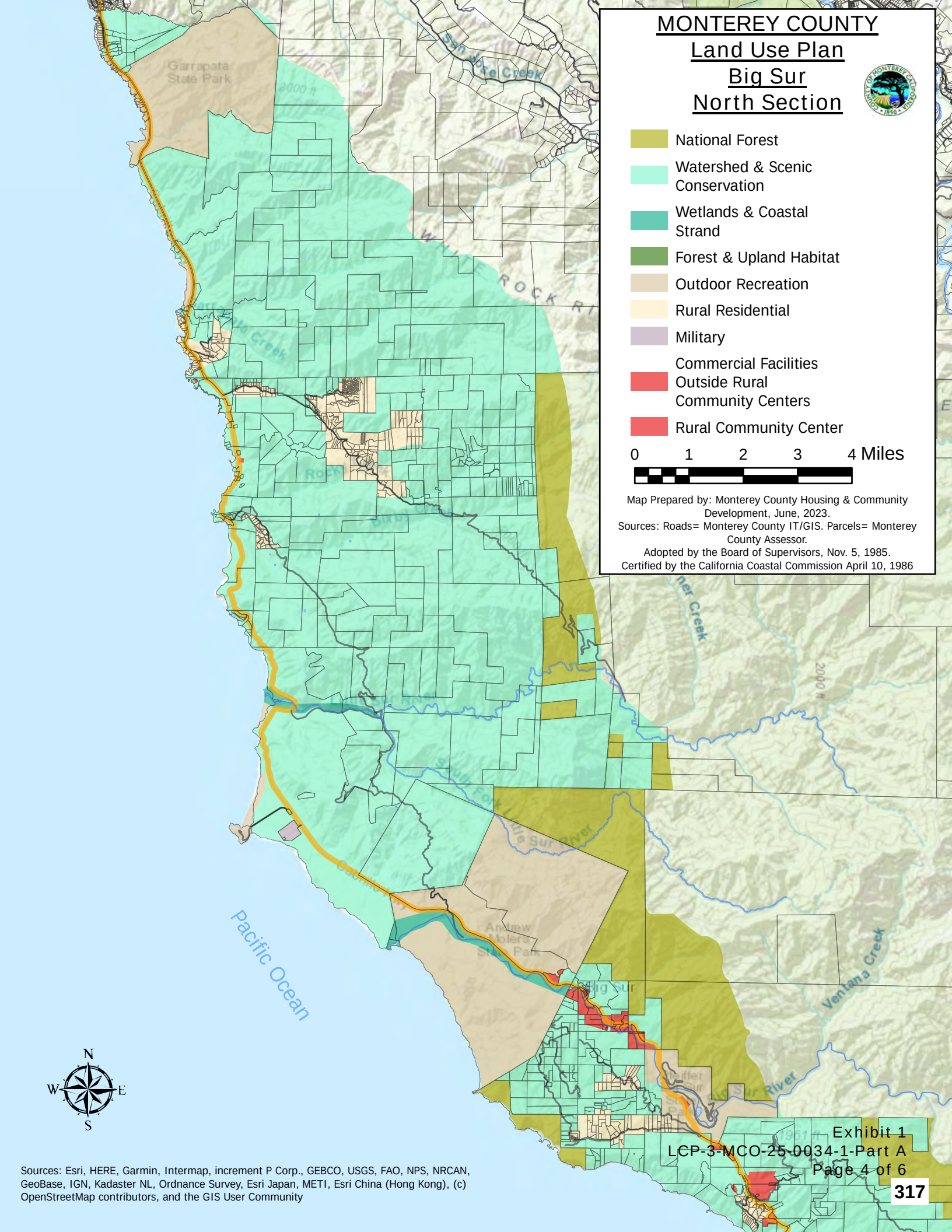
See LUP text for map sources.

0 1,000 2,000 4,000
Feet

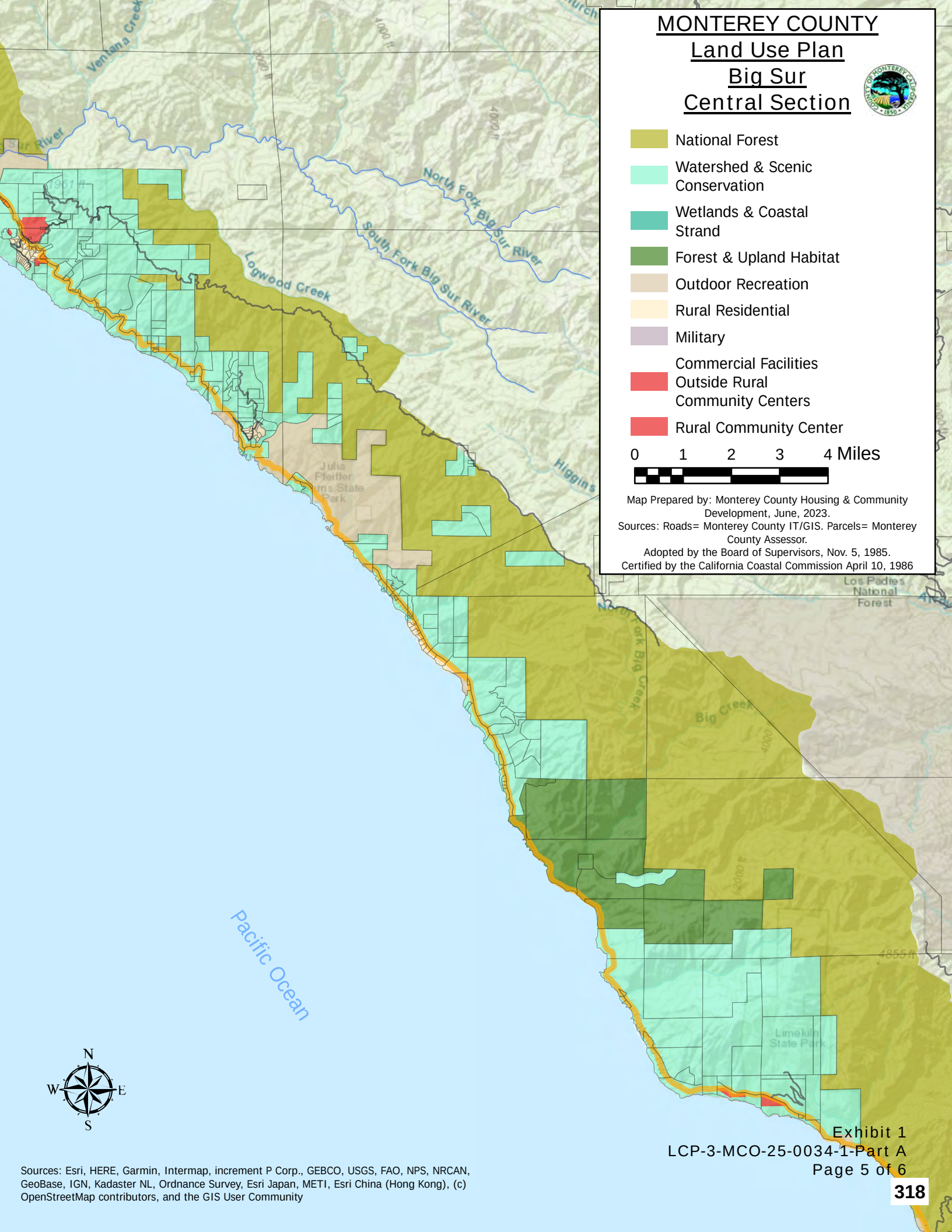
N W E S

Figure 5

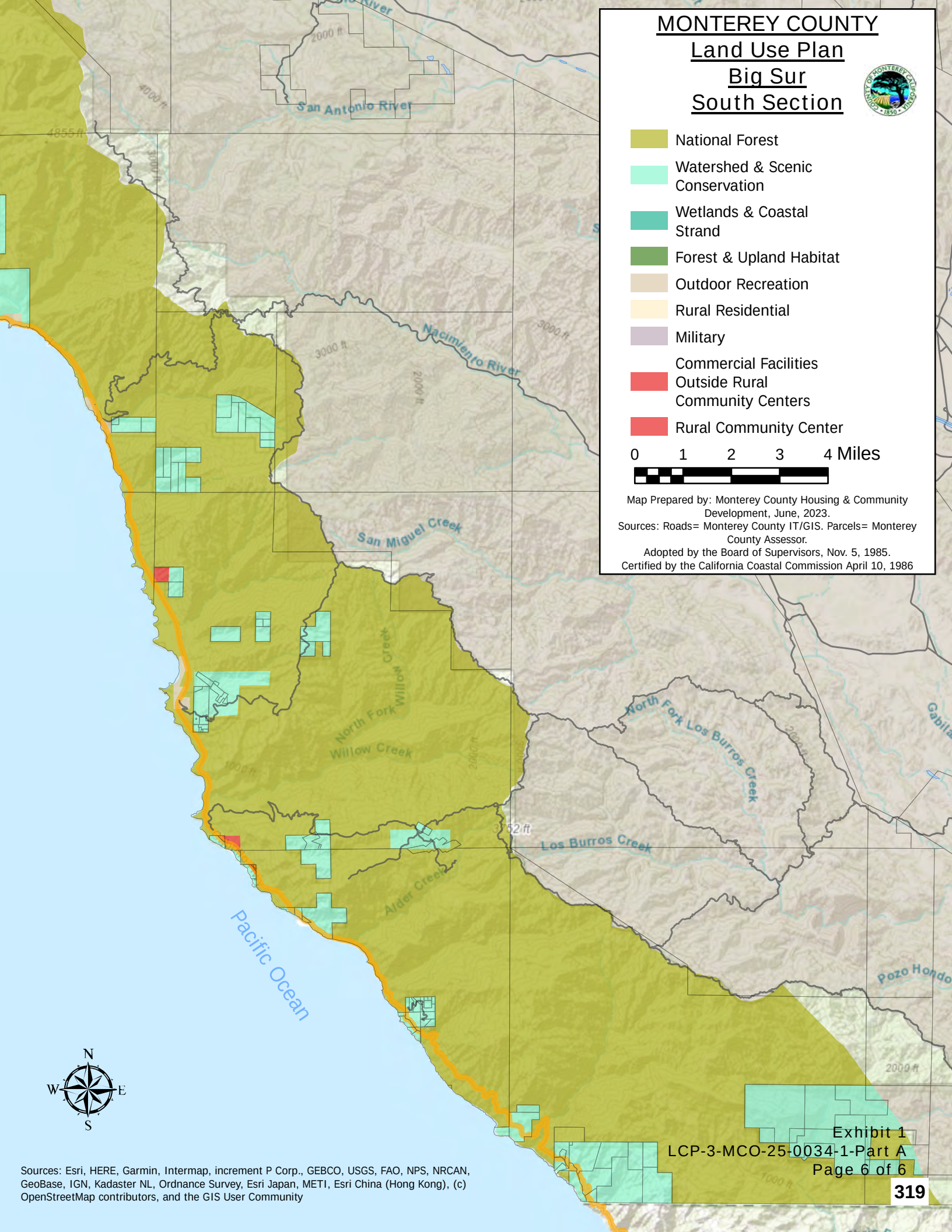

Del Monte Forest LUP
SEVENTEEN MILE DR
AGUAJITO RD
CARPENTER ST
HATTON RD
OCEAN AV
CARMEL BY-THE-SEA
SANTA LUCIA AV
ATHERTON DR
RIO RD
CARMEL VALLEY RD
Mission Fields
Carmel Point
Carmel River
Carmel River State Beach
Carmel Meadows
RIBERA RD
San Jose Creek
State Beach
Point Lobos State Reserve
Carmel
Bay
Pacific Ocean
SAN JOSE CR
Gibson Cr
Wildcat Cr
Carmel
Highlands
Yankee Point
YANKEE POINT DR
Areas not certified
by Coastal Commission
Garrapata Beach
State Park
Malpaso Cr
QUAIL MEADOWS DR
Big Sur LUP
MONTEREY COUNTY
Land Use Plan
Carmel Area
Residential
Residential - Low Density
Residential - Medium Density
Commercial
Recreation & Visitor-Serving
Agricultural
Agricultural Conservation
Agricultural Preservation
Resource Conservation
Forest & Upland Habitat
Watershed & Scenic Conservation
Wetlands & Coastal Strand
Recreation
Scenic & Natural Resource Recreation
Public/Quasi-Public
Highway
Major Road
Minor Road
Stream
School
Coastal Zone Boundary
City Limit
Scenic Corridor
N
S
E
W
0
5,000
Feet
Map Prepared by: Monterey County Resource Management Agency, March, 2008. Sources: Parcels= Monterey County Assessor, Roads= Monterey County IT/GIS.
Adopted by the Monterey County Board of Supervisors Oct. 19, 1982, Amended march 9, 1995. Certified by the California Coastal Commission April 14, 1983, Amended Jan. 22, 1985*
*Two areas in Carmel Highlands were not certified; see map.



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

DRAFT AMENDMENTS TO CARMEL AREA, BIG SUR COAST AND NORTH COUNTY LAND USE PLANS

(Proposed amendments shown in strikethrough and underline)

Amendments to Carmel Area Land Use Plan

1. Subsection c) is added to subsection 2 of subsection H of section 4.4.3 is amended to read as follows:

c) Encourage the use of accessory dwelling units and junior accessory dwelling units as an appropriate means of providing affordable housing for caretakers, ranch hands, convalescent help, and domestic employees. ~~It is preferred that these accommodations be attached to the principal residence. Detached accessory dwelling units shall not exceed 1,200 square feet in size and shall be limited to parcels of 40 acres or greater.~~ Subdivisions shall not be permitted to divide a principal residence from an accessory dwelling unit. ~~Additional employee housing is permitted for priority uses (i.e. ranching) in one dormitory/bunkhouse or in temporary structures (i.e. mobile homes) consistent with all other plan policies. Only one accessory dwelling unit shall be allowed on a parcel.~~

Amendments to Big Sur Coast Land Use Plan

1. The first paragraph of subsection 2 of section 5.3.1, is amended to read as follows:

Protection of watersheds, streams, plant communities, and scenic values is the primary objective. Principal uses in this category include agriculture/grazing and supporting ranch houses and related ranch buildings. Recreational facilities permitted in the Outdoor Recreation category including rustic inn or lodging units, hostels; forestry, mineral extraction, aquaculture and related facilities; and accessory dwelling units, junior accessory dwelling units, rural residential and employee housing associated with any of these uses are secondary, conditional uses that will be considered on their individual merits. Where on-site dining facilities are allowed for the inn units, they must be limited to that which is needed to serve on-premises overnight guests.

2. Subsection 6 of section 5.3.1, is amended to read as follows:

Rural residences are considered a principal use on vacant parcels where applicable resource protection policies can be met. Secondary uses appurtenant to rural residences include accessory dwelling units, junior accessory dwelling units, garages, work or storage sheds,

and art or craft studios. Accessory dwelling units and junior accessory dwelling units are allowed in this land use category for the purpose of creating long term housing.

3. Section 5.3.3 is amended to read as follows:

The plan permits development on existing vacant or partially developed parcels based on conformance to the standards of the plan. It is estimated that there are 800 such parcels and that approximately 100 new parcels could be created through subdivision. The plan also permits ~~up to 50~~ accessory dwelling units and junior accessory dwelling units. Expansion of lodging facilities in the Big Sur Valley, Lucia, Pacific Valley and Gorda is possible to some extent. Up to 50 hostel units can be constructed. Employee housing may also be constructed to serve commercial visitor-serving facilities and State and Forest Service facilities. The inn unit density standards are expected to hold inn development to less than 300 new units.

The policies that follow establish a slope density formula as the determinant of potential residential development. A conversion factor is available in the Watershed and Scenic Conservation land use designation that permits potential residential units to be developed as inn units at the rate of two inn units per residence (up to a maximum of 8 per parcel), thereby establishing potential buildout for this major land use category.

Consequently, long range development of the coast will depend upon the choices made by landowners over time. A strong response to demand for visitor facilities will result in a reduction in residential construction potential. For example, if 100 additional residential units are ultimately approved for development in the Watershed and Scenic Conservation area, this could result in 100 residences. It could also result in 50 residences and 100 inn units, or no residences and 200 inn units, etc. While this is only illustrative, it shows the relationship of visitor-serving facilities and residential development based on the conversion factor. An important condition of the plan is that property can be devoted to either residential or visitor-serving overnight accommodations, or a combination of both, but that density credit cannot be applied for both uses from the same acreage.

The plan is flexible concerning the siting of new development, allowing a range of land use proposals to be made at any particular location. Yet the plan's resource protection standards, and slope and road requirements, are stringent, ultimately causing new development to be sited on the most physically suitable locations and limiting buildout to a level that can be accommodated on those sites that can meet all of the plan's requirements.

Table 1 summarizes the major categories of development according to the locations at which the use could take place and provides standards to guide the density at which campgrounds can be clustered on the site. No limitation is established in the plan for the number of campsites that could be developed.

Accessory dwelling units, consistent with State law, are allowed but must comply with all the resource protection provisions, including but not limited to the Critical Viewshed Policy of this LUP. Accessory dwelling units in the Big Sur Coastal Planning Area shall not exceed 1,000 square feet. Rental of an entire accessory dwelling unit or portion of an accessory dwelling unit for less than 90 days shall be prohibited.

4. Subsection c (1) of section 1 of Table 1 is repealed.

5. Subsection e) and subsection f) of subsection 1 of subsection I of section 5.4.3 are added to read as follows:

e) Allow existing guesthouse units to be converted to accessory dwelling units and junior accessory dwelling units for long term housing.

f) Allow new accessory dwelling units and junior accessory dwelling units to be permitted for long term housing.

6. Subsection c of subsection 2 of subsection I of section 5.4.3 is amended to read as follows:

c) Encourage the use of accessory dwelling units and junior accessory dwelling units as an appropriate means of providing affordable housing for caretakers, ranch hands, convalescent help, and domestic employees. ~~Detached accessory dwelling units shall not exceed 1,200 square feet in size.~~ Subdivision shall not be permitted to divide a principal residence from an accessory dwelling unit~~s~~. ~~Only one accessory dwelling unit shall be allowed on the parcel. All such units shall be considered as a part of the residential buildout allowed by this plan.~~

~~A total of 50 such units may be allowed in the area of the Big Sur Land Use Plan.~~

Amendments to North County Land Use Plan

1. Subsection c) of subsection 2 of subsection *Low and Moderate Income Housing* of subsection D of section 4.3.6 is added to read as follows:

c) Encourage the use of accessory dwelling units and junior accessory dwelling units as an appropriate means of providing affordable housing. Subdivisions shall not be permitted to divide a principal residence from an accessory dwelling unit. All such units shall not be considered as part of the residential buildout allowed by this plan.

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Commission Staff Note: The proposed language below shows some changes in strikethrough and underline format. However, for changes where sections of the IP are added as completely new, and for Section 20.64.030 which is proposed to be replaced in its entirety, the proposed language is not underlined, rather, the text of the document indicates the language is new. Additionally, the existing text of Section 20.64.030 which this amendment would fully replace, is shown in Exhibit 3.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDING TITLE 20 (COASTAL ZONING) OF THE MONTEREY COUNTY CODE RELATING TO ACCESSORY AND JUNIOR DWELLING UNITS

County Counsel Summary

This ordinance amends the County's zoning regulations for accessory and junior dwelling units in the unincorporated coastal zone of Monterey County. The ordinance updates Section 20.64.030 and other sections of Title 20 of the Monterey County Code to conform to recently enacted state law concerning accessory and junior accessor dwelling units, as well as amending Part 6 of the Monterey County Coastal Implementation Plan to add a new Appendix 15 concerning accessory dwelling unit parking. Such changes include provisions allowed under California Government Code sections 66314 and 66333, including, but not limited to, restrictions on zoning locations, objective standards on parking, height, setback, landscape, and rental restrictions. This ordinance will require certification by the California Coastal Commission because this ordinance would amend the County of Monterey's certified Coastal Implementation Plan.

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. Findings and Declarations.

A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey ("County") may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its residents.

B. Per amendments to Government Code sections 66310 through 66342 adopted by the state legislature, the County desires to amend its existing regulations pertaining to Accessory Dwelling Units ("ADUs") and enact regulations related to Junior Accessory Dwelling Units ("JADUs") to conform to all state law requirements.

C. ADUs and JADUs have the potential to increase the stock of affordable housing in Monterey County by creating a wider range of smaller and lower cost housing options within unincorporated communities.

D. This ordinance is statutorily exempt from the California Environmental Quality Act ("CEQA"), which provides that CEQA does not apply to activities and approvals involving the preparation and adoption of local coastal program amendments (CEQA Guidelines section 15265).

E. The County intends to carry out the amendments in a manner fully in conformity with the California Coastal Act (Public Resources Code section 30000 *et seq*.).

F. This Ordinance amends the Monterey County Coastal Implementation Plan, which is part of the County's Local Coastal Program. Pursuant to the Coastal Act, the County may amend the certified Local Coastal Program provided the County follows certain procedures. The procedures include the following: the County's Planning Commission holds a notice public hearing and make a recommendation to the Board of Supervisors on the proposed amendment; the Board of Supervisors holds a noticed public hearing, adopts a resolution of intent, and submits the proposed amendment to the California Coastal Commission for certification together with materials sufficient for a thorough and complete review; the Coastal Commission certifies the amendment; the Board of Supervisors takes subsequent final action on the ordinance after the Coastal Commission acts; and the Coastal Commission confirms the County's action. Accordingly, this ordinance will not go into effect until after the Coastal Commission certifies the amendment and confirms the Board's action.

SECTION 2. Section 20.06.375 of the Monterey County Code is amended to read as follows:

20.06.375 – Dwelling Unit, Accessory.

"Accessory Dwelling Unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot as the single-family or multifamily dwelling is or will be situated.~~permanent residence, secondary to an existing main dwelling, which provides complete independent living facilities for one or more persons. It shall include permanent provision for living, sleeping, eating, cooking, and sanitation on the same parcel where the single-family dwelling is situated.~~ An Accessory Dwelling Unit also includes the following: (1) an efficient unit, as defined in Section 17958.1 of the California Health and Safety Code; (2) a manufactured home, as defined in Section 18007 of the Health and Safety Code; and (3) a tiny home, if the tiny home meets the requirements of Section 18007 of the Health and Safety Code.

SECTION 3. Section 20.06.376 is added to the Monterey County Code to read as follows:

20.06.376 – Dwelling Unit, Junior Accessory.

"Junior Accessory Dwelling Unit" or "JADU" means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the single-family residence.

SECTION 4. Subsection R of Section 20.10.040 of the Monterey County Code is amended to read as follows:

R. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030;

SECTION 5. Subsection S of Section 20.12.040 of the Monterey County Code is amended to read as follows:

S. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030;

SECTION 6. Subsection W of Section 20.14.040 of the Monterey County Code is amended to read as follows:

W. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030;

SECTION 7. Subsection W of Section 20.16.040 of the Monterey County Code is amended to read as follows:

W. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030;

SECTION 8. Subsections Y and Z are hereby amended and added to Section 20.17.040 of Monterey County Code to read as follows:

Y. Employee Housing providing accommodations for up to six employees;~~.~~

Z. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 9. Subsection NN of Section 20.17.050 of the Monterey County Code is amended to read as follows:

NN. ~~Accessory Dwelling Unit meeting the development standards of Section 20.64.030~~[Repealed];

SECTION 10. Subsections Z and AA are hereby amended and added to Section 20.18.050 of Monterey County Code to read as follows:

Z. Storage, rental and sale of irrigation equipment;~~.~~

AA. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 11. Subsection U is hereby added to Section 20.20.050 of Monterey County Code to read as follows:

U. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 12. Subsection G is hereby added to Section 20.22.050 of Monterey County Code to read as follows:

G. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 13. Subsections T and U are hereby amended and added to Section 20.30.040 of Monterey County Code to read as follows:

T. Small Residential Care Facility, subject to the same standards as a single family dwelling.

U. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 14. Subsections U and V are hereby amended and added to Section 20.32.040 of Monterey County Code to read as follows:

U. Small Residential Care Facility, subject to the same standards as a single family dwelling.

V. Accessory Dwelling Units and Junior Accessory Dwelling Units meeting the development standards of Section 20.64.030.

SECTION 15. Section 20.58.040 of the Monterey County Code is amended to read as follows:

The number of off-street parking spaces shall not be less than:

USE	**PARKING SPACES REQUIRED**
Agricultural Employee Housing	1 space/dwelling unit or 1 space/4 beds
Agricultural Processing Plant	1 space/500 square feet
Amusement Park	1 space/4 occupant
Appliance Repair	1 space/500 square feet
Art Gallery	1 space/500 square feet
Auditorium	1 space/4 seat. If no fixed seating, 1 space/35 square feet
Automobile Repair	1 space/500 square feet of floor area

Automobile Sales	1 space/500 square feet of floor area plus 1 space/2,000 square feet outdoor sales, display or storage area
Automobile Services Station	1 space/500 square feet floor area
Bank	1 space/200 square feet
Bar, Lounge, Night Club	1 space/3 seats
Cocktail Lounge	Where seating is not fixed, 1 space 50 square feet
Barber Shop, Beauty Parlor	2 spaces/chair
Baseball Park	1 space/4 seats
Bed and Breakfast Facility	1 space/unit
Billiard Hall	2 spaces/table
Bowling alley	5 spaces/lane
Building Materials	1 space/500 square feet floor area plus 1 space/2000 square feet outdoor use area
Bus Depot	1 space/20 square feet waiting area plus 1 space/300 square feet office area
Cabinet Shop	1 space/500 square feet
Children's Home, Orphanage	1 space/4 seats. If no fixed seating, 1 space/35 square feet
Church	1 space/4 seat. If no fixed seating, 1 space/35 square feet
Cleaners	2 space plus spaces/1,000 square feet
Community Center	1 space/4 seats. If no fixed seating, 1 spaces/35 square feet
Contractor's Yard	1 space/3,000 square feet lot area
Convalescent Home, Nursing Home, Rest Home, Home for the Aged	1 space/3 beds
Convention Center, Meeting Hall, Exhibit Facility	1 space/4 seats or 1 space/50 square feet
Dance Hall	1 space/50 square feet
Dental Clinic/Office	1 space/200 square feet
Driving Range	1 space/tee

Equipment Rental	1 space/500 square feet floor area plus 1 space/2,000 square feet outdoor use area
Family Day Care Facility	1 space/employed plus 1 space/10 children
Farm Equipment and Supplies	1 space/500 square feet floor area plus 1 space/2,000 square feet outdoor use area
Flea Market/Open Air Sales	1 space/200 square feet sales area
Freight Terminals	2 spaces/loading bay plus 1 space/250 square feet office space
Funeral Home, Mortuary	1 space/4 seats. If no fixed seating, 1 space/356 square feet
Golf Course	4 space/hole
Guesthouse	1 space/unit
Gymnasium, Spa, Health Studio	1 space/50 square feet
Heating, Air Conditioning, Electrical Shop	1 space/500 square feet
Homeless Shelter	1 space/employee and 1 space/6 beds or portion thereof
Hospital	12 spaces/bed
Hotel	1 space/unit plus 2 spaces/3 employees on largest shift plus other applicable requirement (i.e. restaurant, lounge, etc.)
Industrial Office	1 space/300 square feet
Laboratory	1 space/250 square feet
Laundromat	1 space/2 machines
Library	1 space/200 square feet
Manufacturing	1 space/500 square feet
Marina	3 spaces/4 boat slips
Medical Clinic/Office	1 space/200 square feet
Miniature Golf	2 spaces/hole
Mini-Storage	2 spaces for manager plus 2 customer spaces

Motel	2 spaces for manager plus 1 space/unit
Museum	1 space/200 square feet
Nursery	1 space/2,000 square feet
Office	1 space/250 square feet
Open Air Sales	1 space/200 square feet sales area
Photography Studio	1 space/400 square feet
Post Office	5 spaces/services window plus 1 space/500 square feet of non-customer area
Printer, Copying, Reproduction	1 space/400 square feet
Race Track	1 space/4 seats
Recreational Enterprises	1 space/4 occupants capacity
Recreational Vehicle *Park*	1 standard vehicle space/1 R.V. space
Residential	
Accessory dwelling unit	See Section 20.64.030 of this Title and Appendix 15 of the Monterey County Coastal Implementation Plan ~~1 space/unit~~
Junior accessory dwelling unit	No parking space required
Single-Family Detached	2 spaces/unit
Duplex	2 spaces/unit
Triplex	2 spaces/unit
~~Multiple-Family Residential,~~	~~1 space/studio unit~~
Multiple-Family Residential, Apartments, Townhouses, Condominiums, Cluster Homes	1 space/studio unit 1.5 spaces/1 bedroom unit 2 spaces/2 bedroom unit 2.2 spaces/3 or more bedroom unit. In addition, 1 guest parking space shall be provided for every 4 units
Boarding House, Rooming	1 space/guest room
House, Organizational	1 space/100 square feet of guest room
Large Residential Care Facility	1 space/employee plus 2 additional spaces
Small Residential Care Facility	1 space/employee plus 2 additional spaces

Single Room Occupancy Facility	.5 spaces/unit (Within 2,000 feet of Public Transit)
Single Room Occupancy Facility	1 space/unit (Not within 2,000 feet of Public Transit)
Handicapped Housing	1 space/2 units plus 1 guest space/8 units
Mobile Home Park	2 spaces/unit plus 1 guest parking space/4 units
Restaurant	1 space/4 seats. Where seating is not fixed, 1 space/50 square feet of seating, waiting, or cocktail lounge area
Restaurant, Drive-In	1 space/3 seats enclosed plus 3 and Drive-Through spaces/services window and 3 employee spaces
Retail, General	1 space/250 square feet
Retail, Large Item	1 space/500 square feet (i.e. Appliance Stores)
Savings and Loan	1 space/200 square feet
Schools:	
Pre-School, Day Care	1 space/employee plus 1 space/10 children
Kindergarten through Grade Nine	2 spaces/classroom plus 1 space/50 square feet in the Auditorium
High School	2 spaces/classroom plus 1 space/5 students
College, University	1 space/employee plus 1 space/3 students
Trade School, Vocational School, Business School, Professional School, Art Academy, Craft School, Music School, Dancing School	1 space/employee plus 1 space/3 students
Shopping Center	1 space/250 square feet
Skating Rink	1 space/250 square feet
Social Care Facility	1 space/3 beds plus
Sanitarium, Welfare Institution, Asylum	1 space/employee on the largest shift
Social Club	1 space/50 square feet

Stable, Public	1 space/3 horses
Stadium, Sports Area	1 space/4 seats
Swimming Pool	1 space/100 square feet pool area
Tennis Court, Racquetball Courts	2 spaces/court
Theater	1 space/3 seats
Veterinary Hospital	1 space/250 square feet
Warehouse	1 space/500 square feet

SECTION 16. Section 20.64.030 of the Monterey County Code is hereby repealed and replaced in its entirety to read as follows:

20.64.030 - Regulations for Accessory Dwelling Units and Junior Accessory Dwelling Units.

A. Purpose: The purpose of this Section is to establish the regulations, standards and circumstances under which Accessory Dwelling Units also known as ADUs, and Junior Accessory Dwelling Units also known as JADUs may be allowed and to establish a means for creating additional affordable housing in Monterey County.

B. Definitions: Unless otherwise expressly stated, whenever used in this Section, the following terms shall have the meanings set forth below:

1. "Efficiency Kitchen" means a kitchen that includes each of the following: (a) a cooking facility with appliances; (b) a food preparation counter; and (c) food storage cabinets that are of reasonable size in relation to the size of the dwelling unit.

2. "High-quality transit corridor" means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.

3. "Major transit stop" means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

4. "Housing Organization" means a trade or industry group whose local members are primarily engaged in the construction or management of housing units or a nonprofit organization whose mission includes providing or advocating for increased access to housing for low-income households and have filed written or oral comments with the local agency prior to action on the housing development project.

5. "Livable Space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

C. Applicability:

1. This Section is applicable in all zoning districts which allow Single Family or Multiple Family Dwellings or both Single and Multiple Family Dwellings, subject to the requirements of this Section, as follows:

a. High Density Residential (HDR(CZ))
b. Medium Density Residential (MDR(CZ))
c. Low Density Residential (LDR(CZ))
d. Rural Density Residential (RDR(CZ))
e. Watershed and Scenic Conservation (WSC(CZ))
f. Coastal General Commercial (CGC(CZ))
g. Moss Landing Commercial (MLC(CZ))
h. Visitor-Serving Commercial (VSC(CZ))
i. Coastal Agricultural Preserve (CAP(CZ))
j. Agricultural Conservation (AC(CZ))

2. County plans and regulations to limit residential growth, including unit caps, do not apply to ADUs and JADUs.

3. Units previously permitted in the HDR, MDR, LDR, and WSC zoning districts in the North County, Del Monte Forest, and Carmel Area Land Use Plan areas as a "Senior Citizen" unit or a "Caretaker" unit prior to the adoption of these regulations shall be considered an ADU for the purposes of this Section.

4. Units previously permitted by the County as a "Guesthouse" may be converted to an ADU or JADU subject to this Section.

D. Regulations for ADUs and JADUs:

1. All ADUs and JADUs that will connect to a private sewage disposal system or that will obtain their water supply from a private well and/or a water system with two to 199 service connections are subject to review and approval by the County's Environmental Health Bureau to ensure adequate sewage disposal facilities and adequate water supply exist or have been demonstrated feasible to construct to serve the unit. The Director of Environmental Health shall evaluate adequacy of water quality and quantity for ADUs and evaluate adequacy of water quality for JADUs. If either adequate sewage disposal facilities or adequate water supply is not available, an ADU or JADU shall be prohibited.

2. An ADU or JADU may be separately rented, provided such rental is for 31 consecutive calendar days or longer. Rental of an ADU, a JADU, or a portion of an ADU or JADU for 30 consecutive calendar days or fewer is prohibited.

3. ADUs and JADUs shall require a design approval when zoning district is combined with a "D" district. The appropriate authority to take action on design approvals will be the Chief of Planning. Such Design approval decisions are not appealable.

4. For the Protection of Groundwater Resources in the North County Land Use Plan Area, when an ADU or JADU is proposed, water efficiency and conservation standards must be implemented. Before any building permit may be issued for such new construction, the applicant shall submit documentation for review and approval by the Chief of Building Services to demonstrate conformity with the following water efficiency and conservation measures:

a. All structures on that lot must incorporate the following water efficiency and conservation standards:

i. Toilets with a maximum tank size or flush capacity of 1.28 gallons;

ii. Shower heads with a maximum flow capacity of 1.8 gallons per minute;

iii. Bathroom faucets with a maximum flow capacity of 1.2 gallons per minute;

iv. All cloth washers and dish washers shall be Energy Star certified; and

v. Kitchen faucets with a maximum flow capacity of 1.8 gallons per minute shall be installed.

b. Proposed and existing landscaping must consist of either of the following: open space, native vegetative areas, use of drought tolerant native and/or non-invasive landscape plants with preferences given to native plants, and/or pervious or non-pervious hardscapes that do not require a permanent irrigation system. Pervious hardscapes shall be preferred over non-pervious options where feasible. Proposed or existing subsistence gardens such as family gardens, community gardens, or fruit/nut trees must employ water efficiency measures as drip irrigation to the greatest extent feasible.

c. Additional water conservation measures may include one or more of the following, as applicable:

i. Installation of a rainwater catchment system in compliance with Chapter 18.05 of this Code; or

ii. Installation of a greywater system in compliance with Chapter 18.05 of this Code.

E. Regulations for ADUs:

1. Limitation on the number of ADUs:

a. A legal lot with an existing or proposed single-family dwelling is limited to one ADU, regardless of the number of single-family dwellings allowed on that lot.

b. A legal lot with an existing multiple family dwelling is allowed up to eight detached ADUs, provided that the number of detached ADUs does not exceed the number of existing units on the lot. Additionally, ADUs within the existing multiple family dwelling are allowed for up 25 percent of the total number of units in the existing multiple family dwelling. However, any ADU within a multiple family dwelling must be created by conversion of portions of existing multiple family dwelling structures that are not used as livable space including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages.

c. A legal lot with a proposed multiple family dwelling is allowed up to two detached ADUs.

2. Height Limitations:

a. An ADU attached to the main structure shall be subject to the height regulations of the zoning district for the main structure.

b. An ADU detached from the main structure shall be allowed to be up to 16 feet in height on a legal lot with an existing or proposed single-family dwelling, and be allowed up to 18 feet in height if there is an existing or proposed multiple family dwelling. Additional height allowances may be allowed for detached ADUs as follows:

i. If a lot that is within one-half mile walking distance of a major transit stop or high-quality transit corridor, ADUs shall be allowed up to 18 feet in height. For such lots, an additional two feet in height (up to 20 feet) shall be allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the main structure.

ii. Regardless of whether a lot is within one-half mile walking distance of a major transit stop or high-quality transit corridor, increases in height for detached ADUs may be considered with a Coastal Development Permit (ZA) when intended to provide for architectural consistency and compatibility with the main structure.

3. Setbacks:

a. Newly constructed ADUs shall comply with the front setback requirements of the applicable zoning district and shall have a four foot minimum side and rear setbacks.

b. No setback shall be required for ADUs created by converting existing structures to ADUs. Additionally, no setback shall be required for ADUs created by demolishing and reconstructing an existing structure or a portion thereof in the same location and to the same dimensions. ADUs created by converting an existing accessory structure and which include an addition of up to 150 square feet to accommodate ingress and egress shall have setbacks sufficient for fire and safety.

4. Size Limitation:

a. In the Carmel Area Land Use Plan area, North County Land Use Plan, and Del Monte Forest Land Use Plan area newly constructed attached ADUs, newly constructed detached ADUs, and conversions of legally constructed accessory structures built after March 25, 2024, shall not exceed 1,200 square feet.

b. For the protection of coastal resources, in the Big Sur Coast Land Use Plan and any area with "B-8" combining zoning district, newly constructed attached ADUs, newly constructed detached ADUs, and conversions of legally constructed accessory structures built after March 25, 2024, shall not exceed 1,000 square feet.

c. ADUs created through conversion of space in an existing main structure shall not be allowed to exceed 50 percent of the total square footage of the existing main structure.

5. Parking Requirements:

a. On lots within the designated areas shown in the Monterey County Coastal Implementation Plan, Appendix 15, "ADU Parking Required," at least one off-street parking space shall be required for each ADU, and all other off-street parking requirements for other uses onsite shall be met.

b. On lots that are not within the designated areas shown in Monterey County Coastal Implementation Plan, Appendix 15, "ADU Parking Required," no off-street parking spaces shall be required for each ADU, and no replacement parking spaces will be required if a garage, carport, or other covered parking structure is converted or removed to accommodate an ADU.

6. ADUs shall comply with building site coverage and the floor area ratio requirements of the applicable zoning district, and the setback requirements set forth in this Section, except where they would preclude the following:

a. Establishment of a newly constructed ADU of up to 800 square feet with four foot side and rear yard setbacks.

b. Expansion of an existing accessory structure of not more than 150 square feet for the purpose of accommodating ingress and egress.

7. An attached ADU shall not have internal circulation with the main structure.

8. The County may issue a building permit for an ADU prior to issuance of building permit for the primary dwelling.

9. An ADU shall comply with all local building code requirements that apply to detached dwellings, provided, however, that County may approve a delay in enforcement of building standards in accordance with the parameters and procedures set forth in Health and Safety Code section 17980.12, as may be periodically amended, if compliance with the building standard is not necessary to protect health and safety.

10. ADUs are prohibited in the Big Sur Critical Viewshed as they would be inconsistent with the Scenic Resources policies of the Big Sur Coast Land Use Plan and due to their impact on traffic flow and safety.

11. An ADU shall not be sold or otherwise conveyed separate from the primary dwelling unless it meets the criteria of Government Code section 66341, including all the following:

a. The ADU or the primary dwelling was built or developed by a qualified nonprofit corporation.

b. There is an enforceable restriction on the use of the land pursuant to a recorded contract between the qualified buyer and the qualified nonprofit corporation.

c. The property is held pursuant to a recorded tenancy in common agreement.

d. A grant deed naming the grantor, grantee, and describing the property interests being transferred shall be recorded in Monterey County. A Preliminary Change of Ownership Report shall be filed concurrently with this grant deed.

e. If requested by a utility providing service to the primary residence, the ADU has a separate water, sewer, or electrical connection to that utility.

F. Regulations for JADUs:

1. Limitation on the number of JADUs: A legal lot with an existing or proposed single-family dwelling is limited to one JADU, regardless of the number of single-family dwellings allowed on that lot.

2. Height Limitations: JADUs shall be subject to the height regulations of the applicable zoning district for the main structure.

3. Setbacks: JADUs shall comply with the setback requirements of the applicable zoning district for the main structure.

4. Size Limitation: JADUs shall not exceed 500 square feet.

5. Parking Requirements: No off-street parking is required for JADUs.

6. JADUs shall have an efficiency kitchen.

7. JADUs shall have a separate entrance from the main structure.

8. JADUs shall include an interior entry into the main structure if it will share a bathroom with the main structure.

9. Prior to the issuance of building permits for a JADU, the owner shall record a deed restriction which shall run with the land and include both of the following:

a. A prohibition on the sale of the JADU separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.

b. A restriction on the size and attributes of the JADU that conforms with this Section.

10. The owner must reside in either the remaining portion of the structure or the newly created JADU, unless the owner is another governmental agency, land trust, or housing organization.

11. JADUs may share a bathroom and central systems (such as heating, ventilation, air conditioning, water service, power service, wastewater service) with the main structure.

G. Requirement for Coastal Administrative Permit for ADUs and JADUs:

1. ADUs and JADUs may be exempt from a Coastal Administrative Permit or a Coastal Development Permit, if the ADU or JADU is directly attached to an existing residence or is fully within an existing residence, and does not fall under any of the locational exceptions of California Code of Regulations, Title 14, Section 13250, as may be amended.

2. An application for a Coastal Administrative Permit for an ADU or JADU shall be processed in accordance with the requirements of Chapter 20.76 of this Code, except that no

public hearing shall be required for Coastal Administrative Permit, and applications shall be processed within 60 calendar days after receiving a completed application. Appeals to Coastal Administrative Permits pursuant to this Section shall be processed pursuant to Chapter 20.86 of this Code.

3. A Coastal Development Permit may be required in addition to a Coastal Administrative Permit if the project includes components that require a Coastal Development Permit pursuant to other sections of Monterey County Code in addition to the ADU and JADU. This Chapter does not affect the requirements or process for such permits.

SECTION 17. Subsection E of Section 20.64.180 of the Monterey County Code is amended as follows:

E. On-site density for Accessory Dwelling Units, guesthouses, Agricultural Employee Housing, and Employee Housing accessory to an allowed use, shall be determined as follows:

Type of Unit	**North County**	**Big Sur Coast**	**Carmel Area**	**Del Monte Forest**
Accessory Dwelling Units and Junior Accessory Dwelling Units	~~Not Permitted~~ Excluded from density	~~Maximum of 50 in planning areas.~~ Excluded from density~~.~~	Excluded from density~~. 40 acre minimum.~~	Excluded from density~~.~~
Guesthouses	Excluded from density	Excluded from density	Excluded from density	Excluded from density
Employee Housing	Subject to LUPs overall buildout cap	Maximum of 300 in planning area	Permitted per Section 20.146.120.B.3	Not permitted
Agricultural Employee Housing	Based on parcel zoning	Permitted per Section 20.145.14.0.B.4.c.1	Excluded from density	Not permitted

All other residential development, including but not limited to Small Residential Care Facilities and Large Residential Care Facilities, is subject to the density established by the parcel's zoning district, except if provided elsewhere in this C~~c~~hapter.

"Excluded from density" means that the units may be considered in addition to the density allowed by the parcel's zoning classification.

SECTION 18: Subsection G of Section 20.64.180 of the Monterey County Code is amended to read as follows:

G. Buildout Limitations:

1. In North County, a total of two thousand forty-three (2,043) new lots or units may be created from the date of certification of the North County Land Use Plan. Accessory Dwelling units and Junior Accessory Dwelling units do not count towards this number. Also see build-out explanation and further information in Section 20.144.140.B.3.a. Approval of new residential units and lots may not exceed the build-out figure, as per the development standard.

2. In Big Sur, a total of one hundred (100) new residential lots may be created by new subdivisions ~~and fifty (50) new Accessory Dwelling Units may be permitted~~ from the date of certification of the Big Sur Coast Land Use Plan, as provided in Table 1 of the Big Sur Coast Land Use Plan.

3. Where this ~~Ordinance~~ Section establishes a numerical cap on a type of unit in a certain area, the Planning Department shall maintain a running tally of the number of units permitted since certification of the relevant land use plan. Findings for approval shall include the following: "This is the ( ) out of a maximum of ( ) (e.g., ~~Accessory Dwelling Units~~residential lots) to be approved for the ( ) Land Use Plan Area."

SECTION 19. Subsection A of Section 20.70.120 of the Monterey County Code is amended as follows:

A. The maintenance, alteration, or addition to existing single-family dwellings, including the establishment or expansion of ~~non-habitable~~ accessory structures not exceeding one thousand (1,000) square feet and normally associated with residential uses such as garages, decks, workshops, and storage buildings ~~not exceeding one thousand (1,000) square feet~~; however, the following classes of development shall require a permit because they involve a risk of adverse environmental impact:

1. Improvements to a single-family structure on a beach, wetland or seaward of the mean high tide line, in an environmentally sensitive habitat area, in an area designated as highly scenic in a certified land use plan, or within fifty (50) feet of a coastal bluff edge.

2. Any significant alteration of land forms including removal or placement of vegetation on a beach, wetland or sand dune, or within fifty (50) feet of the edge of a coastal bluff, or in an environmentally sensitive habitat area.

3. The expansion or construction of water wells or septic systems.

4. On property located between the sea and the first public road paralleling the sea or within three hundred (300) feet of the inland extent of any beach or of the mean high tide of the sea where there is no beach, whichever is the greater distance, or in significant scenic resources areas~~or in scenic road corridors~~, an improvement that would result in an

increase of ten (10) percent or more of internal floor area of an existing structure, the construction of an additional story (including lofts) in an existing structure, and/or any significant non-attached structure such as garages in excess of one thousand (1,000) square feet, fences over six feet in height, shoreline protective works, docks or trees or satellite dishes.

5. In areas determined to have critically short water supply that must be maintained for the protection of coastal resources or public recreational use, the construction of any specified major water using development not essential to residential use including but not limited to swimming pools, or construction or extension of any landscaping irrigation system.

6. Additions or expansions to developments which, by condition of previous permit issued by the County of Monterey or Coastal Commission, which by condition of such permit requires development permits for such addition or expansion.

SECTION 20. Part 6 of the Monterey County Coastal Implementation Plan is hereby amended to add a new Appendix 15 titled Accessory Dwelling Unit Parking Required. This new Appendix 15 is attached here.

SECTION 21. **SEVERABILITY**. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 22. **EFFECTIVE DATE.** This ordinance shall become effective on the thirty-first day following its adoption by the County if certified by the California Coastal Commission or thereafter upon certification by the California Coastal Commission.

PASSED AND ADOPTED on this ____ day of _____, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Glenn Church, Chair
Monterey County Board of Supervisors

ATTEST

VALERIE RALPH
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

KELLY L. DONLON
Chief Assistant County Counsel

Commission Staff Note: The IP section below is proposed to be replaced in its entirety by the language shown in section 20.64.030 of Exhibit 2.

20.64.030 – Regulations for accessory dwelling units

A. Purpose: The purpose of this section is to establish the regulations, standards and circumstances under which an Accessory Dwelling Unit, accessory to the main residence on a lot may, be permitted.

B. Applicability: The provisions of this section are applicable in the HDR, MDR, LDR, RDR, and WSC zoning districts.

C. Permit Requirements: Accessory Dwelling Units shall require a Coastal Administrative Permit, or Coastal Development Permit if applicable, in all cases due to significant water, sewer, habitat, visual, and traffic resource constraints that exist within the Monterey County Coastal Zone. In non-residential zoning districts such as the Watershed and Scenic Conservation Zoning District, Accessory Dwelling Units shall require a Coastal Development Permit.

D. Accessory Dwelling Units Prohibited in certain areas: Accessory Dwelling Units would pose a hazard to public health, safety and welfare in certain unincorporated coastal areas of the County because of known infrastructure and resource limitations. These infrastructure limitations are recognized in the Land Use Plans for the North County, Big Sur, Carmel Area, and Del Monte Forest (See North County Land Use Plan Section 4.2, Big Sur Land Use Plan Section 5.2, Carmel Area Land Use Plan Section 4.2, and Del Monte Forest Land Use Plan Chapter Three—Introduction), and zoning restrictions (B-8 overlay). The County acknowledges prohibiting Accessory Dwelling Units in these areas may limit the housing opportunities of the region; however, specific adverse impacts on the public health, safety and welfare that would result from allowing Accessory Dwelling Units in these areas justify these limitations. Accessory Dwelling Units will not be permitted in the following areas:

    1. In any zoning district combined with a B-8 zoning overlay.

    2. In the North County Land Use Plan area.

    3. In the Carmel Area Land Use Plan area, on lots less than forty (40) acres in area.

    4. In the Big Sur Coast Land Use Plan area, no Accessory Dwelling Units beyond the first fifty (50) (including previously permitted caretaker units) approved in the Plan area from the time of certification of the Big Sur Coast Land Use Plan (April 9, 1986).

E. Regulations: Accessory Dwelling Units may be allowed subject to a Coastal Administrative Permit or Coastal Development Permit if applicable in designated districts and subject in all cases to the following regulations:

1. Only one Accessory Dwelling unit per lot shall be allowed.

2. Accessory Dwelling Units shall not be permitted prior to a main residence and shall be located on the same lot as the main residence. Accessory Dwelling Units must provide complete independent living facilities for one or more persons and shall contain permanent provisions for living, sleeping, eating, cooking, and sanitation. An Accessory Dwelling Unit may be rented.

3. The minimum lot size for establishment of an Accessory Dwelling Unit shall be as follows:

    a. Two acres in areas not served by public sewers.

    b. In Big Sur the minimum lot size shall be two acres.

    c. In Carmel the minimum lot size shall be forty (40) acres.

4. Accessory dwelling units are subject to the build out limitations established by each Land Use Plan but are not subject to density requirements of the zoning district in which a lot is located.

5. The maximum floor area for an Accessory Dwelling Unit is one thousand two hundred (1,200) square feet.

6. Parking for accessory dwelling units shall be consistent with the Parking Regulations of this Title (Chapter 20.58).

7. Within the applicable areas, units permitted as a Senior Citizen unit or a Caretaker unit prior to adoption of these regulations for Accessory Dwelling Units shall be considered an Accessory Dwelling Unit for the purposes of this section.

8. Accessory Dwelling Units shall conform to all of the zoning and development standards (lot coverage, height, setbacks, design, etc.) of the zoning district which governs the lot. Development standards shall be applied to Accessory Dwelling Units based on the cumulative development on the parcel. An Accessory Dwelling Unit attached to the principal residence shall be subject to the height, setback and coverage regulations of the principal residence. An Accessory Dwelling Unit detached from the principal dwelling shall be treated as a habitable accessory structure in regard to height, and setbacks.

9. Accessory Dwelling Units shall be designed in such a manner as to be visually consistent and compatible with the principal residence on-site and other residences in the area.

10. Accessory Dwelling Units are subject to review and approval by the Director of Environmental Health to ensure adequate sewage disposal and water supply facilities exist or are readily available to serve the unit.

11. Accessory Dwelling Units are subject to all the resource protection policies of the applicable Land Use Plan and shall not be permitted to substantially degrade resources at the site or in the area. Some of the resource constraints that may preclude development of an Accessory Dwelling Unit include but are not limited to:

    a. Areas containing environmentally sensitive habitat.

    b. In no case shall Accessory Dwelling Units be permitted within native Cypress habitat (Del Monte Forest).

    c. Areas where the Accessory Dwelling Unit would cause a substantial adverse impact on visual resources.

    d. In no case shall an Accessory Dwelling Unit be permitted within the critical viewshed (Big Sur);

    e. Areas determined to have a critically short water supply.

    f. Forest health and tree resources;

    g. Hazards including slopes, beach and bluff erosion, fire, traffic and other health and safety conditions;

    h. Potential impacts to historic and archaeological resources; and

    i. Conflicts with public access.

F. In order to grant the Coastal Administrative Permit or Coastal Development Permit the Appropriate Authority shall make the following findings.

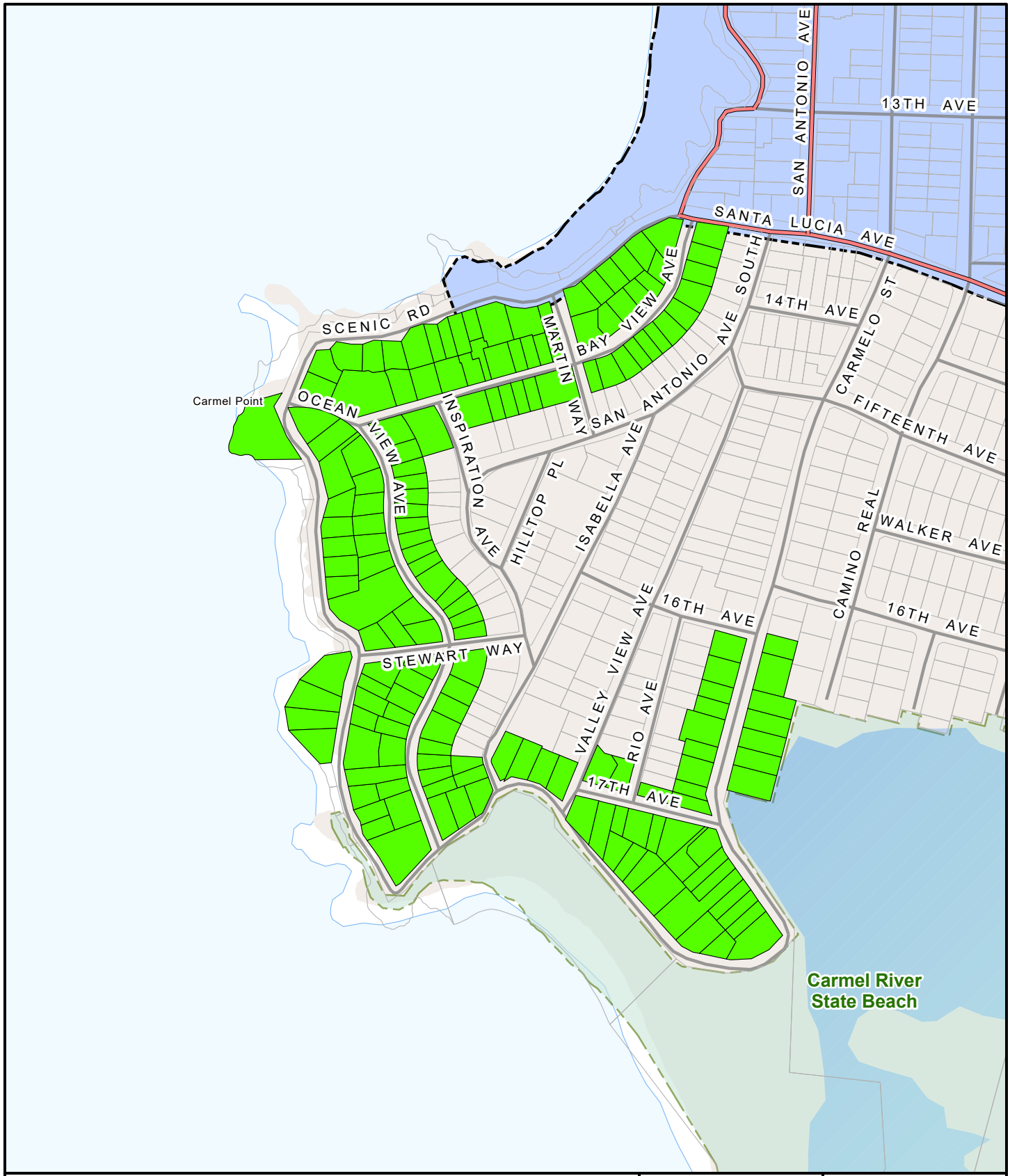
    1. That the establishment of the Accessory Dwelling Unit will not, under the circumstances of the particular application, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood or to the general welfare of the County; and

    2. The Accessory Dwelling Unit as conditioned, is consistent with the applicable plans and policies which designate this area as appropriate for development.

    3. That the subject property upon which the Accessory Dwelling Unit is to be built is in compliance with all rules and regulations pertaining to zoning uses, subdivisions and any other applicable provisions of this Title and that all zoning violation abatement costs, if any, have been paid.

    4. The site is physically suitable for the use proposed.

G. Any Accessory Dwelling Unit proposal which does not comply with the provisions of this section with regard to size, height, or setbacks shall require a Variance pursuant to Chapter 20.78.



Appendix 15 - Parcels Subject to ADU Parking Requirements

Legend

- Requires Parking
- Parcels
- Major Roads
- City Limits

N

0 400

Feet

CALIFORNIA COASTAL COMMISSION
CENTRAL COAST DISTRICT
725 FRONT STREET, SUITE 300
SANTA CRUZ, CA 95060
PHONE: (831) 427-4863
EMAIL: CENTRALCOAST@COASTAL.CA.GOV
WEB: WWW.COASTAL.CA.GOV

F13b

Prepared October 6, 2025 for October 10, 2025 Hearing

To: Commissioners and Interested Persons

From: Kevin Kahn, Central Coast District Manager
Breylen Ammen, Coastal Planner

Subject: Additional hearing materials for F13b
LCP Amendment Number LCP-3-MCO-25-0034-1-Part A

This package includes additional materials related to the above-referenced hearing item as follows:

Additional correspondence received in the time since the staff report was distributed

From:	Patte Kronlund
To:	ExecutiveStaff@Coastal; CentralCoast@Coastal
Cc:	Ryne Leuzinger; Rachel Goldberger
Subject:	CABS Comment Letter, Agenda Item F13b: LCP Amendment No. LCP-3-MCO-25-0034-1-Part A-ADU Update
Date:	Friday, October 3, 2025 2:43:01 PM
Attachments:	CABS Comment Letter_LCP-3-MCO-25-0034-1-Part A-ADU Update.pdf

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Dear Executive Staff, Chair Harmon and Commissioners,

The attached comment letter is for the Agenda Item F13b: LCP Amendment No. LCP-3-MCO-25-0034-1-Part A - Accessory Dwelling Unit Update.

Thank you for this opportunity to comment,

Patte Kronlund, Ryne Leuzinger, the CABS Staff and Board of Directors

Logo

Patte Kronlund
Executive Director
Community Association of Big Sur
Fire Adapted Big Sur

831-595-0072
patte@cabigsur.org

COMMUNITY ASSOCIATION OF BIG SUR

Community Association of Big Sur
PO Box 59, Big Sur, CA 93920

Caring for the coast for 60 years

Community Association of Big Sur is a 501 (c) 3 (EIN 77-0091132). Our shared mission is to protect and defend the rural and residential character, and to preserve the natural and aesthetic beauty of the Big Sur coast; to provide for the health, safety, and welfare of the Big Sur Community; to encourage community service and otherwise act in the interests of the residents and property owners of the community. CABS is committed to a collaborative approach towards responsible land stewardship. CABS believes that an effective partnership between private and public property owners is essential for a sustainable and healthy community.

STAFF
Executive Director
Patte Kronlund
Program Managers
Rachel Goldberger
Rayner Marx

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Martha Diehl
John Handy
Kate Novoa
Richard "Dick" Ravich

October 2, 2025

Megan Harmon, Chair
California Coastal Commission
455 Market Street
San Francisco, CA 94105
Via Email: ExecutiveStaff@coastal.ca.gov , CentralCoast@coastal.ca.gov

Re: Agenda Item F13b: LCP Amendment No. LCP-3-MCO-25-0034-1-Part A - Accessory Dwelling Unit Update

Dear Chair Harmon and Commissioners,

We are writing on behalf of the Community Association of Big Sur (CABS), a local nonprofit organization that serves the Big Sur community and its visitors in a variety of ways. As the housing crisis in coastal communities like Big Sur worsens, our staff and board have been especially focused on housing issues. We see the proposed amendment to be an important step forward in addressing the housing crisis in Monterey County which is particularly severe in Big Sur. **The Community Association of Big Sur supports the Commission staff's recommendation to certify LCP Amendment No.LCP-3-MCO-25-0034-1-Part A - Accessory Dwelling Unit Update** and we strongly recommend taking action during the October 10 hearing rather than delaying a decision on this important amendment.

We strongly agree with the following assertion in the Coastal Commission staff report:

> "Big Sur has an acute lack of affordable housing, particularly for the employees who are critical for the functioning of Big Sur's visitor-serving economy . . . it is also an area of extraordinary coastal resource and public recreational access value, with appropriately protective LUP policies to ensure development is carried out consistent with these values . . . adding additional housing in in the form of ADUs/JADUs in existing developed areas and adjacent to existing residences is an important way to address the region's acute need for more employee housing."

We also appreciate the acknowledgement that:

> "Many workers in coastal Monterey's visitor-serving economy live far inland, commuting significant distances daily on congested roads because the housing that would be affordable to them is simply absent. Put another way, housing affordability on the Monterey coast is, at least in part, a public access issue . . . the proposed IP changes would benefit public access, which can be found consistent with the LUPs' public access and affordable housing provisions."

COMMUNITY ASSOCIATION OF BIG SUR

Community Association of Big Sur
PO Box 59, Big Sur, CA 93920

This amendment contains practical changes in policy that will benefit both the Big Sur community and the millions of people who visit Big Sur each year. CABS perspective is aligned with Commission staff in seeing this amendment as "a robust ADU program that should provide for critically needed housing in a manner protective of the region's extraordinary resource values."

CABS strongly supports the following Big Sur specific areas of the amendment:

- Removal of the existing 50-unit ADU cap (thereby allowing ADUs and JADUs on every parcel where residential use is allowed)
- Removal of the current 2-acre minimum parcel size limit for ADUs in Big Sur
- Allowance for ADUs and JADUs on land with Watershed and Scenic Conservation and Rural Residential land use designations
- Short-term rental use of JADUs and ADUs would be prohibited with a required rental length in Big Sur of 90 days or more
- ADUs continued requirement to meet the LUP's "critical viewshed" requirements, which prohibits new development within view of Highway 1 and other public areas
- Streamlining the permitting process for ADUs and JADUs

It will be important to ensure that this amendment is having its anticipated effect and we appreciate that the Commission notes that it intends to "closely monitor implementation to see how the market responds to the new regulations in terms of facilitating critically needed employee housing, and encourages the County to do the same, including to pursue future LCP amendments as appropriate to modify ADU regulations in Big Sur."

There is one important element regarding ADUs that we would like to suggest be considered for inclusion by Monterey County staff and the California Coastal Commission – we believe that non-brick and mortar structures merit consideration for inclusion in the category of ADUs. This could include yurts and "tiny homes" on wheels. Tiny homes in particular are commonplace elsewhere in California and across the US and have been shown to be effective in increasing access to affordable housing. Yurts and tiny homes have the following assets: they can be quickly constructed, they are available at a modest cost and they can be moved as needed. Given increasing fire risk in California due to climate change it is judicious at this point in time to ensure that regulatory bodies like the California Coastal Commission and County of Monterey are exploring all viable options for increasing housing in areas like Big Sur. An allowance for these types of structures as types of ADUs would of course be contingent on being connected to water and electricity and meeting the same environmental considerations that apply to brick and mortar structures. Were these structures included as types of ADUs we understand that they could be utilized by homeowners as options instead of brick and mortar structures rather than in addition to brick and mortar structures. In other words, this recommendation aligns with the current practice that there is a cap of one ADU per property. We believe that categorizing these types of structures as ADUs can be aligned with the LUP's coastal resource protection policies, including as related to environmentally sensitive habitat areas (ESHA), visual resources, slopes, and hazards.

Lastly, in the Commission's staff report on the proposed amendment there is acknowledgment of the possibility of a one year extension for a decision on this matter. Given the depth and clarity provided in the Coastal Commission's staff report we strongly recommend taking action during the October 10 hearing rather than delaying a decision on this important amendment.

COMMUNITY ASSOCIATION OF BIG SUR

Community Association of Big Sur
PO Box 59, Big Sur, CA 93920

In conclusion, CABS strongly agrees with Commission staff that the proposed amendment would allow for an increase in available housing stock in Big Sur while maintaining all existing coastal resource protections for Big Sur's extraordinary landscape. Therefore, CABS urges your approval of the Commission staff's recommendation to certify the Monterey County LCP Amendment Number LCP-3-MCO-25-0034-1-Part A (Accessory Dwelling Units) at the California Coastal Commission hearing on 10/10/2025.

Sincerely,

Patte Kronlund
Executive Director

Ryne Leuzinger
Board Chair

Treebones Resort

A California Limited Liability Corporation

71895 Highway 1 Big Sur, CA 93920 (310) 503-0778
www.treebonesresort.com handyjc@mindspring.com

I applaud the efforts of The CCC's Central Coast Staff for the recommendations amending the LCP to ease restrictions on allowing ADUs, especially in Big Sur.

I am writing not only as a business owner but as a long time resident of Big Sur's South Coast Community. My family and I built and run Treebones Resort a small eco resort on the coast with 31 employees

Outside of the housing we provide on-site, there is not a single place on the Big Sur Coast for an employee to rent. This not only applies for employees of hospitality businesses but also for teachers and administrators of our local Big Sur Unified School District. It is my opinion that solving the affordable, workforce housing crisis in Big Sur is of paramount importance. This proposed amendment is a wonderful first step towards the solution.

It is helpful that the plan would ease some of the regulations that currently make it unpractical to create workforce housing. Enacting these amendments would offer a flexible, cost-effective, and context-sensitive solution.

I suggest that the ADU definition also include Tiny Houses with Wheels "THOWS". THOWs offer mobility and minimal site impact, aligning with the Big Sur LUP's goals to preserve the area's scenic and natural character.
- By allowing THOWs under the umbrella of "employee housing," Monterey County can uphold visual standards while providing desperately needed housing options.

Precedents

Monterey County zoning laws already allow THOWs (as mobile homes) that meet state building standards. They are explicitly allowed as agricultural employee housing in farm-zoned areas.
Several California counties have already enacted forward-thinking ordinances recognizing THOWs' as affordable housing alternatives:
San Luis Obispo County allows THOWs as ADUs and recently approved a tiny home cluster development called Waterman Village.

- Nevada County has approved THOWs (≤ 400 sq ft) as primary dwellings, ADUs, and units within dwelling groups. This new flexibility directly addresses housing needs and enhances affordability.
- Santa Cruz County permits one THOW per parcel as an ADU, with DMV registration and utility requirements.

- San Benito, Mendocino, Placer, Los Angeles (unincorporated), San Diego, San Jose (Santa Clara), and Humboldt counties also allow THOWs, typically as ADUs under defined safety/design standards.

Suggested Ordinance Language for Big Sur

I respectfully encourage the County to incorporate language such as:

"Tiny Houses on Wheels (THOWs), defined as movable structures no larger than 400 square feet and equipped with kitchen, bathroom, and sleeping facilities, may be permitted as employee housing—either as primary dwellings, Accessory Dwelling Units (ADUs), or grouped workforce housing—by right in Big Sur zones where employee housing is allowed, subject to standards for durability, utility services, aesthetic compatibility, and safety (e.g., ANSI certification, DMV registration, utility hookup, and site placement guidelines)."

Thank you for your consideration. I would welcome the opportunity to discuss this proposal further.

Sincerely,

John Handy, owner Treebones Resort, Big Sur

From:	Brianne Hall
To:	CentralCoast@Coastal
Subject:	Public Comment on October 2025 Agenda Item Friday 13b - Monterey County LCP Amendment No. LCP-3-MCO-25-0034-1-Part A (Accessory Dwelling Units).
Date:	Friday, October 3, 2025 2:56:31 PM
Attachments:	Public Comment on August 2025 Agenda Item Wednesday 15a - Monterey County LCP Amendment No. LCP-3-MCO-24-0039-1 (Vacation Rentals)_.pdf

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Public Comment on Monterey County LCP Amendment LCP-3-MCO-25-0034-1-Part A (Accessory Dwelling Units)

To the California Coastal Commission and Monterey County Planning Staff:

Thank you for working to update Monterey County's Local Coastal Program to comply with state ADU law while protecting the unique character of Big Sur. Balancing housing needs with preserving our extraordinary coast is critical, and I appreciate the challenge this presents. Below are some key areas I have concerns with and urge the commission to request changes to the document as written.

Opposition to 90-Day Rental Minimum

The imposition of a 90-day minimum rental period for ADUs and JADUs in Big Sur is out of step with California law and common practice. State law clearly requires a minimum rental period of 30 days for these units, as reinforced by the California Department of Housing and Community Development's review of the City of San Marino's ADU ordinance. HCD states:

- "A minimum 90-day rental requirement imposes rental requirements for JADUs that are inconsistent with state law, which only requires a minimum rental term of 30 (thirty) days for ADUs and JADUs built pursuant to Government Code section 66323. Therefore, the City must amend its ordinance to clarify that JADUs rental term must be longer than 30 days consistent with Government Code section 66323 subdivision (d)." [HCD letter to San Marino, August 26, 2024, p. 4]

The County's proposed 90-day rental term is similarly inconsistent and should be revised to align with state law and common practice.

Opposition to ADU Size Reduction

Reducing the maximum allowable ADU size in Big Sur from 1,200 to 1,000 square feet may seem minor but it is a roughly 17% reduction that significantly impacts livability and housing viability. This size decrease offers little additional environmental or coastal resource protection beyond existing setbacks, height limits, and habitat safeguards. Instead, it restricts affordable housing options and deters construction when we need housing most.

Concerns Regarding Short-Term Rental Prohibitions

State law prohibits short-term rentals in new ADU construction to protect long-term housing, which is reasonable. However, for existing grandfathered ADUs—such as small cabins not suited for long-term rentals—short-term rental use, especially where the owner lives onsite, should be permitted. Blanket prohibitions remove needed flexibility, restrict property owner rights, and will unintentionally reduce available coastal visitor accommodations that sustain our local economy (many others like myself depend on rentals for income in retirement and will be forced to sell to a likely second home owner who will not provide coastal access for employees nor visitors).

I urge the Commission to consider the attached public comment I submitted on August 8, 2025, which explains how carefully managed short-term rentals have been successfully regulated without coastal harm in other counties like Sonoma and San Luis Obispo. Historic cabins and existing permitted rentals that contribute to Big Sur's visitor-serving economy deserve protection as part of any balanced STR policy. By allowing them under this LCP amendment will set up the county to be able to make adaptive changes to their ordinance in the future, especially if litigation is pursued.

Compliance with Assembly Bill 2533

Finally, the County should incorporate language ensuring compliance with Assembly Bill 2533 (AB 2533), which took effect January 1, 2025, requiring streamlined legalization of unpermitted ADUs and JADUs built before January 1, 2020, with limited permit fees and only health and safety standards per California Health and Safety Code section 17920.3. Including this language will facilitate greater housing legalization and affordability.

Conclusion

To support housing, community, and coastal resource goals, the Commission and Monterey County should:

- Align rental minimums with state law's 30-day requirement,
- Maintain the 1,200 square foot maximum ADU size,
- Permit short-term rentals in existing, grandfathered ADUs where appropriate,
- Explicitly adopt AB 2533 compliance language,
- Heed the attached August 8 public comment advocating balanced STR regulations.

Thank you for your consideration.

Sincerely,
Brianne

Big Sur Coast Resident & Community Member

Gmail

Brianne Hall <b.herself@gmail.com>

Public Comment on August 2025 Agenda Item Wednesday 15a - Monterey County LCP Amendment No. LCP-3-MCO-24-0039-1 (Vacation Rentals).

Brianne Hall <b.herself@gmail.com> Sun, Aug 10, 2025 at 4:35 PM
To: CentralCoast@coastal.ca.gov

August 8, 2025

Public Comment on August 2025 Agenda Item Wednesday 15a - Monterey County LCP Amendment No. LCP-3-MCO-24-0039-1 (Vacation Rentals).

Dear Commissioners,

I urge you to vote NO on Monterey County's proposed ban on Coastal Visitor Rentals (CVRs) in Big Sur.

The regulations are not aligned with the Coastal Act and fail to balance the public's right to access the coast, especially south of Carmel. Even the staff report concedes there is "little evidence" that banning CVRs will increase workforce housing. In reality, this proposal restricts coastal access without preserving coastal resources. Some key points to take into consideration:

1. Visitor Experience and Coastal Connection

Short-term rentals are not just about the price, although they are often more affordable than hotels when you include kitchens, parking, and no extra resort fees.

They provide something hotels cannot:
- Immediate proximity to nature, hiking trails, and the ocean
- A peaceful, residential setting that helps visitors connect with the coast and the community

If the goal of the Coastal Act is to foster public appreciation and stewardship of the coast, keeping this kind of visitor experience is essential.

2. Coastal Commission Precedent

A total ban would conflict with Commission precedent in places like Sonoma and San Luis Obispo Counties, where the Commission approved small-scale, permitted STRs including guesthouses and ADUs while protecting coastal resources. These models keep existing permitted units in operation instead of eliminating them.

3. Traffic and Resource Use

While the county doesn't mention it in their regulation, a large part of their discussion during public meetings focused on the traffic and resource impacts of STRs.
- Traffic: STR guests are already in the area and travel at non-peak times. Removing local accommodations will increase day-trip traffic from the Monterey Peninsula and farther away, adding congestion and emissions.
- Resource Use: STRs are occupied fewer days per year than long-term rentals, meaning less water, septic, and energy use. They are also maintained to higher standards.

4. False Access Claims

The County's "Limited Rental" model would reduce meaningful access:
- Whole house rentals capped at three groups per year are not viable for owners and would not convert to long-term housing.
- Currently, 24 STRs on the Big Sur coast host about 4,000 visiting groups annually, including families, writers, and couples who experience the coast's unique remoteness and lack of cell service.
- The proposed model would reduce this to a fraction of current levels and remove the kind of special access Big Sur offers.

5. The Hosted Rental Myth

There are no hosted rentals on the coast today, and there is no reason to expect them in the future. Few owners will share living space with strangers, and most guests prefer privacy. Rates for hosted rentals are too low to cover cleaning costs, making them economically unrealistic. This so-called compromise will not create meaningful coastal access.

6. No Proven Housing Benefit

In markets where STR bans were enacted, there is no evidence that rents decreased or long-term housing supply increased. Many homes simply became second homes, which reduced both housing availability and public access.

7. Better Models Exist

Other coastal counties with similar natural resources, including Marin, Santa Cruz, and San Luis Obispo, manage STRs without outright bans:

- Grandfather existing units that were legally operating.
- Allow guesthouses and historic cabins already used as STRs to continue without forcing $7,000 Coastal Development Permits.
- Limit only new STRs, similar to the Sonoma County approach.

Historic Big Sur cabins often lack space and amenities for long-term tenants but are ideal for short visits. This keeps public access strong while protecting housing stock.

8. Displacement of Community

I can vouch that this regulation will force me to sell my property to a second or third homeowner, like many others I know. I have no impact on my neighbors and depend on the income for my livelihood as I don't have any retirement. This blanket ban is unjust and will negatively impact many retirees that depend on STRs to survive in one of the most expensive places to live in California. We are a part of our community and live here year round providing jobs and revenue to the county.

In conclusion:
A ban is not balance and will negatively impact the community. It is an overreach that serves the political interests of a few at the expense of the public's right to enjoy the coast. The Commission should instead adopt a limited, grandfathered model that protects existing STRs, guesthouses, and ADUs while preventing uncontrolled growth. This approach meets the Coastal Act's mandate for public access and supports the community's environmental values.

Respectfully,
Brianne
Big Sur Coast Resident & Community Member

From:	Lucas Handy
To:	CentralCoast@Coastal
Subject:	Public Comment on October 2025 Agenda Item Friday 13b - Monterey County LCP Amendment No. LCP-3-MCO-25-0034-1-Part A (Accessory Dwelling Units).
Date:	Saturday, October 4, 2025 1:21:25 AM

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Dear Commissioners,

My name is Lucas Handy, and I serve as the South Coast Representative on the Big Sur Multi-Agency Advisory Council (BSMAAC). I am writing on behalf of the entire South Coast community of Big Sur to express strong support for the staff recommendation on this agenda item.

Our community is in the midst of a critical housing crisis. Service workers, small families, and long-time residents are being displaced as property values rise and absentee ownership increases in our community. Without access to more ADU permits, Big Sur risks losing the very people who sustain our schools, staff our small businesses, and provide essential services to both residents and visitors.

Removing the restrictive cap and allowing ADUs under the staff's proposed framework is extremely essential. It would create desperately needed housing for our local workforce and families while maintaining the environmental safeguards that protect this treasured coastline.

For these reasons, we strongly urge the Commission to adopt the staff recommendation and ensure that Big Sur remains not only a place of natural beauty but also a living, thriving community.

Sincerely,

Lucas Handy

South Coast Representative

Big Sur Multi-Agency Advisory Council

From: Heidi Hopkins
To: CentralCoast@Coastal
Subject: Agenda Item F13b: LCP Amendment
Date: Friday, October 3, 2025 12:55:10 PM

[You don't often get email from h2hopkins@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Dear Commissioners:

As a landowner and long-time resident of Big Sur, I write in support for the LCP Amendment No. LCP-3-MCO-25-0034-1-Part A - Accessory Dwelling Unit Update. Big Sur faces an excruciating affordable housing shortage despite -- or as a result of -- the area being a prime tourist attraction. My support for the Amendment is contingent on the Amendment also prohibiting use of ADUs for short-term rentals. Short-term rentals (currently illegal, but still possibly ongoing) are among the activities that exacerbate the current housing shortage.
Heidi Hopkins

From:	Trey Kropp
To:	Ammen, Breylen@Coastal
Subject:	Re: Public Comment on Monterey County LCP Amendment No. LCP-3-MCO-25-0034-1-Part A (Accessory Dwelling Units).
Date:	Friday, October 3, 2025 7:19:08 PM
Attachments:	image002.png

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Hello Breylen,

Thank you. I really appreciate your reply. While I understand that LUAC review is a County process outside the scope of the LCP amendment, my concern is with the practical effect of approving a **streamlined CDP process** for ADUs in Big Sur.

Under Monterey County's current process, a **standard CDP is discretionary** — it requires findings, staff analysis, and is almost always referred to the LUAC for review before action is taken. That LUAC review has been the consistent safeguard ensuring projects in Big Sur are measured against the Land Use Plan and evaluated with local knowledge.

By contrast, the proposed **"streamlined" Coastal Administrative Permits** are intended to be handled as **non-discretionary approvals** based only on "objective standards." These permits are processed by staff without a hearing, and almost never referred to the LUAC because there is no discretionary judgment to trigger a referral.

This is the core problem: while the amendment still requires CDPs, the shift to the administrative track effectively removes LUAC review from the process. In Big Sur, that means the community loses its only meaningful avenue for early input on ADUs.

I believe the Commission should acknowledge this consequence when considering certification. Approving this amendment is not just about ADUs — it is about whether the unique system of local review in Big Sur will be bypassed through a change in process.

Please include this email in the public record for Agenda Item so Commissioners can weigh how streamlining will function on the ground in Big Sur.

Sincerely,

Trey Kropp

Big Sur Resident

On Fri, Oct 3, 2025 at 2:13 PM Ammen, Breylen@Coastal <breylen.ammen@coastal.ca.gov> wrote:

> Dear Trey,
>
> Thank you for your interest in this LCP amendment; I hope this response helps provide some clarity on how the proposed amendment relates to LUAC review.

The LUACs are entities by created by a County; as I understand it, their charters are created by the County Bord of Supervisors. The LUAC review process is therefor a County process outside of the LCP. The existing ADU regulations do not require LUAC review, and nor does the proposed amendment. While we greatly appreciate the input of the LUACs on projects, particularly in Big Sur, any changes to the scope of LUAC review for ADUs is in the County's hands and is outside the scope of this amendment and outside the scope of the Commission's authority. Please feel free to reach out if you have any questions.

Kind Regards,

Breylen Ammen

Coastal Planner | Monterey County

CALIFORNIA COASTAL COMMISSION

725 Front Street, Suite 300

Santa Cruz, CA 95060

(831) 427-4863

From: Trey Kropp <treykropp@gmail.com>
Sent: Saturday, September 27, 2025 8:28 AM
To: CentralCoast@Coastal <CentralCoast@coastal.ca.gov>
Subject: Public Comment on Monterey County LCP Amendment No. LCP-3-MCO-25-0034-1-Part A (Accessory Dwelling Units).

You don't often get email from treykropp@gmail.com. Learn why this is important

Dear Chair and Commissioners,

I am writing from Big Sur regarding the proposed Monterey County LCP amendment on Accessory Dwelling Units. While I understand and support the state mandate to expand housing opportunities, I must strongly object to the portion of this ordinance that

"streamlines" Coastal Development Permit review in a way that bypasses Local Land Use Advisory Council oversight.

In a place like Big Sur, LUAC review is not an inconvenience — it is essential.

- **Local knowledge matters.** LUAC members live here, know the land, and understand the impacts of development on viewsheds, slopes, fire safety, water, and sensitive habitats in ways that cannot be captured by administrative review alone.
- **Absentee ownership is rising.** Increasingly, properties are owned by individuals who do not live in Big Sur and are not part of the community. LUAC review is often the only mechanism by which projects are vetted by people who are accountable to this community and who experience the impacts of development directly.
- **Transparency is owed to the public.** LUAC meetings provide a forum for neighbors and stakeholders to raise concerns before permits are issued. To remove this layer of review is to remove the community's seat at the table.

The Coastal Commission and the Monterey County LUP have always recognized that Big Sur is an extraordinary and fragile coastal resource. The critical viewshed, ESHA protections, and rural character policies exist because this place is unique and cannot be treated the same as suburban Carmel or North County. That uniqueness demands stronger public oversight, not less.

It is not a big ask to require LUAC review for ADUs in Big Sur. In fact, it is owed to our community as part of the balance that the Coastal Act promises: development may occur, but only when consistent with resource protections and the character of local communities.

I urge the Commission to amend this ordinance to **restore LUAC review for all ADUs in Big Sur**. Streamlining may be appropriate in urban areas where development patterns are uniform, but in Big Sur, it is unacceptable. Our community's voice must not be cut out of decisions that directly shape its future.

Respectfully,

Trey Kropp
Big Sur, CA

--
Trey Kropp
Wilderness Wireless
PO Box 139
Big Sur, CA 93920
(831)-238-2141

From:	Norman Boccone
To:	CentralCoast@Coastal
Subject:	Public Comment on October 2025 Agenda Item Friday 13b - Monterey County LCP Amendment No. LCP-3-MCO-25-0034-1-Part A (Accessory Dwelling Units).
Date:	Tuesday, September 30, 2025 9:24:21 PM

You don't often get email from norm@sjrugby.org. Learn why this is important

There is a significant housing shortage in North Monterey county:
https://chpc.net/wp-content/uploads/2024/05/Monterey_Housing_Report-2.pdf

It has been years since CA changed the ADU laws; you should not delay this decision any longer.

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County of Monterey

Item No.18

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: OBM 25-171

November 18, 2025

Introduced: 9/2/2025

Version: 1

Current Status: Agenda Ready

Matter Type: Other Board Matters

Referral Matrix and New Referrals

Monterey County Board of Supervisors

MEETING: **November 18, 2025 - Other Board Matters**

SUBJECT: Board Referrals Update

DEPARTMENT: County Administrative Office

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
1	2017.18	9/19/17	Board	CAO		Bokanovich	Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners.	The item was presented to the Board on 10/2/2018. The Board directed that HR: 1) convene a committee of Department Heads that manage significant boards and commissions to develop a Commissioner Recruitment Strategy; 2) ask departments to provide information related to the diversity of their current volunteer Commissioner's and committee members; and 3) work with County Counsel and Auditor to determine what would be involved/required to actively implement reimbursement to these volunteers, with budget/cost implications. Referral modified on August 24, 2021 to include: A) an assessment on how commissions are being utilized; how well they are serving in their advisory function to the Board; staffing levels of various committees, and, how that may or may not contribute to their functioning; and, B) referring the referral to the Board of Supervisors - Human Resources Committee to engage in discussion and bring back recommendations to the full Board. This item was discussed with the Human Resources Committee in late January 2022. The referral was been reassigned to the County Administrative Office for response. Additional time is needed for information gathering. Staff anticipates a further response to the Board in ~~January 2025~~ ~~July 2025~~ August 2025.	Pending
2	2017.20	11/19/19	Alejo	PWFP		Ishii	Lease agreement between the City of Salinas and the County of Monterey regarding County's parcel adjacent 855 East Laurel Drive in Salinas for the implementation of a BMX Bike Track, new Skate Park, and sidewalk on East Laurel Drive in Salinas.	An initial referral was initiated on September 15, 2017. On September 1, 2017, Supervisor Alejo held a meeting with the City of Salinas, County RMA staff, and a BMX bike park and skate park engineers/designers to review the property. County Staff conferred with City Staff relative to the City's update of their Parks Master Plan. RMA has also been coordinating with City staff regarding sidewalks on County-owned lands along East Laurel Drive adjacent to this property (between Sanborn Road and Constitution Boulevard). The referral was closed on May 7, 2019 for staff to pursue efforts for a Shelter at 855 E. Laurel. RMA is preparing to bring a master planning effort for use of County lands, specifically lands at Natividad/Laurel in Salinas. This matter is reinstated for reconsideration. Public comment on this item was received on January 14, 2020. Item was pulled from the June 16, 2020, Board meeting agenda and is on hold pending identification of funding. Staff to consult with requesting Supervisor prior to resubmitting item to the Board. PWFP staff continues to work with our state legislative consultants to identify potential grant opportunities. At the September 14, 2021 Board Meeting, the Board provided direction to PWFP staff to apply for Prop 68 grant funding. On January 20, 2022, the County submitted a $3 million application to the Prop 68 Regional Park Program. Project implementation is pending notification of a grant award. On August 24th, the County was notified that its project applications were not selected for grant funding - the process was highly competitive and oversubscribed. Staff will continue to find new opportunities to raise fund to build the project. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Staff received noticed from the Salinas Regional Soccer complex that they would be proceeding with the design and placement of the skate/bike park within their complex and would include it as part of their operations. Project is on hold pending funding. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Staff submitted for FY26 Federal Earmarks.	**Postponed**
3	2018.28	12/4/2018	Phillips	HCD		Spencer	Affordable Housing in the Coastal Zone	Amend County LCP to be consistent with the Coastal Act regarding affordable housing, authorize staff to investigate processes and provide language revision recommendations to the Local Coastal Plan. A presentation was provided to the Board on January 15, 2019. Section 30500.1 was added by Senate Bill 626 in 1981 to state: "No local coastal program shall be required to include housing policies and programs." HCD is working on the 6th Cycle Housing Element which includes housing opportunity sites in the Coastal Zone. The Housing Element is anticipated to be completed by September 2025. HCD staff have coordinated with Coastal Commission staff on the properties that fall within the coastal zone. HCD staff has also coordinated with the Coastal Commission on housing policies contained within our Land Use Plans that integrate affordable housing policies as we update those plans (for example: Moss Landing Community Plan and Big Sur Land Use Plan updates). This work is ongoing.	Pending
4	2020.22	7/7/2020	Church	CAO		Bokanovich	Referral Process Amendment	This referral requests that the process be amended to have Board approval for a referral as part of an agenda item showing the purpose of the referral, costs, time, challenges, and details of the project. In April 2021, the Board approved an amended Board Referral process, which included an exception for urgent matters and provided for Board review of pending referrals on an annual basis. Board review of the referral procedures is anticipated to occur in January 2025, in conjunction with other Board policies. Staff anticipates a further response to the Board in ~~July 2025~~ August 2025.	Pending
5	2021.05	3/2/2021	Alejo	PWFP		Ishii	Monterey County COVID-19 Victims Memorial	This referral seeks to create a permanent memorial with the names of all COVID-19 victims of Monterey County on the Monterey County Government Campus at 168 West Alisal Street. A presentation was provided to the Board on March 22, 2022. Staff was directed to seek potential match from partners and return to the Board in 45 days for further direction. Staff has been seeking potential partners and will be reporting back. The Board approved a revised concept at its June 22, 2022 meeting. Staff is coordinating with the Budget Office to establish fund to receive donations, and staff is seeking potential donors. On September 13, 2022 the Board of Supervisors approved staff's request to enter into a capital campaign with Monterey County Community Foundation to raise funds to complete the project. Staff provided an update to the Board on June 13, 2023. Staff provided a status update at the June 13 BOS. Funding efforts are at 44% overall project cost. Funding raising efforts have raised enough money to develop plans for permit. Staff initiated a draw from the Community Foundation fund to begin drawings for permit. Construction implementation is pending additional funding. Unfunded project budget of $50,000 is proposed for FY26 CIP funding and prioritization.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
6	2021.09	5/25/2021	Church/Askew	CAO		Bokanovich	Review of Board Committee Responsibilities	This referral seeks to clarify the purpose and responsibilities of each Board of Supervisors committees to improve staff workflow and Board decision making ability. A preliminary analysis was approved by the Board on June 15, 2021. Staff will be submitting a response to this referral for Board consideration in May 2022. The referral has been reassigned to the County Administrative Office for response. Board is scheduled to conduct its 2nd annual evaluation of pending referrals on March 28, 2023. To avoid future delays, all annual evaluations will be scheduled to occur the first month of each calendar year. Board review of the referral procedures is anticipated to occur in October, in conjunction with other Board policies. Staff anticipates a response to this referral in ~~January 2025~~ ~~July 2025~~ August 2025..	Pending
7	2021.25	11/16/2021	Askew	HCD		Spencer	East Garrison Street Renaming	This referral seeks to identify the process and funding for the renaming of certain streets in East Garrison and revise the naming approval process. A preliminary response was provided to the Board on January 11, 2022. Staff presented to the Board at the May 3, 2022 Board Meeting, and received direction from the Board. HCD has been directed to engage with the public and determine interest in changing the street names within East Garrison. HCD attended the East Garrison CSD (EGCSD) meeting on May 11, 2022, to present the matter. HCD staff will develop a draft program. The program will likely be presented to the Board for consideration once developed. Proposed completion date of October 2025.	Pending
8	2021.29	12/7/2021	Adams	PWFP		Ishii	Increased Fines for Big Sur Roadside Camping Prohibition	This referral seeks to increase the administrative citation and fine amounts for citations issued under Monterey County Code Section 14.18.020.A. This is a follow-up to Board Referral No. 2019.16 (Big Sur Roadside Camping Prohibition Enforcement). A preliminary response was provided to the Board on January 11, 2022. The Ordinance increasing the existing fine amount to $1,000 was adopted by the BOS at its July 26, 2022 meeting. New signage to indicate the increased fine amount has been installed on all existing camping prohibition signs. Staff continues coordination with the Big Sur Byways Organization and District 5 on installation of additional new signs. Staff continues to coordinate with Caltrans and Coastal Commission on getting the necessary approval/permits to install along SR 1. Staff is working with HCD regarding Coastal permits. Proposed completion date of ~~January~~Fall 2025.	Pending
9	2022.02	1/11/2022	Askew	CAO		Blitch/Chiulos	Sheriff Oversight Board Formation	This referral seeks to explore formation of a Sheriff Oversight Board. Assembly Bill 1185 authorized counties to establish a sheriff oversight board to assist the board of supervisors to fulfill its duties related supervising the official conduct of all county officers, including the sheriff. An oversight board would consist of civilian residents appointed by the board of supervisors. Formation of the oversight board can be accomplished by action of the board of supervisors or through a vote of county residents. This referral requests the Board of Supervisor form such an oversight board and that staff return with a report that includes bylaws, formation resolution, and an outline of administrative capacity needed to support the oversight board. A preliminary response was provided to the Board on March 22, 2022; at which time, the Board took action to defer the item until after the new Sheriff is elected and the Board has had an opportunity to establish a relationship. An Ad Hoc Committee has been established by the Board to study the various options concerning oversight of the Office of the Sheriff, pursuant to Assembly Bill 1185. Report is currently with Ad Hoc committee for review and revision.	Pending
10	2022.04	2/1/2022	Church/Lopez	~~PWFP~~ HCD		~~Ishi~~ Spencer	Revisit Rossi Road Extension Plan	This referral seeks to revisit the Rossi Road extension plan and explore solutions to alleviate traffic congestion and improve traffic circulation in the Boronda area as a result of the population and business growth and the relocation of the SVSWA transfer station and Republic Services' yard. A preliminary response was provided to the Board on March 8, 2022. A Town Hall was conducted on July 27, 2022. A working group has been started, and next steps and roles are being established. CEQA and funding are also being researched and discussed. HCD staff is preparing a draft MOU with the City of Salinas. The draft MOU will be presented to the Board once completed. Proposed completion date of December 2028.	Pending
11	2022.14	4/19/2022	Lopez	PWFP		Ishii	Harkins Road	This referral requests that staff investigate the possibility of changing Harkins Road into a one-way street. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. PWFP engaged consultant support to evaluate a potential one-way concept for Harkins Road, and a community meeting was held in Spreckels on December 5, 2022 to get feedback. Staff provided a verbal update to the referring Supervisor in January and a report to the Board is planned for the ~~February 28, 2023~~ March 7, 2022 Board meeting. With the Board Report seeking approval for the Harkins/Hunter project, staff is presenting our recommendation for the Harkins Road next week. The one-way option of Harkins is not being recommended. Staff is recommends upgrading signage and constructing improvements to the Harkins/Hunter intersection instead. The additional signs were installed at the Harkins/Hunter intersection to detour trucks around Spreckels. The one-way option was not recommended by the BoS. Continuing to monitor the effectiveness of the addition signs that were installed. Referring Supervisor has asked that this Referral be re-engaged for potential options, including pilot programs.	Pending
12	2022.22	9/27/2022	Alejo	PWFP		Ishii/Lerable	East Salinas District 1 Office/**District 1 Carryover Office Budget Funding For Planned East Salinas Office**	This referral requests that staff search and open a District Office for District 1 in East Salinas 93905 to provide greater office access to constituents in this area of Salinas with the greatest need. A preliminary response was presented to the Board on October 25, 2022. A site has been identified and staff is coordinating with the landlord on ADA upgrades prior to executing the lease. **Modified by the referring Supervisor on May 18, 2023 to include that any leftover District 1 office budget funding for 2022-23 be carried over into the next fiscal for the specific purpose of paying and offsetting any costs in opening the D1 office in East Salinas.** Real Property continues to keep an active search open for available office space within District 1 and provide occasional update to Supervisor Alejo of staffs efforts. Currently there are no opportunities available that meet the Supervisor's requirements. PWFP Real Property Staff is continuing to search for viable office space based on the D1 Office needs within the Alisal District 1 Area on a consistent basis. To date, no viable office options which meet the D1 office needs for required sq. ft., security needs and accessibility have been located. Staff will continue to present any viable options located to the D1 Office as warranted.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
13	2023.03	2/7/2023	Alejo	HCD		Spencer	Affordable Senior Housing Project at 855 East Laurel Drive	This referral purpose is to approve using a vacant county property at the eastern-corner portion of 855 East Laurel Drive to construct affordable housing units for Monterey County seniors. A preliminary response was provided to the Board of Supervisors on February 28, 2023. HCD staff has met with the Housing Authority who have expressed an interest in partnering with the County on such a project. HCD is also coordinating with PWFP on plans for the Laurel Yard campus which are currently in development. Separately, HCD has been progressing an affordable housing project at this same site. On February 7, 2023 the Board approved an Exclusive Negotiating Agreement with Eden Housing Inc. for design and development of an Affordable Housing Multifamily Rental Housing Project. December 12, 2023, the Development Review Committee considered Eden's two-phase 132 rental unit affordable housing project. County has procured outside legal counsel and negotiations with Eden for a Disposition and Development Agreement with Long-Term Ground Lease are underway, which are anticipated to come to Board for consideration late spring 2024. The potential for a senior housing project will be presented to the Board once the Eden housing project is completed and PWFP has identified any remaining needs for land at the Laurel Yard. Proposed completion date of December 2026.	Pending
14	2023.09	4/18/2023	Alejo	PWFP		Ishii	Salinas Regional Soccer Complex Grant Opportunities	This referral seeks that county staff assist in two grant opportunities for the Salinas Regional Soccer Complex that requires the County of Monterey to be lead applicant as the real property owner. Staff will provide an update to the Board on May 9, 2023. Staff presented a referral response on May 9 and May 15th. BOS provided direction to modify the referral by continuing to work with the Sport Authority on funding on options to bring back to the board for discussion. Staff will continue to collaborate with SRSA to find partner on new grant opportunities. Staff worked with Leg Staff to submit a request for federal earmark. Project was selected by Rep. Lofgren to advance to the House Appropriations Committee for further consideration of a federal earmark.	Pending
15	2023.13	7/11/2023	Church	PWFP		Ishii	Laurel Yard Master Plan	This referral requests that county staff analyze the current and proposed uses of the County owned properties at and around the Laurel Yard in Salinas and engage in a master plan to ensure compatible development consistent with County operations and community objectives to determine if the Laurel Yard should be relocated and potential sites for consideration. A preliminary response was presented to the Board on August 29, 2023. Staff provided a status update to the Board on September 17, 2024. Site is included in the County-wide Master Plan and will be analyzed in context of the County's overall needs. Master Plan expected to be completed in Fall 2025.	Pending
16	2023.17	7/19/2023	Adams	HCD		Spencer	Safeguard & Maintain Historic Buildings in Monterey County	Referral requests the County pass a local ordinance where it shall be unlawful for any person to cause or cause others to act to burn or structurally damage a structure that has been listed on a city, county, state, or national list of historic properties. This includes owners of a structure listed on a local, state, or national register of historic structures. HCD staff presented a preliminary response to this referral on September 12, 2023. The Board directed HCD to proceed with updating the County's Historic Preservation Ordinance to incorporate penalties for unlawful damage to historic resources. Updates to the Historic Preservation are on the long-range work plan for HCD and are programed to be completed in future years.	Pending
17	2023.20	11/7/2023	Church	Health		Jimenez	Littering Fines	This referral requests that staff amend County Code 10.41.040 to establish clear and significant penalties for littering and dumping by adopting fines parallel to that of San Benito County. Environmental Health will be presenting a draft Ordinance at the Board of Supervisors meeting on January 30, 2024, requesting that a Public Hearing be set to adopt the Ordinance. The ordinance will be set on February 27th for adoption, and direction was given by the Board to come back in one year with an update on the number of administrative violations, how many fines have been levied, and the total amount of fines. Staff will return to the Board of Supervisors with an update on implementation efforts and findings in March 2025. Since the adoption of higher fines for illegal dumping, EH has issued one citation on 12/13/2024 in the amount of $2,500. The citation was issued based on video images captured from surveillance cameras installed specifically to capture illegal dumpers. The Two cameras were installed in the right of way in a location known for illegal dumping. Staff was to bring back an update to the Board in March of 2025. Staff provided an update to the Board on April 22, 2025 and were directed to give an update in 6 months of the effectiveness of the cameras and a renewal of the software agreement.	Pending
18	2023.21	11/7/2023	Church	CAO		Chiulos/Bokanovich	Non-County Entity Appointments Procedure for Supervisors	This referral requestst that staff amend the current policy for appointments of County Supervisors to Non-County entities. In November 2023, the Board established an ad hoc to review and vet non-county entity appointment procedures. A meeting of the Ad Hoc was convened in late October 2024. An update report will be provided to the Board on ~~December 4, 2024 July 2025~~ August 2025.	Pending
19	2023.22	11/28/2023	Adams	PWFP		Ishii	Bixby Bridge - Traffic and Pedestrian Safety	Referral requests that staff identify solutions to respond to the immediate health and safety emergency concerns at the Bixby Bridge in Big Sur due to increased levels of visitation resulting in traffic congestion, parking issues, blocked residential access, and unsafe illegal pedestrian crossings across Highway 1. Staff presented a Preliminary Analysis Report to the Board on January 23, 2024. Staff will provide updates as they meet with the working group. Urgency Ordinance was approved by the Board of Supervisors on June 25, 2024. Next steps are to work with HCD on Emergency Coastal Development Permit. Proposed completion date of August 2024. The permit for the Urgency Ordinance was approved. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
20	2024.03	3/12/2024	Lopez	CAO		Vaughn	Wine Improvement District	This referral requests examination of sales or transactions and use tax records for the purpose of forming a wine improvement district in Monterey County. A preliminary response was presented to the Board on April 23, 2024. Staff is continuing to work with Vintners and will provide an update to the Board at a future date.	Pending
21	2024.04	3/23/2024	Church	CAO/PWFP		Paolinelli/Ishii	Maintenance of Little Bear Creek: Permits	This referral requests a study of permit processes for cleaning and long-term maintenance of Little Bear Creek. A preliminary response will be presented to the Board on April 16, 2024. PWFP is acquiring a hydrologic and hydraulic study proposal from one of our on-call consultants. This is the next step identified in the Preliminary Analysis Report. There is currently not enough information to determine a completion date. Much will depend on State and federal regulators (as well as the public and Board if this effort should be funded). The hydrologic and hydraulic study is underway.	Pending
22	2024.05	5/14/2024	Church	PWFP		Ishii	Speed Hump Fee Waivers for Low-Income Neighborhoods	This referral requests that the Board implement a policy that will waive the fees for speed hump installment in low-income neighborhoods to create safer roads. A preliminary response was presented to the Board on June 8, 2024. Staff is proceeding with the process presented in the preliminary response and exploring prioritization criteria and funding options. However, research and analysis is more involved than initially anticipated. Staff anticipates having more information to report in Summer 2025.	Pending
23	2024.07	5/14/2024	Alejo	HCD		Spencer	County Tenant Relocation Assistance Ordinance Update	This referral request is to update the current County Relocation Assistance Ordinance 18.15.050 – "Tenant relocation provisions for rental housing" to allow an option by the County of Monterey to require landlords/property owners, who violate the county housing ordinance, to pay owed tenant relocation assistance upfront into a county account so that tenants can claim the owed rent later, without having to interact with the landlord/property owner and to better track payments made to housing victims and ensure timeliness. A preliminary response was presented to the Board on June 25, 2024. The Board provided direction to HCD to prepare an ordinance that amend current requirements to authorize the County to provide tenant relocation assistance directly to impacted families and individuals and to seek reimbursement from the landlord/property owner for those costs. The ordinance is on the list of long-range planning projects and is scheduled in "future years." The Board is asked to help review and prioritize the long-range projects annually.	Pending
24	2024.10	9/10/2024	Church	Health		Jimenez	Allow POU/POE Water Treatment for New Construction (Including ADUs)	To allow for Point of Use/Point of Entry water treatment devices to be used for new construction on vacant legal lots of record and for accessory dwelling units (ADUs). A preliminary response will be presented to the Board on October 1, 2024. EHB has prepared a draft amended ordinance that will be sent to County Counsel for review this week. The amendments add the option to use POU/POE for new development on a vacant lot or for an ADU or other second unit. Once County Counsel approves the amended ordinance, EHB will contract with Rincon to do the Initial Study. It is necessary to prepare the draft ordinance before contracting with Rincon, so they know what to include in the initial study. The updates in the amended ordinance regarding new development are the same as Rincon analyzed in the initial CEQA document, which will help streamline the process. Staff gave an update to the Board on April 22, 2025 and were instructed to return by December 2025 with a proposed amendment to the ordinance and an initial Study-Mitigated Negative Declaration evaluation.	Pending
25	2024.11	9/10/2024	Church	Health		Jimenez	Modifications to the County's Rooster Ordinance	This referral seeks to modify the County's Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County. A preliminary response will be presented to the Board on October 1, 2024. Staff presented a Preliminary Analysis Response to the Board on 10/1/24 where the referral will be deemed complete contingent upon staff returning in 6 months with recommendations for updating/changing the Rooster ordinance. Staff is waiting to see if there is a change in State law and will bring the update back to the BoS once that information is confirmed next month (March 2025). Then a date will be set on the Board Agenda for an update. Staff is working on a letter of support for AB-928 (Rogers) Cockfighting Cruelty Act that is going to the Hitchcock Road Advisory Committee the week of May 19, 2025.	Pending
26	2024.12	9/24/2024	Aeljo	HCD		Spencer	1220 Natividad Road Property Repurposing for County Housing Trust Fund	This referral requests a feasibility study for developing commercial uses of County property located 1220 Natividad Road (old Ag Commissioner's Office off of East Laurel Street) with proceeds capitalizing the Monterey County Local Housing Fund (MCLHTF). The study should identify the types of potential users, demand for commercial uses at this location, potential lease revenue generated by the property, and legal requirements to lease the property to fund the MCLHTF. A preliminary response was presented to the Board on October 15, 2024. The Board directed HCD to coordinate with Public Works, Parks, and Facilities to incorporate the option for commercial use of 1220 Natividad Road in the Facilities Master Plan. See Referral 2023.13.	Pending
27	2024.13	9/24/2024	Alejo	CAO		Paolinelli	Tiny Homes Village Renaming	This referral requests that the name of the pending Tiny Homes Village in Watsonville be changed to a more suitable name that inspires hope, that is easy to pronounce bilingually, and that has input from Monterey County, Santa Cruz County and the City of Watsonville. A preliminary response will be presented to the Board in January 2025. The Supervisors agreed that the renaming of the Watsonville Tiny Village will not be revisited until the Building Permit has been issued. The Counties are still working closely with the City to meet the remaining components of this process. Staff anticipates it will be completed in May 2025. Staff will provide a response to the Board on October 7, 2025.	Pending
28	2024.17	12/3/2024	Church	HCD/CAO		Spencer/Paolinelli	Policy for Evaluating Housing Economic Impacts on Residents in Legislative Decisions	This referral request for the Board of Supervisors to implement a policy requiring an assessment of potential housing economic impacts on residents in the legislative decision-making process. A preliminary response will be presented to the Board on February 4, 2025.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
29	2025.01	2/4/2025	Alejo	County Counsel		Blitch	Monterey County Fracking Ban	The purpose of this referral is to draft an ordinance that would prohibit fracking in Monterey County. Staff provided a preliminary response to the Board on 12/3/24 and were directed to return to the Board after presenting to the Coastal Commission for consideration in 2025. The portions of Measure Z that implement a fracking ban in the inland portions of Monterey County have now been put in place. Specifically, the 2010 General Plan and Ford Ord Master Plan have been updated. In consultation with Coastal Commission staff, HCD staff learned that the coastal land use plan amendments need to return to the Board before they can be submitted to the Coastal Commission. County Counsel's Office staff is working with HCD staff to return to the Board with the item, and then resubmit to the Coastal Commission.	Pending
30	2025.03	4/22/2025	Askew	CAO/COB		Chiulos/Ralph	Encouraging Broad Diverse Applicant Pools with Transparent Outreach	This referral directs the County Administrative Officer and Clerk of the Board of the Board of Supervisors to ensure Board of Supervisors compliance with the Maddy Act and increase the transparency of outreach and encourage broad and diverse applicant pools for County Board, Committees, and Commissions, and Special Districts. Staff will provide a preliminary analysis response on May 13, 2025.	Pending
31	2025.04	4/22/2025	Askew	CAO/County Counsel/COB		Chiulos/Blitch/Ralph	Follow-up to Referral #2023.19 - Monterey County Regional Fire District Board of Directors (MCRFD) Vacancies, to ensure completion of BOS direction.	The purpose of this referral is to ensure BOS direction to prepare for review, adoption, and implementation of a Board policy ensuring timely noticing of recruitments for vacancies on the boards of special districts for which the BOS is the appointing authority, given as a result of Referral #2023.19, is completed. Staff will provide a preliminary analysis response on May 13, 2025.	Pending
32	2025.05	5/13/2025	Daniels	PWFP		Ishii	Bixby Bridge – No Parking	Requesting staff to define actions needed to continue the current emergency parking prohibition and maintain the physical measures implementing it beyond the conclusion of the CT Rocky Creek slip out repair project (currently estimated to be completed in June) without interruption unless/until a more global solution can be identified and implemented thru future projects. Staff will provide a preliminary analysis response on June 3, 2025.	Pending
33	2025.06	6/10/2025	Alejo/Lopez	Health		Elsa	Monterey County Health Department Clinics Indigenous Pilot Program	The purpose of this referral is design a pilot program at the Alisal Health Clinic in East Salinas to better meet the healthcare language needs of our Indigenous Oaxacan patients. Staff will provide a preliminary analysis response on ~~July 8, 2025~~October 21, 2026.	Pending
34	2025.07	8/5/2025	Alejo	PWfP		Ishii	The Alisal Arch of East Salinas	The purpose of this referral is to have the Board of Supervisors official support for the construction of an Alisal Arch in East Salinas and to financially contribute to the project. Staff will provide a preliminary response to the Board on ~~August 26, 2025~~ September 30, 2025.	Pending
35	2025.08	8/5/2025	Alejo	Health		Jimenez	Mitigation Monitoring for the Salinas Regional Soccer Complex	The purpose of this referral is to have the Monterey County Environmental Health Bureau and/or the County Public Works, Facilities and Parks provide contracted mitigation monitoring services for the Salinas Regional Soccer Complex expansion project. Staff will provide a preliminary response to the Board on September 30, 2025. Staff will provide an update to the Board on October 21, 2025.	Pending
36	2025.09	8/19/2025	Lopez	PWFP		Ishii	Anza National Historic Trail Auto Tour Signs	Partner with the National Park Service to facilitate the replacement of 14 official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail. A preliminary response will be provided to the Board on September 30, 2025.	Pending
37	2025.10	8/26/2025	Alejo	Health		Jimenez	Monterey County Spay and Neuter Ordinance for Cats and Dogs	The purpose of this referral is to enact a Spay and Neuter Ordinance for cats and dogs to address pet overpopulation, euthanasia rates, and overcrowded shelters with minimal staffing. A preliminary response will be provided to the Board on September 30, 2025.	Pending
38	2025.11	9/16/2025	Church	PWFP		Ishii	No Recreational Vehicle Parking on Railroad Avenue in Pajaro	This referral request for the Board of Supervisors to consider adoption of an ordinance to prohibit recreational vehicle parking on the entirety of Railroad Avenue in the unincorporated area of the County of Monterey and establish a tow-away zone, authorizing the immediate removal of vehicles that violate this no-parking restriction. Staff will provide a preliminary response on October 28, 2025.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
39	2025.12	10/14/2025	Church	CAO	Paolinelli/Vaughn		Formation of an Ad Hoc Committee on the Salinas Train Station (Intermodal Transportation Center) between the City of Salinas and County of Monterey.	The purpose of this referral is for the committee to coordinate station upgrades and maintenance, develop tourism strategies, develop economic development strategies, engage stakeholders, and identify funding opportunities.	Pending
40	2025.13	10/21/2025	Alejo	CAO	Chiulos/Pasculli		County of Monterey Facility Naming Policy	The purpose of this referral is to create a formalized process and policy for naming County of Monterey-owned and county-operated facilities. Staff will provide a preliminary response on November 18, 2025.	Pending
41	2025.14	10/21/2025	Alejo	CAO	Paolinelli/Vaughn		Monterey Count Arts Master Plan	The purpose of this referral is to initiate the development of an Arts Master Plan for the County of Monterey, designed to establish a long-term vision for promoting, supporting, and expanding public art throughout the county's unincorporated areas. Staff will provide a preliminary response on November 18, 2025.	Pending
42	2025.15	10/28/2025	Church	HCD/County Counsel	Spencer/Blitch		Urgency ordinance adopting a moratorium on Battery Energy Storage System (BESS) facilities in unincorporated Monterey County while regulations for BESS operations are developed	This referral seeks to adopt an urgency ordinance placing a moratorium on BESS facilities in unincorporated Monterey County and develop a countywide policy and oversight framework to govern the operations of all BESS facilities in Monterey County for the health and safety of residents and the environment. Staff will provide a preliminary response on November 18, 2025.	Pending
43	2025.16	11/18/2025	Alejo	NMC/Health	Harris/Jimenez		Esperanza Care 2.0	The purpose of this referral is to bring back the Esperanza Care Program in light of thousands of Monterey County residents who are expected to lose their MediCal coverage starting in 2026.	**NEW Pending approval on 11/18/25**
44	2025.17	11/18/2025	Askew	CAO	Chiulos/Hollingsworth		Local Government Outer Continental Shelf (OCS) Coordination Program and Coalition	The purpose of this referral is to consider adopting a resolution to affirm the County of Monterey's opposition to offshore drilling and seabed mining, as well as consider joining and financially contributing to the Local Governments OCS Coordination Program to ensure the local government perspective is not diminished in federal decision making.	**NEW Pending approval on 11/18/25**
								Completed by Executive Assistant on November 4, 2025	

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2025.16
Assignment Date: 11/18/25

SUBMITTAL - Completed by referring Board office and returned to CAO no later than noon on Thursday prior to Board meeting:

Date: 10/30/2025	Submitted By: Luis Alejo	District #: 1
Referral Title: Esperanza Care 2.0		
Referral Purpose: The purpose of this referral is to bring back the Esperanza Care Program in light of thousands of Monterey County residents who are expected to lose their MediCal coverage starting in 2026.		
Brief Referral Description: In 2015, the Monterey County Board of Supervisors approved $500,000 to create the Pilot Program for the Remaining Uninsured to provide healthcare services to county residents who remained uninsured and unable to pay for costly medical care, procedures and prescription medicines. At the time, it was estimated that 30,000 to 50,000 adult residents over the age of 25 were without any medical insurance due to their documentation status. The pilot program was later renamed Esperanza Care and became effective October 1, 2017 with an enrollment cap of 2,500. It provided limited scope pharmaceuticals, laboratory and radiology services. Starting in 2021, the program was expanded in scope of services, increased in funding to a $2.5M+ program, and the enrollment cap was increased to 4,500 maximum. However, with the historic MediCal expansion in California that covered all eligible adults regardless of immigration status in 2024, the Esperanza Program was ended. Unfortunately, due to the recent federal changes to Medicaid that funds California's MediCal via HR 1 on July 4, 2025, it is estimated that approximately 27,000 residents will lose their MediCal coverage starting next year. These dire circumstances merit bringing Esperanza Care back to once again serve our county residents who will have no other form of healthcare coverage.		

Classification - Implication	Mode of Response
☐Ministerial / Minor ☐ Land Use Policy ☐ Social Policy ☐ Budget Policy X Other: **HEALTHCARE**	☐ Memo X Board Report X Presentation **Requested Response Timeline** ☐ 2 weeks X 1 month ☐ 8 weeks ☐ Status reports until completed ☐ Other: _____ ☐ Specific Date: _____

ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s) Completed by CAO's Office:

Department(s): NMC/Health Department	Referral Lead: Dr. Charles Harris/Elsa Jimenez	Board Date: 11/18/25

REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:

Department(s):	Referral Lead:	Original Date:

ANALYSIS - Completed by Department and copied to Board Offices and CAO:

Department analysis of resources required/impact on existing department priorities to complete referral:	
Analysis Completed By: _____ Date: _____	**Department's Recommended Response Timeline** ☐ By requested date ☐ 2 weeks ☐ 1 month ☐ 6 weeks ☐ 6 months ☐ 1 year ☐ Other/Specific Date:_____

REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:

Referral Response Date:	Board Item No.:	Referrals List Deletion:

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2025.17
Assignment Date: 11/18/25
(Completed by CAO's Office)

SUBMITTAL - Completed by referring Board office and returned to CAO no later than noon on Thursday prior to Board meeting:

Date: 11/3/2025	**Submitted By:** Supervisor Wendy Root Askew	**District #:** 4

Referral Title: Local Government Outer Continental Shelf (OCS) Coordination Program and Coalition

Referral Purpose: Consider adopting a resolution to affirm the County of Monterey's opposition to offshore drilling and seabed mining, as well as consider joining and financially contributing to the Local Governments OCS Coordination Program to ensure the local government perspective is not diminished in federal decision making.

Brief Referral Description (attach additional sheet as required):
With the signing of the executive order Unleashing American Energy Act in January of 2025, federal agencies are moving quickly to open new offshore drilling opportunities. Additionally, in April 2025, President Trump signed the Unleashing America's Offshore Critical Minerals and Resources executive order, which promotes deep seabed mining that poses serious threats to California's coastal economies, marine ecosystems, and climate goals. As a result, Santa Cruz County has initiated the re-establishment of the Local Governments OCS Coordination Program. The group's original membership consisted of Santa Cruz, Monterey, San Luis Obispo, City and County of San Francisco, Marin, Sonoma, Mendocino, and Humboldt, along with several cities including Santa Cruz, Laguna Beach, and Newport Beach, and SANDAG. Individual local governments often lack the staff capacity to monitor fast-moving federal actions, review complex technical documents, and engage directly with Congress and federal agencies. Additionally, without coordinated participation, the local government perspective is often diminished in federal decision making. The Local Government OCS Coordination Program provides the infrastructure to address these challenges by offering shared resources, timely updates, and direct representation. It is estimated that the annual costs for the coordination efforts will be ~$250,000, which would be shared across participating jurisdictions to help reduce the cost burden on individual jurisdictions.

Classification - Implication	**Mode of Response**
☐ Ministerial / Minor **X Land Use Policy** ☐ **Social Policy** ☐ **Budget Policy** **X Other:**	☐ Memo **X Board Report** ☐ **Presentation** **Requested Response Timeline** ☐ 2 weeks **X 1 month** ☐ 6 weeks ☐ Status reports until completed ☐ Other: ☐ Specific Date:

ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s) Completed by CAO's Office:

Department(s): CAO	Referral Lead: Nick Chiulos	Board Date: 11/18/25

REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:

Department(s):	Referral Lead:	Date:

ANALYSIS - Completed by Department and copied to Board Offices and CAO:

Department analysis of resources required/impact on existing department priorities to complete referral:

Analysis Completed By: _____ Date: _____	**Department's Recommended Response Timeline** ☐ By requested date ☐ 2 weeks ☐ 1 month ☐ 6 weeks ☐ 6 months ☐ 1 year ☐ Other/Specific Date: _____

REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:

Referral Response Date:	Board Item No.:	Referrals List Deletion:

Note: Please cc Claudia Escalante and Karina Bokanovich on all CAO correspondence relating to referrals.

County of Monterey

Board Report

Legistar File Number: PAR 25-018

Item No.19

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 11/10/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

Receive a preliminary response to Referral Number 2025.15 (Church) regarding adoption of an urgency ordinance placing a moratorium on new Battery Energy Storage Systems (BESS) in the unincorporated areas of Monterey County while new policies and regulations for BESS are developed.

RECOMMENDATION:
It is recommended that the Board of Supervisors receive a report and provide direction to staff to prepare an interim ordinance (4/5ths vote required to adopt an interim ordinance) and proceed with development of new regulations for BESS in the unincorporated areas of Monterey County.

SUMMARY:
On October 22, 2025, Supervisor Church introduced a referral (Referral No. 2025.15) requesting adoption of an urgency ordinance placing a moratorium on Battery Energy Storage System (BESS) facilities in the unincorporated areas while the County develops policies for oversight, permitting and operations of BESS facilities. Housing and Community Development (HCD) and the Office of County Counsel have been assigned lead roles in responding to this referral. This report provides a preliminary response to the referral pursuant to the Board Policy Manual regarding the referral process.

For the purposes of estimating costs, efforts, challenges, and timing on this referral there are two distinct but required and related efforts that HCD and the Office of the County Counsel would undertake: the preparation and adoption of an interim ordinance, and the development of new rules during the time the interim ordinance is effective.

DISCUSSION:

Interim Ordinance

California Government Code section 65858 allows local jurisdictions to adopt, without following the procedures otherwise required for adoption of a zoning ordinance (as an urgency measure), and to protect the public safety health and welfare, an interim ordinance prohibiting any use(s) that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the local government intends to study within a reasonable time. An interim ordinance pursuant to this provision cannot be adopted or extended unless findings are made that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of the use(s) under current zoning rules would result in that threat to public health, safety, or welfare. Interim ordinances considered under Government Code section 65858 must be adopted by the Board of Supervisors with at least a 4/5th vote.

If adopted, the interim ordinance would be in effect for 45 days. That 45 days may be extended (4/5th vote required again) twice, by 10 months and 15 days and subsequently by 1 year, or once by 22 months and 15 days. In both cases, the interim ordinance could be effective for a total of 2 years.

If pursued, HCD working with the Office of County Counsel, would draft an interim ordinance and schedule the ordinance for Board consideration at a noticed public hearing and less than two months later, we would return to the Board for a second public hearing to consider an extension to the interim ordinance. It is anticipated that staff could have the interim ordinance before the Board in early February 2026. An ordinance extending the effective date would then likely be considered in late March/early April 2026 and we would have until February 2028 to work on long-term regulations.

HCD and the Office of County Counsel can accomplish the task of processing the interim ordinance with little costs or impacts to existing services. An interim ordinance is limited to prohibiting a use while rules are being studied. In this case, utility scale BESS facilities would be prohibited during the time the interim ordinance is effective. There is a high degree of confidence that the County can make the findings needed for the adoption of an interim ordinance relating to utility scale BESS in this case. However, there remains a state certification process under the State Energy Resources Conservation and Development Commission (Energy Commission) for BESS faculties capable of storing 200 megawatthours or more of electrical energy that may allow for BESS development despite a local prohibition/interim ordinance (California Public Resources Code section 25545 *et seq*.). As such, a BESS provider could bypass the County permitting process and seek approval directly from the Energy Commission if the proposed facility is capable of storing 200 megawatthours or more. (Public Resources Code section 25545.1). Specifically, even if the Board adopts an interim ordinance putting a moratorium on permitting for BESS facilities, an operator could still seek approval from the Energy Commission.

It is also worth noting that Governor Newsom just signed Senate Bill 283, authored by Senator John Laird (D-Santa Cruz), which requires battery developers to work directly with local fire agencies before construction begins. The new law also mandates safety inspections before a facility can go online, with the cost of those inspections covered by the facility owner. The bill goes into effect on January 1, 2026.

This step of adopting an interim ordinance establishing the temporary prohibition on BESS facilities can only be done in conjunction with the requirement to contemplate new rules for the review and oversight of BESS facilities in the unincorporated areas. The development of new requirements will take additional resources (see discussion below).

The Counties of Orange and Solano both adopted interim ordinances placing moratoriums on new BESS facilities. Both counties are still within the two years under the interim ordinances and studying permanent regulations.

New Rule Making

In connection with adoption of an interim urgency ordinance, the County of Monterey will be

committing to development of new rules for BESS facilities in the unincorporated areas with the goal of implementing the new rules before the expiration of the interim ordinance (2 years maximum). New rule adoption must follow normal state law procedures and legal requirements including environmental review, noticed public hearings, and opportunity for public participation. This step will take time. An exact timeline is difficult to determine at this stage.

Creating new rules for BESS facilities will involve staff time from multiple agencies including the MBARD, fire agencies, Sheriff, Health, the Department of Emergency Management, HCD, and the Office of County Counsel. Staff time would be needed for data collection, review of legal and technical information, public participation, inter-departmental coordination and consultation, public hearings, reports, ordinances, regulatory processes (CEQA, Energy Commission, Coastal Commission, etc.), and implementation. It is anticipated that HCD would lead the effort on development of new rules. HCD has not had an opportunity to coordinate with other departments on their staffing and resource needs before producing this preliminary report. Some of the resource needs may depend on the specifics of any rules that may be adopted and the level of effort needed to implement those rules after their adoption. On the topic of resources, given recent events related to BESS facilities, the County is already in a position where significant progress has been made on data collection and technical review. Anecdotally, staff believes that there may be costs incurred by agencies in response to BESS facility incidents that should be considered when weighing the cost of developing rules aimed at preventing the incidents or at least being prepared to respond in an organized fashion. Leading the effort, HCD will likely request some funding to prepare necessary environmental documentation. Specific costs will be developed but are estimated to be in the range of about $100,000.

Challenges to rule development include, but are not limited to:

- An evolving regulatory landscape at local and state levels which could impact outcomes and require adjustments;
- An evolving understanding of technology, the hazards posed by the technology, and adequate ways to prevent of plan for those hazards; and
- Competing priorities for limited staff resource time.

HCD has six positions on the long-range planning team who are tasked with development of new land use polies and regulations. Two of those six positions are currently vacant. In early 2025, the Board adopted priorities for HCD and the long-range planning team has been focused on the following projects:

1) Housing Element 6th Cycle Update, Rezoning and Implementation;
2) Permit Process Streamlining;
3) Castroville Community Plan Update;
4) Moss Landing Community Plan Update;
5) Chualar Community Plan
6) Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project;
7) Safety Element Update;
8) Environmental Justice Element;
9) Vacation Rental Ordinances (coastal certification)

10) Accessory Dwelling Unit Ordinances & Land Use Plans (coastal certification; Inland)
11) Big Sur Coast Land Use Plan Update; and
12) Fort Ord Habitat Resource Management Plan.

HCD has completed items 9 and 10 from the list above. Of note, substantial progress has been made on item 4; the Moss Landing Community Plan Update. There is overlap with the proposed BESS facility regulations and the ability to complete the Moss Land Community Plan update. Adding BESS facility activities to the HCD priorities would likely delay progress on items 2, 3, 4 and 11.

Staff recognizes the need to address BESS facilities for the protection of public health, safety and welfare and hence we are recommending the Board direct staff to proceed with the interim ordinance and the necessary rule making.

OTHER AGENCY INVOLVEMENT:
This report has been prepared by HCD with input from the Office of County Counsel. Moving forward with development of new regulations for BESS facilities will involve multiple Agencies including: the Air District, Fire Districts, the Sheriff's Office, Health, the Department of Emergency Management, HCD, and the County Counsel.

FINANCING:
An exact estimate of the costs to complete the necessary tasks is not available at this time. It is estimated that staff resources included in the FY 25-26 adopted budget for HCD would be allocated and no additional staff resources are required to develop the necessary ordinances and regulations on behalf of HCD. Additional resources may be requested to implement new rules in the future dependent on the nature of the rules that are developed. HCD anticipates that planning consulting services may be needed to provide technical assistance and/or assist with environmental review pursuant to CEQA. Roughly estimated to be approximately $100,000 in the 26-27 fiscal year.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Adopting of an interim ordinance and development of new rules for BESS facilities would align with the goals of the Board to improve the well-being and quality of life and to create and maintain safe a resilient community by addressing the health and safety threats posed by such facilities. It could be somewhat of an impediment in the Sustainable infrastructure category as BESS facilities are part of the electrification strategy in addressing climate goals.
Mark a check to the related Board of Supervisors Strategic Plan Goals:
__X_ Well-Being and Quality of Life
__-_ Sustainable Infrastructure for the Present and Future
__X_ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Craig Spencer, Director of Housing and Community Development and Kelly Donlon, Chief Assistant County Counsel

The following attachments are on file with the Clerk of the Board:
Attachment A - Referral No 2025.15

County of Monterey

Board Report

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: PAR 25-018

November 18, 2025

Introduced: 11/10/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

Receive a preliminary response to Referral Number 2025.15 (Church) regarding adoption of an urgency ordinance placing a moratorium on new Battery Energy Storage Systems (BESS) in the unincorporated areas of Monterey County while new policies and regulations for BESS are developed.

RECOMMENDATION:
It is recommended that the Board of Supervisors receive a report and provide direction to staff to prepare an interim ordinance (4/5ths vote required to adopt an interim ordinance) and proceed with development of new regulations for BESS in the unincorporated areas of Monterey County.

SUMMARY:
On October 22, 2025, Supervisor Church introduced a referral (Referral No. 2025.15) requesting adoption of an urgency ordinance placing a moratorium on Battery Energy Storage System (BESS) facilities in the unincorporated areas while the County develops policies for oversight, permitting and operations of BESS facilities. Housing and Community Development (HCD) and the Office of County Counsel have been assigned lead roles in responding to this referral. This report provides a preliminary response to the referral pursuant to the Board Policy Manual regarding the referral process.

For the purposes of estimating costs, efforts, challenges, and timing on this referral there are two distinct but required and related efforts that HCD and the Office of the County Counsel would undertake: the preparation and adoption of an interim ordinance, and the development of new rules during the time the interim ordinance is effective.

DISCUSSION:
Interim Ordinance
California Government Code section 65858 allows local jurisdictions to adopt, without following the procedures otherwise required for adoption of a zoning ordinance (as an urgency measure), and to protect the public safety health and welfare, an interim ordinance prohibiting any use(s) that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the local government intends to study within a reasonable time. An interim ordinance pursuant to this provision cannot be adopted or extended unless findings are made that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of the use(s) under current zoning rules would result in that threat to public health, safety, or welfare. Interim ordinances considered under Government Code section 65858 must be adopted by the Board of Supervisors with at least a 4/5th vote.

If adopted, the interim ordinance would be in effect for 45 days. That 45 days may be extended (4/5th vote required again) twice, by 10 months and 15 days and subsequently by 1 year, or once by 22 months and 15 days. In both cases, the interim ordinance could be effective for a total of 2 years.

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HCD and the Office of County Counsel can accomplish the task of processing the interim ordinance with little costs or impacts to existing services. An interim ordinance is limited to prohibiting a use while rules are being studied. In this case, utility scale BESS facilities would be prohibited during the time the interim ordinance is effective. There is a high degree of confidence that the County can make the findings needed for the adoption of an interim ordinance relating to utility scale BESS in this case. However, there remains a state certification process under the State Energy Resources Conservation and Development Commission (Energy Commission) for BESS faculties capable of storing 200 megawatthours or more of electrical energy that may allow for BESS development despite a local prohibition/interim ordinance (California Public Resources Code section 25545 *et seq*.). As such, a BESS provider could bypass the County permitting process and seek approval directly from the Energy Commission if the proposed facility is capable of storing 200 megawatthours or more. (Public Resources Code section 25545.1). Specifically, even if the Board adopts an interim ordinance putting a moratorium on permitting for BESS facilities, an operator could still seek approval from the Energy Commission.

It is also worth noting that Governor Newsom just signed Senate Bill 283, authored by Senator John Laird (D-Santa Cruz), which requires battery developers to work directly with local fire agencies before construction begins. The new law also mandates safety inspections before a facility can go online, with the cost of those inspections covered by the facility owner. The bill goes into effect on January 1, 2026.

This step of adopting an interim ordinance establishing the temporary prohibition on BESS facilities can only be done in conjunction with the requirement to contemplate new rules for the review and oversight of BESS facilities in the unincorporated areas. The development of new requirements will take additional resources (see discussion below).

The Counties of Orange and Solano both adopted interim ordinances placing moratoriums on new BESS facilities. Both counties are still within the two years under the interim ordinances and studying permanent regulations.

New Rule Making

In connection with adoption of an interim urgency ordinance, the County of Monterey will be committing to development of new rules for BESS facilities in the unincorporated areas with the goal of implementing the new rules before the expiration of the interim ordinance (2 years maximum). New rule adoption must follow normal state law procedures and legal requirements including environmental review, noticed public hearings, and opportunity for public participation. This step will take time. An exact timeline is difficult to determine at this stage.

Creating new rules for BESS facilities will involve staff time from multiple agencies including the MBARD, fire agencies, Sheriff, Health, the Department of Emergency Management, HCD, and the Office of County Counsel. Staff time would be needed for data collection, review of legal and technical information, public participation, inter-departmental coordination and consultation, public hearings, reports, ordinances, regulatory processes (CEQA, Energy Commission, Coastal Commission, etc.), and implementation. It is anticipated that HCD would lead the effort on development of new rules. HCD has not had an opportunity to coordinate with other departments on their staffing and resource needs before producing this preliminary report. Some of the resource needs may depend on the specifics of any rules that may be adopted and the level of effort needed to implement those rules after their adoption. On the topic of resources, given recent events related to BESS facilities, the County is already in a position where significant progress has been made on data collection and technical review. Anecdotally, staff believes that there may be costs incurred by agencies in response to BESS facility incidents that should be considered when weighing the cost of developing rules aimed at preventing the incidents or at least being prepared to respond in an organized fashion. Leading the effort, HCD will likely request some funding to prepare necessary environmental documentation. Specific costs will be developed but are estimated to be in the range of about $100,000.

Challenges to rule development include, but are not limited to:

- An evolving regulatory landscape at local and state levels which could impact outcomes and require adjustments;
- An evolving understanding of technology, the hazards posed by the technology, and adequate ways to prevent of plan for those hazards; and
- Competing priorities for limited staff resource time.

HCD has six positions on the long-range planning team who are tasked with development of new land use polies and regulations. Two of those six positions are currently vacant. In early 2025, the Board adopted priorities for HCD and the long-range planning team has been focused on the following projects:

1) Housing Element 6th Cycle Update, Rezoning and Implementation;
2) Permit Process Streamlining;
3) Castroville Community Plan Update;
4) Moss Landing Community Plan Update;
5) Chualar Community Plan
6) Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project;
7) Safety Element Update;
8) Environmental Justice Element;
9) Vacation Rental Ordinances (coastal certification)

10) Accessory Dwelling Unit Ordinances & Land Use Plans (coastal certification; Inland)
11) Big Sur Coast Land Use Plan Update; and
12) Fort Ord Habitat Resource Management Plan.

HCD has completed items 9 and 10 from the list above. Of note, substantial progress has been made on item 4; the Moss Landing Community Plan Update. There is overlap with the proposed BESS facility regulations and the ability to complete the Moss Land Community Plan update. Adding BESS facility activities to the HCD priorities would likely delay progress on items 2, 3, 4 and 11.

Staff recognizes the need to address BESS facilities for the protection of public health, safety and welfare and hence we are recommending the Board direct staff to proceed with the interim ordinance and the necessary rule making.

OTHER AGENCY INVOLVEMENT:
This report has been prepared by HCD with input from the Office of County Counsel. Moving forward with development of new regulations for BESS facilities will involve multiple Agencies including: the Air District, Fire Districts, the Sheriff's Office, Health, the Department of Emergency Management, HCD, and the County Counsel.

FINANCING:
An exact estimate of the costs to complete the necessary tasks is not available at this time. It is estimated that staff resources included in the FY 25-26 adopted budget for HCD would be allocated and no additional staff resources are required to develop the necessary ordinances and regulations on behalf of HCD. Additional resources may be requested to implement new rules in the future dependent on the nature of the rules that are developed. HCD anticipates that planning consulting services may be needed to provide technical assistance and/or assist with environmental review pursuant to CEQA. Roughly estimated to be approximately $100,000 in the 26-27 fiscal year.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Adopting of an interim ordinance and development of new rules for BESS facilities would align with the goals of the Board to improve the well-being and quality of life and to create and maintain safe a resilient community by addressing the health and safety threats posed by such facilities. It could be somewhat of an impediment in the Sustainable infrastructure category as BESS facilities are part of the electrification strategy in addressing climate goals.
Mark a check to the related Board of Supervisors Strategic Plan Goals:
__X_ Well-Being and Quality of Life
__-_ Sustainable Infrastructure for the Present and Future
__X_ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Craig Spencer, Director of Housing and Community Development and Kelly Donlon, Chief Assistant County Counsel

The following attachments are on file with the Clerk of the Board:
Attachment A - Referral No 2025.15

Attachment A

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Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2025.15
Assignment Date: 10/28/25
(Completed by CAO's Office)

SUBMITTAL - Completed by referring Board office and returned to CAO no later than 10:00AM on Wednesday prior to Board meeting:

Date: 10/22/2025	Submitted By: Supervisor Glenn Church	District #: 2
Referral Title: Urgency ordinance adopting a moratorium on Battery Energy Storage System (BESS) facilities in unincorporated Monterey County while regulations for BESS operations are developed.		
Referral Purpose: To adopt an urgency ordinance placing a moratorium on BESS facilities in unincorporated Monterey County and develop a countywide policy and oversight framework to govern the operations of all BESS facilities in Monterey County for the health and safety of residents and the environment.		
Brief Referral Description (attach additional sheet as required): Monterey County has become a state and national focal point for the location of large-scale Battery Energy Storage Systems (BESS), particularly within the Moss Landing energy hub. The January 16, 2025, Moss Landing BESS fire threatened the health of residents, environmentally sensitive habitats and economic well-being of nearby communities. The August 30 fire in Parkfield further heightened the volatile nature of BESS facilities and lithium batteries within Monterey County. The lack of effective regulations to protect communities and the environment, coupled with high likelihood of expansion of BESS facilities at Moss Landing and elsewhere in Monterey County, provide a compelling need for a moratorium on BESS facilities while the County develops the regulations needed to protect the safety of its residents. While BESS facilities are essential for energy grid reliability and renewable energy integration, they also raise serious safety, environmental, operational and jurisdictional challenges. Although the State sets policy and regulates utilities, the County and other local jurisdictions retain many primary oversight powers including land use authority, fire and safety codes, environmental health and hazardous materials management and emergency management policies necessary to protect the well-being of residents. Although AB 205 allows the streamlining of BESS projects by the California Energy Commission while bypassing local jurisdictions, this only applies to BESS facilities that store over 200 MW. Even under these conditions, local jurisdictions retain significant local authority including post-construction operations, cleanup and decommissioning. This referral is to direct county staff to develop dual regulations that will take into consideration the constraints that AB 205 places on the County for BESS facilities over 200 MW while also addressing the need for more engaged County regulations for BESS facilities under 200 MW. As the County develops BESS regulations, it must include a comprehensive inclusion of County departments and outside agencies to reinforce that local authority and community safety are integral elements in energy infrastructure decisions.		

Classification - Implication	**Mode of Response**
☐ Ministerial / Minor ☐ Land Use Policy ☐ Social Policy ☐ Budget Policy ■ Other: CAO_____	☐ Memo ☒ Board Report ☐ Presentation **Requested Response Timeline** ☐ 2 weeks ■ 1 month ☐ 6 weeks ☐ Status reports until completed ☐ Other: _____ ☐ Specific Date: _____

ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s) Completed by CAO's Office:

Department(s):	Referral Lead:	Board Date:
Housing & Community Development County Counsel	Craig Spencer Susan Blitch	10/28/25

REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:

Department(s):	Referral Lead:	Date:

ANALYSIS - Completed by Department and copied to Board Offices and CAO:

Department analysis of resources required/impact on existing department priorities to complete referral:	
Analysis Completed By: _____ Date: _____	**Department's Recommended Response Timeline** ☐ By requested date ☐ 2 weeks ☐ 1 month ☐ 6 weeks ☐ 6 months ☐ 1 year ☐ Other/Specific Date: _____

REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:

Referral Response Date:	Board Item No.:	Referrals List Deletion:

Note: Please cc Claudia Escalante and Karina Bokanovich on all CAO correspondence relating to referrals.

County of Monterey

Board Report

Legistar File Number: OBM 25-172

Item No.20

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 9/2/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Board Report

Legistar File Number: OBM 25-173

Item No.21

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 9/2/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

County of Monterey

Board Report

Legistar File Number: 25-676

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 9/23/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

2025 Board of Supervisors Meeting Schedule

Before the Board of Supervisors in and for the County of Monterey, State of California

Adopt the Board of Supervisors' meeting)
schedule for the calendar year 2025……)

The Board will meet on Wednesday, May 28, 2025, at 9:00 a.m. and Thursday, May 29, 2025, at 9:00 a.m. for Budget Hearings and will meet every Tuesday at 9:00 a.m., as scheduled below:

Meeting On:
January 7, 2025
January 14, 2025
January 28, 2025
February 4, 2025
February 7, 2025 Legislative Workshop - Friday
February 18, 2025
February 25, 2025
March 7, 2025 BOS/Dept. Head Retreat - Friday
March 11, 2025
March 18, 2025
March 25, 2025 Budget Workshop
April 15, 2025
April 22, 2025
April 29, 2025
May 6, 2025
May 13, 2025
May 20, 2025
May 28, 2025 Budget Hearings - Wednesday
May 29, 2025 Budget Hearings – Thursday (If needed)
June 3, 2025
June 10, 2025
June 17, 2025 Budget Adoption, etc.
June 24, 2025
June 26, 2025 Executive Performance Evaluations -Thursday
June 27, 2025 Executive Performance Evaluations – Friday (If needed)
July 1, 2025
July 8, 2025
August 5, 2025
August 12, 2025
August 19, 2025
August 26, 2025
September 16, 2025
September 23, 2025
September 30, 2025
October 7, 2025
October 14, 2025
October 21, 2025
October 28, 2025
November 4, 2025
November 18, 2025

December 2, 2025
December 9, 2025
December 10, 2025 – Wednesday Overflow (If needed)
December 11, 2025 Executive Performance Evaluations - Thursday
December 12, 2025 Executive Performance Evaluations – Friday (If needed)

The Board will not meet on the following dates in observance of holidays, other recesses and conferences or otherwise posted, at 9:00 a.m. as noted below:

No Meeting On:	In observance of:
January 21, 2025	Martin Luther King's Day
February 11, 2025	National Association of Counties Conference (NACo)
March 4, 2025	Dept Head Retreat
April 1, 2025	Cesar Chavez Day
April 8, 2025	Spring Break
May 27, 2025	Memorial Day
July 15, 205	Summer Recess
July 22, 2025	Summer Recess
July 29, 2025	Summer Recess
September 2, 2025	Labor Day
September 9, 2025	Legislative Conference
November 11, 2025	Veterans Day
November 25, 2025	Thanksgiving Day
December 16, 2025	Winter Break
December 23, 2025	Winter Break
December 30, 2025	Winter Break

PASSED AND ADOPTED on this 24th day of September 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on September 24, 2024.

Dated: September 27, 2024

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Introduced: 10/7/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: General Agenda Item

a. Set a public hearing for December 10, 2025, at 10:00 a.m. to consider and adopt a Resolution to approve Amendment No. 1 with [Proposed] Exhibit 1 "Approved Rates and Charges" to Unified Franchise Agreement regarding proposed rates for services and adjustments to current rates for the Unified Franchise Agreement (UFA) between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in the Unincorporated area of the County of Monterey; and
b. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to the UFA between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation., for the Exclusive Collection of Solid Waste and Recyclables in the Unincorporated area of the County of Monterey.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Set a public hearing for December 10, 2025, at 10:00 a.m. to consider and adopt a Resolution to approve Amendment No. 1 with [Proposed] Exhibit 1 "Approved Rates and Charges" to Unified Franchise Agreement regarding proposed rates for services and adjustments to current rates for the Unified Franchise Agreement (UFA) between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in the Unincorporated area of the County of Monterey; and
b. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to the UFA between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation., for the Exclusive Collection of Solid Waste and Recyclables in the Unincorporated area of the County of Monterey.

SUMMARY:
The Director of Health Services recommends that the Board of Supervisors set a public hearing for December 10, 2025, at 10:00 a.m. Pursuant to the terms of the Unified Franchise (hereafter, "UFA" or "Agreement"), the Director of Health will seek authorization to execute Amendment No. 1 to said UFA between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation.

DISCUSSION:
[Proposed] Amendment No. 1 adjusts the rates of the Unified Franchise Agreement with USA Waste of California, Inc., doing business as Carmel Marina Corporation, effective January 1, 2026.

[Proposed] Amendment No. 1 is published with the Board Report for the November 18, 2025, consent agenda (set hearing) item. Notice of Public Hearing will be published in newspapers of general circulation on or before November 27, 2025, by the Environmental Health Bureau. In addition to the County's publication of the [Proposed] Amendment No. 1 for the November 18, 2025 consent agenda item, and publication of the Notice of Public Hearing in newspapers of general circulation, this Board report, which includes the basis for the proposed provisions, will be published on the County Health Department website which meets the minimum ten (10) day publication requirement in advance of the Public Hearing on the proposed Amendment No. 1.

The Director of Health seeks authorization to execute Amendment No. 1 to the Unified Franchise Agreement (UFA) between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation.

Proposed rate increases for January 1, 2026, are as follows:

- 5.03 % increase for the residential customers within the jurisdiction of the Monterey Regional Waste Management District (MRWMD);
- 6.05 % increase for the residential customers within the jurisdiction of the Salinas Valley Solid Waste Authority (SVSWA);
- 5.03% increase for the commercial customers within the jurisdiction of the Monterey Regional Waste Management District (MRWMD);
- 6.05 % increase for the commercial customers within the jurisdiction of the Salinas Valley Solid Waste Authority (SVSWA).

In accordance with article 11.12, Adjustments to Service Rates, Surcharges and Fees of said UFA, the Director of Health requests adoption of a resolution to approve Amendment No. 1 to amend said UFA. Proposed Amendment No. 1 would amend Exhibit 1 to modify the rate adjustment effective January 1, 2026.

Consistent with essential public health service item 6) and pursuant to Title 10 - Health and Safety, Chapter 10.41 - Solid Waste Collection and Disposal, MCC Section 10.41.030 - Mandatory Collection. Subsection A. provides that, "…All solid waste shall be collected from every occupied residence, apartment, or business…at least once a week."

Further, MCC Section 10.41.030. Subsection B. Payment. provides that collection rates shall be established by the Board, as follows:

> Residents… and owners of commercial and industrial businesses or the property owners of the property within the designated residential areas or the property on which such businesses are located shall pay the rates established by the Board.

While this work is not directly in support of a Health Department strategic goal, it is in support of one or more of the ten essential public health services, specifically: 6) Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel-Risk Management has reviewed and approved this Amendment No. 1 as to form.

FINANCING:
There is no General Fund Contribution resulting from this Board action. USA Waste of California, Inc., doing business as Carmel Marina Corporation will continue to remit franchise fees, calculated at ten percent (10%) of collected revenue, to the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the Board of Supervisors' Strategic Plan Goals by advancing the goal of Safe and Resilient Communities through the continued implementation of essential public health and sanitation services. By adjusting service rates in accordance with the Unified Franchise Agreement and ensuring compliance with MCC Section 10.41.030, the County maintains stable, mandatory solid waste collection services that protect public health, prevent illegal dumping, and support environmental stewardship. The action aligns with Key Objectives to deliver reliable infrastructure and enhance the long-term sustainability of essential services.

Reference: Monterey County Code Title 10 - Health and Safety, Chapter 10.41 - Solid Waste Collection and Disposal, Sections 10.41.030(A) and (B); Unified Franchise Agreement, Article 11.12. Adjustments to Service Rates.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Robin Kimball, MA III, 796-1297
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
[Proposed] Amendment No. 1 and Exhibit 1
Agreement

Introduced: 10/7/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Set a public hearing for December 10, 2025, at 10:00 a.m. to consider and adopt a Resolution to approve Amendment No. 1 with [Proposed] Exhibit 1 "Approved Rates and Charges" to Unified Franchise Agreement regarding proposed rates for services and adjustments to current rates for the Unified Franchise Agreement (UFA) between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in the Unincorporated area of the County of Monterey; and
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SUMMARY:
The Director of Health Services recommends that the Board of Supervisors set a public hearing for December 10, 2025, at 10:00 a.m. Pursuant to the terms of the Unified Franchise (hereafter, "UFA" or "Agreement"), the Director of Health will seek authorization to execute Amendment No. 1 to said UFA between the County of Monterey and USA Waste of California, Inc., doing business as Carmel Marina Corporation.

DISCUSSION:
[Proposed] Amendment No. 1 adjusts the rates of the Unified Franchise Agreement with USA Waste of California, Inc., doing business as Carmel Marina Corporation, effective January 1, 2026.

[Proposed] Amendment No. 1 is published with the Board Report for the November 18, 2025, consent agenda (set hearing) item. Notice of Public Hearing will be published in newspapers of general circulation on or before November 27, 2025, by the Environmental Health Bureau. In addition to the County's publication of the [Proposed] Amendment No. 1 for the November 18, 2025 consent agenda item, and publication of the Notice of Public Hearing in newspapers of general circulation, this Board report, which includes the basis for the proposed provisions, will be published on the County Health Department website which meets the minimum ten (10) day publication requirement in advance of the Public Hearing on the proposed Amendment No. 1.

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- 5.03% increase for the commercial customers within the jurisdiction of the Monterey Regional Waste Management District (MRWMD);
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In accordance with article 11.12, Adjustments to Service Rates, Surcharges and Fees of said UFA, the Director of Health requests adoption of a resolution to approve Amendment No. 1 to amend said UFA. Proposed Amendment No. 1 would amend Exhibit 1 to modify the rate adjustment effective January 1, 2026.

Consistent with essential public health service item 6) and pursuant to Title 10 - Health and Safety, Chapter 10.41 - Solid Waste Collection and Disposal, MCC Section 10.41.030 - Mandatory Collection. Subsection A. provides that, "…All solid waste shall be collected from every occupied residence, apartment, or business…at least once a week."

Further, MCC Section 10.41.030. Subsection B. Payment. provides that collection rates shall be established by the Board, as follows:

> Residents… and owners of commercial and industrial businesses or the property owners of the property within the designated residential areas or the property on which such businesses are located shall pay the rates established by the Board.

While this work is not directly in support of a Health Department strategic goal, it is in support of one or more of the ten essential public health services, specifically: 6) Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel-Risk Management has reviewed and approved this Amendment No. 1 as to form.

FINANCING:
There is no General Fund Contribution resulting from this Board action. USA Waste of California, Inc., doing business as Carmel Marina Corporation will continue to remit franchise fees, calculated at ten percent (10%) of collected revenue, to the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the Board of Supervisors' Strategic Plan Goals by advancing the goal of Safe and Resilient Communities through the continued implementation of essential public health and sanitation services. By adjusting service rates in accordance with the Unified Franchise Agreement and ensuring compliance with MCC Section 10.41.030, the County maintains stable, mandatory solid waste collection services that protect public health, prevent illegal dumping, and support environmental stewardship. The action aligns with Key Objectives to deliver reliable infrastructure and enhance the long-term sustainability of essential services.

Reference: Monterey County Code Title 10 - Health and Safety, Chapter 10.41 - Solid Waste Collection and Disposal, Sections 10.41.030(A) and (B); Unified Franchise Agreement, Article 11.12. Adjustments to Service Rates.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Robin Kimball, MA III, 796-1297
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
[Proposed] Amendment No. 1
Exhibit 1 - Approved Rates and Charges
Agreement

AMENDMENT NO. 1
To
Unified Franchise Agreement
For the Exclusive Collection of Solid Waste and
Recyclables in Unincorporated Monterey Between
County of Monterey
And
USA Waste of California, Inc., dba
Carmel Marina Corporation

This **Amendment No. 1** is made to the Unified Franchise Agreement (UFA) for the exclusive collection of solid waste and recyclables in unincorporated Monterey County dated January 1, 2025, to adjust rates per Article 2 ("Term and Scope of Franchise"), Article 11 ("Billing and Payment"), Exhibit 1 ("Approved Rates and Charges"), and Exhibit 2 ("Refuse Rate Index"); (hereafter, collectively referred to as "AGREEMENT"), by and between the County of Monterey (hereafter, "COUNTY") and USA Waste of California, Inc., dba Carmel Marina Corporation (hereafter, "CONTRACTOR") (collectively referred to as the "Parties").

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT via **Amendment No. 1** to Article 11 ("Billing and Payment"), Exhibit 1 ("Approved Rates and Charges").

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Replace Exhibit 1, Approved Rates and Charges, with Exhibit 1, Rates and Charges, effective January 1, 2026, as calculated in the attached rate tables and incorporated by this reference.

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this **Amendment No. 1** and shall continue in full force and effect as set forth in the AGREEMENT.

3. The recitals to this Amendment No. 1 are hereby incorporated by this reference.

Proposed

INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this **Amendment No. 1** on the last date opposite the respective signatures below.

COUNTY OF MONTEREY
a political subdivision of
the State of California

By: _____
Elsa Mendoza Jimenez, Director of Health Services
Date: _____

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

By: _____
Mary Grace Perry, Deputy County Counsel
Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller
Date: _____

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager
Date: _____

USA WASTE OF CALIFORNIA
DBA CARMEL MARINA CORP.

By:_____
Area Vice President
Date:_____

By:_____
Assistant Secretary and
General Counsel
Date:_____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Proposed

Monterey County West - MRWMD

Effective 1/1/2026

Residential Services

Solid Waste*	Monthly Rate	
35 Gallon Solid Waste Service	$50.33	Also includes recycle and organics
64 Gallon Solid Waste Service	$78.86	Also includes recycle and organics
96 Gallon Solid Waste Service	$98.62	Also includes recycle and organics

*Solid Waste rates include one 64 or 96 gallon recycling and one 64 or 96 gallon organics cart

Customers with 20 gallon rates transitioned to 35 gallon in 2026. Not offered to new or existing customers

Additional Solid Waste Carts	Monthly Rate	Additional Recycle Carts	Monthly Rate	Additional Organics Carts	Monthly Rate
35 Gallon Cart	$40.23	35 Gallon Cart	$10.07	35 Gallon Cart	$10.07
64 Gallon Cart	$63.08	64 Gallon Cart	$15.77	64 Gallon Cart	$15.77
96 Gallon Cart	$78.86	96 Gallon Cart	$19.72	96 Gallon Cart	$19.72

Extra Pickups (All Materials)	Rate
35 Gallon Extra Pickup	$37.33
64 Gallon Extra Pickup	$58.50
96 Gallon Extra Pickup	$73.16

Residential Ancillary Services	Rate	Description
Backyard Service - for standard three carts	$37.75	1 cart each, MSW, Recycle, Organics Cart
Backyard Service - per cart if not on standard 3 carts	$12.61	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate
Cart Exchange	$108.41	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	$108.41	one cart per material type at no charge per calendar year
Annual Bulky Pickup	$0.00	One event per year, 5 items
Additional Bulky Pickups	$129.76	In excess of once per year (up to 5 items)
Return for Inaccessible Containers	$86.87	per occurrence if more than 2 times per calendar year
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded
Convenience fee for residential	$1.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

Commercial Services

Solid Waste Cart Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
First 35 Gallon Solid Waste Cart	$37.29	$74.58	$111.87	$149.16	$186.45	$223.74
First 64 Gallon Solid Waste Cart	$58.03	$116.06	$174.09	$232.12	$290.15	$348.18
First 96 Gallon Solid Waste Cart	$71.85	$143.70	$215.55	$287.40	$359.25	$431.10
Additional 35 Gallon Solid Waste Cart	$29.83	$59.66	$89.49	$119.32	$149.15	$178.98
Additional 64 Gallon Solid Waste Cart	$46.42	$92.84	$139.26	$185.68	$232.10	$278.52
Additional 96 Gallon Solid Waste Cart	$57.46	$114.92	$172.38	$229.84	$287.30	$344.76

Solid Waste Bin Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Bin	$136.26	$272.52	$408.78	$545.04	$681.30	$817.56
1.5 Yard Solid Waste Bin	$180.93	$361.86	$542.79	$723.72	$904.65	$1,085.58
2 Yard Solid Waste Bin	$209.83	$419.66	$629.49	$839.32	$1,049.15	$1,258.98
3 Yard Solid Waste Bin	$314.75	$629.50	$944.25	$1,259.00	$1,573.75	$1,888.50
4 Yard Solid Waste Bin	$403.38	$806.76	$1,210.14	$1,613.52	$2,016.90	$2,420.28
6 Yard Solid Waste Bin	$580.49	$1,160.98	$1,741.47	$2,321.96	$2,902.45	$3,482.94
8 Yard Solid Waste Bin	$741.29	$1,482.58	$2,223.87	$2,965.16	$3,706.45	$4,447.74

Solid Waste Compactor Services - Customer Owned	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Compactor	$272.51	$545.02	$817.53	$1,090.04	$1,362.55	$1,635.06
2 Yard Solid Waste Compactor	$419.67	$839.34	$1,259.01	$1,678.68	$2,098.35	$2,518.02
3 Yard Solid Waste Compactor	$629.50	$1,259.00	$1,888.50	$2,518.00	$3,147.50	$3,777.00
4 Yard Solid Waste Compactor	$806.75	$1,613.50	$2,420.25	$3,227.00	$4,033.75	$4,840.50
5 Yard Solid Waste Compactor	$983.87	$1,967.74	$2,951.61	$3,935.48	$4,919.35	$5,903.22
6 Yard Solid Waste Compactor	$1,160.98	$2,321.96	$3,482.94	$4,643.92	$5,804.90	$6,965.88
7 Yard Solid Waste Compactor	$1,321.79	$2,643.58	$3,965.37	$5,287.16	$6,608.95	$7,930.74
8 Yard Solid Waste Compactor	$1,482.58	$2,965.16	$4,447.74	$5,930.32	$7,412.90	$8,895.48

Recycle Cart Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
First 35 Gallon Recycle Cart	$33.56	$67.12	$100.68	$134.24	$167.80	$201.36
First 64 Gallon Recycle Cart	$52.23	$104.46	$156.69	$208.92	$261.15	$313.38
First 96 Gallon Recycle Cart	$64.66	$129.32	$193.98	$258.64	$323.30	$387.96
Additional 35 Gallon Recycle Cart	$26.64	$53.28	$79.92	$106.56	$133.20	$159.84
Additional 64 Gallon Recycle Cart	$41.47	$82.94	$124.41	$165.88	$207.35	$248.82
Additional 96 Gallon Recycle Cart	$51.33	$102.66	$153.99	$205.32	$256.65	$307.98

Recycle Bin Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Bin	$122.63	$245.26	$367.89	$490.52	$613.15	$735.78
1.5 Yard Recycle Bin	$162.84	$325.68	$488.52	$651.36	$814.20	$977.04
2 Yard Recycle Bin	$188.86	$377.72	$566.58	$755.44	$944.30	$1,133.16
3 Yard Recycle Bin	$283.27	$566.54	$849.81	$1,133.08	$1,416.35	$1,699.62
4 Yard Recycle Bin	$363.04	$726.08	$1,089.12	$1,452.16	$1,815.20	$2,178.24
6 Yard Recycle Bin	$522.44	$1,044.88	$1,567.32	$2,089.76	$2,612.20	$3,134.64
8 Yard Recycle Bin	$667.16	$1,334.32	$2,001.48	$2,668.64	$3,335.80	$4,002.96

Recycle Compactor Bin Services - Customer Owned	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Compactor Bin	$245.26	$490.52	$735.78	$981.04	$1,226.30	$1,471.56
2 Yard Recycle Compactor Bin	$377.70	$755.40	$1,133.10	$1,510.80	$1,888.50	$2,266.20
3 Yard Recycle Compactor Bin	$566.55	$1,133.10	$1,699.65	$2,266.20	$2,832.75	$3,399.30
4 Yard Recycle Compactor Bin	$726.07	$1,452.14	$2,178.21	$2,904.28	$3,630.35	$4,356.42
5 Yard Recycle Compactor Bin	$885.49	$1,770.98	$2,656.47	$3,541.96	$4,427.45	$5,312.94
6 Yard Recycle Compactor Bin	$1,044.88	$2,089.76	$3,134.64	$4,179.52	$5,224.40	$6,269.28
7 Yard Recycle Compactor Bin	$1,189.60	$2,379.20	$3,568.80	$4,758.40	$5,948.00	$7,137.60
8 Yard Recycle Compactor Bin	$1,334.32	$2,668.64	$4,002.96	$5,337.28	$6,671.60	$8,005.92

Yard Waste Cart Services	1xWeek	2xWeek	3xWeek
First 64 Gallon Yard Waste Cart	$63.51	$127.02	$190.53
First 96 Gallon Yard Waste Cart	$73.36	$146.72	$220.08
Additional 64 Gallon Yard Waste Cart	$52.69	$105.38	$158.07
Additional 96 Gallon Yard Waste Cart	$62.55	$125.10	$187.65

Food Waste Services	1xWeek	2xWeek	3xWeek
First 64 Gallon Food Waste Cart	$63.51	$127.02	$190.53
Additional 64 Gallon Food Waste Cart	$52.69	$105.38	$158.07
2 Yard Food Waste Bin	$299.77	$599.54	$899.31
2 Yard Food Waste Compactor	$599.52	$1,199.04	$1,798.56

Extra Pickups (All Materials)

35 Gallon Extra Pickup	$39.50
64 Gallon Extra Pickup	$61.50
96 Gallon Extra Pickup	$76.13
1 Yard Extra Pickup	$97.32
1.5 Yard Extra Pickup	$129.24
2 Yard Extra Pickup	$149.88
3 Yard Extra Pickup	$224.82
4 Yard Extra Pickup	$288.13
6 Yard Extra Pickup	$414.64
8 Yard Extra Pickup	$529.49

Commercial Instabins*

1 Cubic Yard Instabin	$180.07
2 Cubic Yard Instabin	$272.69
3 Cubic Yard Instabin	$409.01
4 Cubic Yard Instabin	$522.55
6 Cubic Yard Instabin	$749.63
8 Cubic Yard Instabin	$953.93

***One time use or special events only. Not to be used for regular or permanent customers.**

Commercial Ancillary Services	Rate	Description
Cart Roll Out Service	$12.61	per cart
Difficult to Service Cart Customers	150%	of Monthly Rate
Cart Cleaning Fee	$140.76	per cart per occurrence
Cart Exchange	$140.76	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	$140.76	one cart per material type at no charge per calendar year
Multi Family Annual Bulky Pickup	$0.00	Once per year for all units (2 items per unit. Must be scheduled by manager/account holder)
Multi Family Annual Bulky - Excess Items	$27.03	Per item in excess of what is included in annual bulky pickup
Multi Family Additional Bulky Pickup - trip charge	$98.70	In excess of once per year pickup (Must be scheduled by manager/account holder)
Multi Family Additional Bulky Pickup - per item charge	$27.03	Per item
Return for Inaccessible Containers	$98.79	per occurrence if more than 2 times per calendar year
Lock charge per enclosure	$49.37	per month per enclosure
Lock charge per container	$19.77	per month per container
Reactivation Fee	$49.37	after County approved service suspension
Bin Push Rate: 1-25 ft	$49.16	
Bin Push Rate: 26-49 ft	$98.29	
Bin Push Rate: 50-75 ft	$147.46	
Bin Push Rate: 76-100 ft	$196.66	
Bin Push Rate: 101-125 ft	$245.80	
Bin Push Rate: 126+ ft	$294.93	
Bin Cleaning Fee	$221.19	per bin per occurrence
Bin Exchange	$147.46	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	$884.81	one bin per material type at no charge per calendar year
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded
Convenience fee for commercial accounts	$9.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

Roll Off Services

Open Top Roll Off Boxes*	
Haul Rate for 7-10 Yard Bin	$544.87
Haul Rate for 11-20 Yard Bin	$653.83
Haul Rate for 21-30 Yard Bin	$806.38
Haul Rate for 31-40 Yard Bin	$980.76
Haul Rate for 41-50 Yard Bin	$1,157.10

Compactor Boxes*	
Haul Rate for 7-10	$681.07
Haul Rate for 11-15	$749.17
Haul Rate for 16-20	$817.29
Haul Rate for 21-30	$1,007.98
Haul Rate for 31-40	$1,225.98
Haul Rate for 41-50	$1,443.88

***Roll Off Hauls with Special Handling Charge - Any waste requiring special handling or immediate burial, including loose debris, confidential documents. Additional fees may apply."**

***Note: All Bin, compacted box and non-compacted box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.**

Disposal Site & Material Type		
Marina LF MSW	$90.00	Per Ton
Marina LF C&D	$90.00	Per Ton
Marina LF Recycle	$45.56	Per Ton
Marina LF Green	$54.44	Per Ton
Marina LF Food/Cannabis	$76.67	Per Ton
Marina LF Mix Green Food	N/A	Not Available
Marina LF White Goods (w/Freon)	$22.22	Each
Marina LF Wood	$54.44	Per Ton
Marina LF Inert - Concrete	$14.44	Per Ton
Marina LF Inert- Asphalt	$2.22	Per Ton
Marina LF Inert - Dirt	$1.11	Per Ton

Roll Off Ancillary Services	Rate	Description
Relocation	$196.66	RO Box relocated at customers current site - per occurrence
Dry Run	$294.93	trip charge, no haul - per occurrence
Stand By per hour	$393.24	per hour
Stand By per day - 6 hour maximum	$2,359.56	per day - 6 hour maximum
Reactivation Fee	$49.16	after County approved service suspension
Demurrage Per Day	$19.44	temporary rental, after five (5) days, not including delivery and removal days
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded

Emergency Rates

Employee	Hourly Rate
Driver	$298.89
Supervisor	$348.70
Helper	$199.23

Equipment Type	Hourly Rate
Side Loader - Autocar	$298.89
Commercial Front End Loader - Autocar	$348.70
Rear End Loader - Autocar	$298.89
Roll Off - Autocar	$298.89
Flat Bed Truck - Autocar	$149.43
Collection Vehicle Travel Charge per Mile	$13.97

Monterey County East - SVSWA

Effective 1/1/2026

Residential Services

Solid Waste*	Monthly Rate	
35 Gallon Solid Waste Service	$51.12	Also includes recycle and organics
64 Gallon Solid Waste Service	$80.17	Also includes recycle and organics
96 Gallon Solid Waste Service	$100.21	Also includes recycle and organics

*Solid Waste rates include one 64 or 96 gallon recycling and one 64 or 96 gallon organics cart

Customers with 20 gallon rates transitioned to 35 gallon in 2026. Not offered to new or existing customers

Additional Solid Waste Carts	Monthly Rate	Additional Recycle Carts	Monthly Rate	Additional Organics Carts	Monthly Rate
35 Gallon Cart	$40.87	35 Gallon Cart	$10.22	35 Gallon Cart	$10.22
64 Gallon Cart	$64.13	64 Gallon Cart	$16.03	64 Gallon Cart	$16.03
96 Gallon Cart	$80.17	96 Gallon Cart	$20.04	96 Gallon Cart	$20.04

Extra Pickups (All Materials)	Rate
35 Gallon Extra Pickup	$38.35
64 Gallon Extra Pickup	$60.13
96 Gallon Extra Pickup	$75.16

Residential Ancillary Services	Rate	Description
Backyard Service - for standard three carts	$38.36	1 cart each, MSW, Recycle, Organics Cart
Backyard Service - per cart if not on standard 3 carts	$12.80	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate
Cart Exchange	$142.93	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	$142.93	one cart per material type at no charge per calendar year
Annual Bulky Pickup	$0.00	One event per year, 5 items
Additional Bulky Pickups	$129.76	In excess of once per year (up to 5 items)
Return for Inaccessible Containers	$100.30	per occurrence if more than 2 times per calendar year
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded
Convenience fee for residential	$1.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

Commercial Services

Solid Waste Cart Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
First 35 Gallon Solid Waste Cart	$37.90	$75.80	$113.70	$151.60	$189.50	$227.40
First 64 Gallon Solid Waste Cart	$58.96	$117.92	$176.88	$235.84	$294.80	$353.76
First 96 Gallon Solid Waste Cart	$73.01	$146.02	$219.03	$292.04	$365.05	$438.06
Additional 35 Gallon Solid Waste Cart	$30.31	$60.62	$90.93	$121.24	$151.55	$181.86
Additional 64 Gallon Solid Waste Cart	$47.18	$94.36	$141.54	$188.72	$235.90	$283.08
Additional 96 Gallon Solid Waste Cart	$58.40	$116.80	$175.20	$233.60	$292.00	$350.40

Solid Waste Bin Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Bin	$203.67	$407.34	$611.01	$814.68	$1,018.35	$1,222.02
1.5 Yard Solid Waste Bin	$274.97	$549.94	$824.91	$1,099.88	$1,374.85	$1,649.82
2 Yard Solid Waste Bin	$325.90	$651.80	$977.70	$1,303.60	$1,629.50	$1,955.40
3 Yard Solid Waste Bin	$470.50	$941.00	$1,411.50	$1,882.00	$2,352.50	$2,823.00
4 Yard Solid Waste Bin	$602.94	$1,205.88	$1,808.82	$2,411.76	$3,014.70	$3,617.64
6 Yard Solid Waste Bin	$867.71	$1,735.42	$2,603.13	$3,470.84	$4,338.55	$5,206.26
8 Yard Solid Waste Bin	$1,107.92	$2,215.84	$3,323.76	$4,431.68	$5,539.60	$6,647.52

Solid Waste Compactor Services - Customer Owned	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Compactor	$407.35	$814.70	$1,222.05	$1,629.40	$2,036.75	$2,444.10
2 Yard Solid Waste Compactor	$651.79	$1,303.58	$1,955.37	$2,607.16	$3,258.95	$3,910.74
3 Yard Solid Waste Compactor	$940.99	$1,881.98	$2,822.97	$3,763.96	$4,704.95	$5,645.94
4 Yard Solid Waste Compactor	$1,205.86	$2,411.72	$3,617.58	$4,823.44	$6,029.30	$7,235.16
5 Yard Solid Waste Compactor	$1,470.65	$2,941.30	$4,411.95	$5,882.60	$7,353.25	$8,823.90
6 Yard Solid Waste Compactor	$1,735.43	$3,470.86	$5,206.29	$6,941.72	$8,677.15	$10,412.58
7 Yard Solid Waste Compactor	$1,975.63	$3,951.26	$5,926.89	$7,902.52	$9,878.15	$11,853.78
8 Yard Solid Waste Compactor	$2,215.83	$4,431.66	$6,647.49	$8,863.32	$11,079.15	$13,294.98

Recycle Cart Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
First 35 Gallon Recycle Cart	$34.10	$68.20	$102.30	$136.40	$170.50	$204.60
First 64 Gallon Recycle Cart	$53.07	$106.14	$159.21	$212.28	$265.35	$318.42
First 96 Gallon Recycle Cart	$65.71	$131.42	$197.13	$262.84	$328.55	$394.26
Additional 35 Gallon Recycle Cart	$27.06	$54.12	$81.18	$108.24	$135.30	$162.36
Additional 64 Gallon Recycle Cart	$42.09	$84.18	$126.27	$168.36	$210.45	$252.54
Additional 96 Gallon Recycle Cart	$52.16	$104.32	$156.48	$208.64	$260.80	$312.96

Recycle Bin Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Bin	$183.31	$366.62	$549.93	$733.24	$916.55	$1,099.86
1.5 Yard Recycle Bin	$247.48	$494.96	$742.44	$989.92	$1,237.40	$1,484.88
2 Yard Recycle Bin	$293.30	$586.60	$879.90	$1,173.20	$1,466.50	$1,759.80
3 Yard Recycle Bin	$423.45	$846.90	$1,270.35	$1,693.80	$2,117.25	$2,540.70
4 Yard Recycle Bin	$542.63	$1,085.26	$1,627.89	$2,170.52	$2,713.15	$3,255.78
6 Yard Recycle Bin	$780.94	$1,561.88	$2,342.82	$3,123.76	$3,904.70	$4,685.64
8 Yard Recycle Bin	$997.12	$1,994.24	$2,991.36	$3,988.48	$4,985.60	$5,982.72

Recycle Compactor Bin Services - Customer Owned	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Compactor Bin	$366.62	$733.24	$1,099.86	$1,466.48	$1,833.10	$2,199.72
2 Yard Recycle Compactor Bin	$586.60	$1,173.20	$1,759.80	$2,346.40	$2,933.00	$3,519.60
3 Yard Recycle Compactor Bin	$846.90	$1,693.80	$2,540.70	$3,387.60	$4,234.50	$5,081.40
4 Yard Recycle Compactor Bin	$1,085.28	$2,170.56	$3,255.84	$4,341.12	$5,426.40	$6,511.68
5 Yard Recycle Compactor Bin	$1,323.58	$2,647.16	$3,970.74	$5,294.32	$6,617.90	$7,941.48
6 Yard Recycle Compactor Bin	$1,561.88	$3,123.76	$4,685.64	$6,247.52	$7,809.40	$9,371.28
7 Yard Recycle Compactor Bin	$1,778.06	$3,556.12	$5,334.18	$7,112.24	$8,890.30	$10,668.36
8 Yard Recycle Compactor Bin	$1,994.25	$3,988.50	$5,982.75	$7,977.00	$9,971.25	$11,965.50

Organics - Food and Yard Waste	1xWeek	2xWeek	3xWeek
First 64 Gallon Food and Yard Waste Cart	$60.81	$121.62	$182.43
Additional 64 Gallon Food and Yard Waste Cart	$49.99	$99.98	$149.97
2 Yard Food Waste Bin	$465.56	$931.12	$1,396.68
2 Yard Food Waste Compactor - Customer owned	$931.06	$1,862.12	$2,793.18

Yard Waste Only Services	1xWeek	2xWeek	3xWeek
First 96 Gallon Yard Waste Cart	$70.88	$141.76	$212.64
Additional 96 Gallon Yard Waste Only Carts	$59.97	$119.94	$179.91

Extra Pickups (All Materials)

35 Gallon Extra Pickup	$40.60
64 Gallon Extra Pickup	$63.18
96 Gallon Extra Pickup	$78.22
1 Yard Extra Pickup	$145.48
1.5 Yard Extra Pickup	$196.41
2 Yard Extra Pickup	$232.78
3 Yard Extra Pickup	$336.07
4 Yard Extra Pickup	$430.67
6 Yard Extra Pickup	$619.79
8 Yard Extra Pickup	$791.36

Commercial Instabins*

1 Cubic Yard Instabin	$181.81
2 Cubic Yard Instabin	$275.33
3 Cubic Yard Instabin	$412.96
4 Cubic Yard Instabin	$527.60
6 Cubic Yard Instabin	$756.88
8 Cubic Yard Instabin	$963.15

***One time use or special events only. Not to be used for regular or permanent customers.**

Commercial Ancillary Services	Rate	Description
Cart Roll Out Service	$12.80	per cart
Difficult to Service Cart Customers	150%	of Monthly Rate
Cart Cleaning Fee	$143.02	per cart per occurrence
Cart Exchange	$135.69	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	$135.69	one cart per material type at no charge per calendar year
Multi Family Annual Bulky Pickup	$0.00	Once per year for all units (2 items per unit. Must be scheduled by manager/account holder)
Multi Family Annual Bulky - Excess Items	$27.30	Per item in excess of what is included in annual bulky pickup
Multi Family Additional Bulky Pickup - trip charge	$95.22	In excess of once per year pickup (Must be scheduled by manager/account holder)
Multi Family Additional Bulky Pickup - per item charge	$27.30	Per item
Return for Inaccessible Containers	$95.22	per occurrence if more than 2 times per calendar year
Lock charge per enclosure	$47.58	per month per enclosure
Lock charge per container	$19.07	per month per container
Reactivation Fee	$47.58	after County approved service suspension
Bin Push Rate: 1-25 ft	$50.39	
Bin Push Rate: 26-49 ft	$100.80	
Bin Push Rate: 50-75 ft	$151.22	
Bin Push Rate: 76-100 ft	$201.59	
Bin Push Rate: 101-125 ft	$252.02	
Bin Push Rate: 126+ ft	$302.40	
Bin Cleaning Fee	$226.82	per bin per occurrence
Bin Exchange	$151.22	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	$907.21	one bin per material type at no charge per calendar year
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded
Convenience fee for commercial accounts	$9.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

Roll Off Services

Open Top Roll Off Boxes*	
Haul Rate for 7-10 Yard Bin	$534.01
Haul Rate for 11-20 Yard Bin	$640.80
Haul Rate for 21-30 Yard Bin	$790.32
Haul Rate for 31-40 Yard Bin	$961.18
Haul Rate for 41-50 Yard Bin	$1,134.01

Compactor Boxes*	
Haul Rate for 7-10	$667.49
Haul Rate for 11-15	$734.27
Haul Rate for 16-20	$800.98
Haul Rate for 21-30	$987.90
Haul Rate for 31-40	$1,201.52
Haul Rate for 41-50	$1,415.09

***Roll Off Hauls with Special Handling Charge - Materials requiring special handling by SVSWA staff may be charged the Solid Waste Tipping Fee + 50%. Certified burials, fumigation or mulch plastic/drip tape, nonfriable asbestos (up to 1 cubic yard w/o pre-approval, wetted and double bagged), and remediated soil handling may have this fee assessed.**

***Note: All Bin, compacted box and non-compacted box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.**

Disposal Site & Material Type		
Johnson Canyon LF MSW	$74.44	Per Ton
Johnson Canyon LF Mixed C&D	$74.44	Per Ton
Marina LF Recycle	$45.56	Per Ton
Johnson Canyon LF Organics	$68.06	Per Ton
Johnson Canyon LF White Goods (w/Freon)	$16.67	Each
Johnson Canyon LF Wood	$74.44	Per Ton
Johnson Canyon LF Inert - Concrete	$13.33	Per Ton
Johnson Canyon LF Inert- Asphalt	$1.11	Per Ton
Johnson Canyon LF Inert - Dirt	$74.44	Per Ton

Roll Off Ancillary Services	Rate	Description
Relocation	$302.40	RO Box relocated at customers current site - per occurrence
Dry Run	$403.23	trip charge, no haul - per occurrence
Stand By per hour	$201.59	per hour
Stand By per day - 6 hour maximum	$2,419.30	per day - 6 hour maximum
Reactivation Fee	$19.40	after County approved service suspension
Demurrage Per Day	$31.57	temporary rental, after five (5) days, not including delivery and removal days
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded

Emergency Rates

Employee	Hourly Rate
Driver	$298.89
Supervisor	$348.70
Helper	$199.23

Equipment Type	Hourly Rate
Side Loader - Autocar	$298.89
Commercial Front End Loader - Autocar	$348.70
Rear End Loader - Autocar	$298.89
Roll Off - Autocar	$298.89
Flat Bed Truck - Autocar	$149.43
Collection Vehicle Travel Charge per Mile	$13.97

Monterey County
RRI Refuse Rate Index, Exhibit 2A
Financial Statement Format

Price Adjustment Effective 1/1/26

	Combined Total			Monterey County West MRWMD - RRI Calculation			Monterey County East SVSWA - RRI Calculation		
Operating Costs	% Change	Item Weight	Weighted % Change	% Change	Item Weight	Weighted % Change	% Change	Item Weight	Weighted % Change
Labor	5.54%	35.41%	1.96%	5.54%	39.30%	2.18%	5.54%	32.16%	1.78%
Diesel Fuel	-17.84%	0.37%	-0.07%	-17.84%	0.42%	-0.07%	-17.84%	0.34%	-0.06%
CNG Fuel	7.24%	4.18%	0.30%	7.24%	4.64%	0.34%	7.24%	3.80%	0.28%
Vehicle Replacement	5.35%	4.52%	0.24%	5.35%	5.02%	0.27%	5.35%	4.11%	0.22%
Vehicle Maintenance	4.30%	5.54%	0.24%	4.30%	6.15%	0.26%	4.30%	5.03%	0.22%
All Other-Water, Sewer & Trash	4.90%	14.11%	0.69%	4.90%	15.67%	0.77%	4.90%	12.82%	0.63%
AB 939	16.08%	**4.57%**	**0.73%**				**16.08%**	**8.36%**	**1.34%**
Disposal Cost	**4.73%**	**31.29%**	**1.48%**	**4.48%**	**28.80%**	**1.29%**	**4.92%**	**33.37%**	**1.64%**
			Combined						
Total		100%	5.58%		100%	5.03%		100%	6.05%

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UNIFIED FRANCHISE AGREEMENT

FOR THE

EXCLUSIVE COLLECTION OF SOLID WASTE, RECYCLABLES AND ORGANIC WASTE IN UNINCORPORATED MONTEREY COUNTY

BETWEEN

COUNTY OF MONTEREY

AND

USA Waste of California, Inc. DBA Carmel Marina Corporation

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THIS UNIFIED FRANCHISE AGREEMENT ("Agreement") is made and entered into as of the last date opposite the respective signatures by and between the County of Monterey, a political subdivision of the State of California (“COUNTY”), and USA Waste of California, Inc. ("CONTRACTOR"), (hereafter collectively referred to as “the parties”).

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (“AB 939”) (California Public Resources Code Section 40000, et seq.) has established a solid waste management process which requires local agencies to implement source reduction, reuse and recycling as integrated waste management practices; and

WHEREAS, the State of California has found and declared that the amount of waste materials generated in California, coupled with diminishing disposal capacity, interest in minimizing potential environmental impacts from landfills, and the need to conserve natural resources have created an urgent need for state and local agencies to enact and implement an aggressive integrated waste management program. The State has through the enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State Agency, and all local agencies to promote a reduction in landfill disposal, maximize the use of waste reduction, re-use, recycling, and composting options in order to reduce the amount of material that must be disposed; and

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, generators, haulers, solid waste facilities, and other entities to support achievement of state-wide organic waste disposal reduction targets; and

WHEREAS, pursuant to California Public Resources Code Section 40059, the County has determined that the public health, safety and well-being require that an exclusive franchise agreement for solid waste, recyclables, and organic waste collection services be awarded to a qualified company for the collection and subsequent transfer, transportation, recycling, processing and/or disposal of certain solid waste, recyclables, and organic waste; and

WHEREAS, CONTRACTOR has demonstrated to the COUNTY that it has the experience, responsibility, and qualifications to conduct the services detailed herein for the collection, safe transportation and processing or disposal of materials as described herein; and

WHEREAS, CONTRACTOR desires to engage in the business of collecting certain solid waste, recyclables, and organic waste; and

WHEREAS, COUNTY wishes to utilize the CONTRACTOR’s services to offer solid waste, recyclables, and organic waste collection services to Single Family Dwellings, Multi-Family Dwellings and Commercial premises. COUNTY therefore grants CONTRACTOR the franchise described herein on the terms and conditions established hereby.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and consideration contained herein, COUNTY and CONTRACTOR hereby agree as hereinafter set forth:

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1. **DEFINITIONS**.

For the purpose of this Unified Franchise Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

1.1. **AB 341.** The Mandatory Commercial Recycling Law, signed into law January 2012 and as defined now and into the future under Division 30 of the Public Resources Code, requiring businesses and multi-family facilities of a certain size waste stream to conduct Recycling onsite through subscribed services or Self-Hauling to achieve an increase in Diversion from landfilling and reduce greenhouse gases.

1.2. **AB 876.** The Assembly Bill approved by the Governor of the State of California on October 8, 2015, which added Section 41821.4 to the Public Resources Code, relating to Solid Waste as amended, supplemented, superseded, and replaced from time to time.

1.3. **AB 901.** The Assembly Bill approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 and added Section 41821.6, 41821.7 and 41821.8 to the Public Resources Code relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

1.4. **AB 939**. The California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.), as it may be amended from time to time.

1.5. **AB 1594**. The Assembly Bill approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

1.6. **AB 1826**. The Mandatory Commercial Organics Recycling Law, signed into law October 2014 and as defined now and in the future under Division 30 of the Public Resources Code, requiring businesses of a certain size waste stream and waste profile to Recycle their Organic Wastes.

1.7. **Agreement**. The written document and all amendments thereto between COUNTY and CONTRACTOR governing the provision of Collection Services as provided herein, including all exhibits hereto, as it may be amended from time to time.

1.8. **Agreement Year**. A twelve-month period beginning on January 1 and ending on December 31.

1.9. **Alternative Daily Cover (ADC)**. Disposal Facility cover material, at least six (6) inches of earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating day to control vectors, fires, odor, blowing litter and scavenging, as defined in Title 27, Section 20164 of the California Code of Regulations.

1.10. **Applicable Law**. Any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.

1.11. **Bin**. A metal or plastic container, with volumetric capacity of one (1) to eight (8) cubic

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yards, featuring a hinged lid(s) and wheels (where appropriate) that is serviced by a front-end loading collection vehicle; “Bins” may also include compactors attached to increase capacity. Bins are sometimes also known as dumpsters.

1.12. **Board**. The Board of Supervisors of Monterey County.

1.13. **Bulky Items**. Discarded materials, such as large and small household appliances (including refrigerators), furniture, carpets, mattresses, White Goods, clothing, and oversized Green Waste such as tree trimmings and large branches, bagged Solid Waste, and similar large items which can be handled by two (2) people; or some combination of such items in a Container the dimensions of which Container does not exceed four feet by four feet by two feet (4’x4’x2’) and weighing no more than seventy-five (75) pounds, which are attributed to the normal activities of a Customer. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. Bulky Items do not include items herein defined as Unacceptable Waste or Construction and Demolition Debris.

1.14. **Calendar Year**. A period of twelve (12) months beginning January 1st and ending December 31st.

1.15. **Cart**. A heavy plastic receptacle with a rated capacity of at least twenty (20) gallons and not more than ninety-six (96) gallons, having a hinged tight-fitting lid, and two (2) wheels, that is approved by COUNTY and is colored and labeled as designated by COUNTY.

1.16. **Change in Law**. The adoption, promulgation, or modification of any Applicable Law occurring after the effective date of this Agreement.

1.17. **Collect/Collection**. To pick up, transport, and remove Solid Waste, Recyclables, Organic Waste, Food Waste, Christmas trees, Bulky Items, E-Waste, CED's, Universal Waste, Used Oil and Used Oil Filters, and/or Construction and Demolition Debris.

1.18. **Collection Services**. SFD Collection Services, MFD Collection Services and Commercial Collection Services.

1.19. **Commercial**. A business establishment and/or industrial facility including, but not limited to, governmental, specifically including COUNTY, religious, and educational facilities.

1.20. **Commercial Collection Services**. Commercial Solid Waste Collection Service, Commercial Recyclables Collection Service, and Commercial Organic Waste Collection Service.

1.21. **Commercial Customer**. Any Commercial entity utilizing a Container for the set out and accumulation of Solid Waste.

1.22. **Commercial Edible Food Generators** includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified in 14 CCR Section 18982(a)(7).

1.23. **Commercial Organic Waste Collection Service**. The Collection of Organic Waste from Commercial Customers in the Service Area, delivery of the Organic Waste to an Organic Waste Processing Facility, and the processing and marketing of the Organic Waste.

1.24. **Commercial Recyclables Collection Service**. The Collection of Recyclables from Commercial Customers in the Service Area, the delivery of the Recyclables to a

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Recyclables Processing Facility, and the processing and marketing of the Recyclables.

1.25. **Commercial Solid Waste Collection Service**. Collection of Solid Waste from Commercial Customers in the Service Area and delivery of the Solid Waste to the Disposal Facility.

1.26. **Compactor**. A machine or device designed to compress, reduce, and compact a variety of materials through hydraulic, mechanical, or pneumatic force.

1.27. **Compost.** The product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. "Compost" includes vegetable, yard, and wood wastes which are not hazardous waste.

1.28. **Composting**. The controlled or uncontrolled biological decomposition of organic wastes.

1.29. **Construction and Demolition Debris (C&D)**. Used or discarded materials removed from premises during construction or renovation of a structure resulting from construction, remodeling, repair or demolition operations on any house, or residential property, commercial building, pavement, or other structure. Construction and Demolition Debris includes rocks, soils, tree remains and other Green Waste which results from land clearing or land development operations in preparation for construction. Construction and Demolition Debris is normally Collected in a Roll-Off Container.

1.30. **Consumer Electronic Device or CED**. Discarded electronic devices that the California Department of Toxic Substances Control (DTSC) has determined to be a covered electronic device. CEDs include cathode ray tube (CRT) devices (including televisions and computer monitors); LCD desktop monitors; laptop computers with LCD displays; LCD televisions; plasma televisions; portable DVD players with LCD screens; and other electronic devices as may be added by the DTSC from time to time.

1.31. **Container**. Carts, Bins or Roll-Off Containers used for Collection of Solid Waste, Recyclables, or Organic Waste.

1.32. **Contamination**. (a) Material placed in a Recyclables Container other than Recyclables in quantities greater than 10%, as observed and documented by CONTRACTOR personnel, (b) Material placed in an Organic Waste Container other than Organic Waste in quantities greater than 3%, as observed and documented by CONTRACTOR personnel, and (c) Unacceptable Waste in any quantity in any Container.

1.33. **Contract Administrator**. The Director of Health or his/her designee.

1.34. **CONTRACTOR**. USA Waste of California, Inc.

1.35. **COUNTY**. The County of Monterey, a political subdivision of the State of California.

1.36. **COUNTY Clean-up Service**. The Collection of Solid Waste, Recyclables, Organic Waste, Bulky Items, E-Waste, CED's, or Universal Waste, by CONTRACTOR resulting from written requests from COUNTY for temporary clean-up of those materials and the transport and delivery of the Collected materials to the appropriate facilities.

1.37. **County Code**. Codified ordinances adopted by the COUNTY Board, as such ordinances may be amended from time to time.

1.38. **COUNTY Facilities**. Any building, structure, yard, park, or any other facility owned, leased, or operated, by the COUNTY, or any subsidiary public entity of the COUNTY, as

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set forth in the column titled “Facility” of Exhibit 10 to this Agreement, regardless of where within the Service Area such facility is located.

1.39. **Customer**. A Generator of Solid Waste, Recyclables, Organic Waste, Bulky Items, E-Waste, CED’s, Universal Waste, Christmas Trees, Used Oil and Used Oil Filters, or Construction and Demolition Debris within COUNTY'S jurisdiction, including all owners and/or occupants of Commercial premises, Multi-Family Dwellings, and Single Family Dwellings in the COUNTY, unless an exception under Section 2.3 applies.

1.40. **Difficult to Serve**. A set-out site for Containers via a road (or driveway) which has any of the following features:

1.40.1. Is less than two 9-foot traffic lanes (or with respect to a driveway, at least 12 feet width);

1.40.2. A grade greater than fifteen (15) percent;

1.40.3. An obstructed vertical clearance of less than fifteen (15) feet;

1.40.4. A turn radius of less than fifty (50) feet;

1.40.5. Is more than one hundred (100) feet from the public road; or

1.40.6. Is deemed by CONTRACTOR to pose a risk to CONTRACTOR equipment or personnel.

1.41. **Disposal**. The final processing and disposition of materials Collected by CONTRACTOR under the terms of this Agreement.

1.42. **Disposal Facility**. The MRWMD Disposal Facility, the SVSWA Disposal Facilities, and the Madison Lane Transfer Station.

1.43. **Divert**. To make use of discarded materials for any purpose and, therefore, to avoid Disposal of such material at the Disposal Facility.

1.44. **Dwelling Unit**. Any individual living unit in a Single Family Dwelling (SFD) or Multi- Family Dwelling (MFD) structure or building, a mobile home, or a motor home located on a permanent site intended for, or capable of being utilized for, residential living other than a hotel or motel.

1.45. **Edible Food** means food intended for human consumption. For purposes of this Agreement, Edible Food is not Organic Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

1.46. **Employee Housing**. Premises provided by or on behalf of an agricultural employer Customer in connection with agricultural employment including not only buildings but any living quarters, such as a tent, bunkhouse, maintenance-of-way car, mobile home, manufactured home, recreational vehicle, travel trailer or other housing accommodation established by the County.

1.47. **Employee Housing Customer**. A Person who provides Employee Housing within the Service Area.

1.48. **E-Waste**. Waste that is powered by batteries or electricity, such as computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, compact disc players/recorders,

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calculators and certain items also defined as Covered Electronic Devices (CED's).

1.49. **Fixed Body Vehicle**. Any wheeled vehicle that does not rely on a Roll-Off Container or other detachable Bin or Container to Collect, contain and transport material. Dump trucks shall be considered Fixed Body Vehicles.

1.50. **Food Recovery** means actions to collect and distribute food for human consumption which otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

1.51. **Food Recovery Organization** means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

1.51.1. A food bank as defined in Section 113783 of the Health and Safety Code;

1.51.2. A non profit charitable organization as defined in Section 113841 of the Health and Safety Code; and

1.51.3. A non profit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

1.52. **Food Recovery Service** means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery.

1.53. **Food Waste**. All Source-Separated organic material originally acquired for animal or human consumption, including, but not limited to: vegetable waste, fruit waste, grain waste, dairy waste, meat waste, fish waste; and compostable paper (only if accepted by the processing facility).

1.54. **Force Majeure**. Any acts of God, such as landslides, lightning, fires, storms, floods, pestilence, freezing, and earthquakes; explosions, sabotage, civil disturbances, acts of a public enemy, wars, blockades, riots, or other industrial disturbances, eminent domain, condemnation or other taking, or other events of a similar nature, not caused or maintained by COUNTY or CONTRACTOR, which event is not reasonably within the control of the party claiming the excuse from its obligations due to such event, to the extent such event has a significant and material adverse effect on the ability of a party to perform its obligations thereunder. Force Majeure shall include power outages, fuel shortages, and the first seven days of labor disruptions (e.g., strikes, work stoppage or slowdown, sickout, lockout, picketing or other concerted job action conducted by CONTRACTOR'S employees or directed at CONTRACTOR or subcontractor). Force Majeure shall include a Change in Law if such Change in Law prohibits a party's performance hereunder. Notwithstanding the foregoing, (i) no failure of performance by any subcontractor of CONTRACTOR shall be a Force Majeure unless such failure was itself caused by a Force Majeure; (ii) except as provided herein, no event which merely increases CONTRACTOR'S cost of performance shall be a Force Majeure; and (iii) no event, the effects of which could have been prevented by reasonable precautions, including compliance with agreements and applicable laws, shall be a Force Majeure.

1.55. **Generator**. A Person, Commercial business or any other entity that produces Solid Waste, Recyclables, Organic Waste, Bulky Items, Christmas Trees, Universal Waste, E- Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris.

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1.56. **Green Waste**. Untreated and unpainted wood, pruning, brush, leaves, or grass clippings and such other types of yard waste resulting from normal yard and landscaping maintenance. Green Waste must be generated by the Customer and at the service address wherein the Green Waste is Collected, segregated from Solid Waste at the source of generation and set out by the Customer for Collection. Green Waste does not include items herein defined as Unacceptable Waste.

1.57. **Hazardous Waste**. Any material, substance, waste or component thereof which poses an actual or potential risk to public health and safety or the environment by virtue of being actually or potentially toxic, corrosive, bioaccumulative, reactive, ignitable, radioactive, infectious or otherwise harmful to public health and safety or the environment, and which requires special handling under any present or future federal, state or local law, excluding de minimis quantities of waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe Collection, recycling, treatment and Disposal of household hazardous waste in compliance with Sections 41500 and 41802 of the California Public Resources Code.

1.58. **Large Event**. An event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and served an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system or other open space when being used for an event.

1.59. **Large Venue**. A permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, amusement park, conference or civil center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR Division 7, Section 12 and this Agreement, a site under common ownership or control that includes mor than one Large Venue that is contiguous with other Large Venues on the site, is a single Large Venue.

1.60. **Large Venue Collection Service**. Collection of Solid Waste, Recyclables, Organic Waste, and other materials as appropriate at Large Events.

1.61. **MFD Collection Service**. MFD Solid Waste Collection Service, MFD Recyclables Collection Service, MFD Organic Waste Collection Service, and Temporary Collection Service.

1.62. **MFD Customer**. A Multi-family Dwelling that provides for the set-out and accumulation of Solid Waste through the use of shared Containers.

1.63. **MFD Organic Waste Collection Service**. Collection of Organic Waste from MFD Customers in the Service Area, delivery of the Organic Waste to the appropriate Organic Waste Processing Facility, and processing and marketing of the Organic Waste.

1.64. **MFD Recyclables Collection Service**. Collection of Recyclables from MFD Customers in the Service Area, delivery of the Recyclables to the appropriate Recyclables Processing Facility, and processing and marketing of the Recyclables.

1.65. **MFD Solid Waste Collection Service**. Collection of Solid Waste from MFD Customers in the Service Area and delivery of the Solid Waste to the appropriate Disposal Facility.

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1.66. **Monterey Regional Waste Management District dba ReGen Monterey (MRWMD)**. That portion of the Service Area as set forth in Exhibit 6.

1.67. **MRWMD Construction and Demolition Debris Processing Facility**. The C&D Processing facility operated by the MRWMD and located at the Monterey Peninsula Landfill or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Monterey Regional Waste Management District.

1.68. **MRWMD Disposal Facility**. The Monterey Peninsula Landfill located at 14201 Del Monte Blvd., Marina, CA 93933 or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Monterey Regional Waste Management District.

1.69. **MRWMD Organic Waste Processing Facility**. The Organic Waste Processing facility operated by the MRWMD and located at the Monterey Peninsula Landfill or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the MRWMD.

1.70. **Multi-family Dwelling or MFD**. Any residence, or group of residences, with three (3) or more Dwelling Units, including any flat, apartment, duplex, triplex, condominium, town home or other premises, other than a hotel or motel, used for housing persons, including such premises when combined in the same building with Commercial establishments, and serviced with one (1) or more common Containers.

1.71. **Non-Collection Notice**. A form developed by CONTRACTOR, in a form and substance satisfactory to COUNTY, and provided at CONTRACTOR'S cost, on which CONTRACTOR has provided CONTRACTOR'S phone number and indicated the reasons for CONTRACTOR'S refusal to Collect material, giving reference to the section of this Agreement which has been violated, and which gives grounds for CONTRACTOR'S refusal either in writing or by means of a check system. Non- Collection Notices may be given in-person, by mail or electronically.

1.72. **On-Call Collection Service**. The periodic Collection of Bulky items, CED's, E-Waste, and/or U-Waste from SFD, MFD, Commercial, and Employee Housing Customers in the Service Area and the delivery of the Collected materials to the appropriate Disposal or Processing Facility.

1.73. **Organic Waste**. Food Waste, Green Waste, soiled paper and those materials agreed upon by the parties from time to time for Collection and recycling under this Agreement which are segregated from Solid Waste at the source of generation by the Customer and set out for Collection. This definition is subject to change based on what is accepted at the Organic Waste Processing Facility.

1.74. **Organic Waste Processing Facility**. The Monterey Regional Waste Management District (MRWMD) Food Waste Processing Facility and the Salinas Valley Solid Waste Authority (SVSWA) Food Waste Processing Facility.

1.75. **Person**. An individual, firm, agency, company, cooperative, public or private corporation, association, partnership, limited partnership, consortium, joint venture, limited liability company, commercial entity, trust, regulatory authority, governmental entity, or any other legal entity.

1.76. **Processing Residues**. Materials remaining after the processing of Recyclables, Organic Waste, Bulky Items and Construction and Demolition Debris, which cannot

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reasonably be Diverted from the landfill.

1.77. **Rebuilt Vehicle**. For purposes of this Agreement, "rebuilt" means, at a minimum, replacement of worn parts and reconditioning or replacement of hydraulic systems, transmissions, differentials, electrical systems, engines, and brake systems. In addition, the rebuilt vehicle must be repainted, and its tires must have at least eighty-five (85) percent of tread remaining.

1.78. **Recyclables**. Those materials designated in this Agreement for Collection and recycling under this Agreement which are segregated from Solid Waste by the Customer at the source of generation and set out for Collection. Recyclables include those materials defined by COUNTY, including newsprint (including inserts, coupons and store advertisements); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, milk and juice cartons, office ledger paper, legal pad backing, shoeboxes and telephone books); glass containers, (including brown, clear blue and green glass bottles and jars); aluminum, (including beverage containers and foil products); small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel including "tin" cans, aerosol cans (empty, non-toxic products) and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; all plastics (#1-7), except expanded Polystyrene (EPS); aseptic packaging; textiles; dry cell household batteries when placed on the Recyclables Cart in a sealed heavy-duty plastic bag; and those materials as may be added in accordance with Section 19 of this Agreement. This list of Recyclables is subject to change based on what is accepted at the Recyclables Processing Facilities.

1.79. **Recyclables Processing Facility**. Any facility selected by CONTRACTOR, and approved by COUNTY, that is designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclables, scrap metal, wood, asphalt, concrete and other inert materials for sale or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreements with the Salinas Valley Solid Waste Authority or the Monterey Regional Waste Management District.

1.80. **Recyclables Processing and Marketing**. Recycling, including, but not limited to the receipt, storage, sorting, cleansing, treating, bailing, shipping, and/or reconstituting of Recyclables including Recyclables recovered from the Solid Waste stream, at a facility which has adequate capacity to process the Recyclables Collected pursuant to this Agreement, and to return those Recyclables to the economic mainstream in a form that meets the requirements for greatest marketability. Without limiting the foregoing, Recyclables Processing and Marketing includes the pursuit and/or creation of markets for processed Recyclables in accordance with the provisions of this Agreement and plans submitted hereunder.

1.81. **Residential Dwelling**. A Single Family Dwelling or Multi-Family Dwelling.

1.82. **Roll-Off Container**. A metal Container of between ten (10) and fifty (50) cubic yards that is normally loaded onto a motor vehicle and transported to an appropriate facility. A Roll-Off Container may be open topped or enclosed with or without a compaction unit.

1.83. **Roll-Off Collection Services**. The service provided to Customers for the Collection of discarded material using a Roll-Off Container, as described in Section 8.

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1.84. **Roll-Out Collection Services**. The provision of SFD Collection Services to those Customers requiring or requesting that Collection occur at an on-premises site instead of at the curb or roadway.

1.85. **Salinas Valley Solid Waste Authority (SVSWA)**. That portion of the Service Area as set forth in Exhibit 6.

1.86. **SB 1383** means Senate Bill 1383 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7 and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in statewide effort to reduce emissions of short-lived climate pollutants. For purposes of this Agreement, SB 1383 specifically refers to the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle that created Chapter 12 of 14 CCR and amended portions of regulations of 14 CCR and 27 CCR.

1.87. **Self-Haul Customer**. A Generator of Solid Waste, Recyclables, Organic Waste, Bulky Items, E-Waste, CED's, Universal Waste, Christmas Trees, Used Oil and Used Oil Filters, and/or Construction and Demolition Debris within the COUNTY'S jurisdiction who delivers materials to a facility permitted to accept the material rather than to CONTRACTOR.

1.88. **Service Area**. The unincorporated areas of the County of Monterey, California and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the term of this Agreement.

1.89. **Service Commencement Date**. January 1, 2025.

1.90. **SFD Collection Service**. SFD Solid Waste Collection Service, SFD Recyclables Collection Service, SFD Organic Waste Collection Service, On-Call Collection Service and Used Oil Collection Service. All SFD premises in the COUNTY shall have Solid Waste, Recyclables and Organic Waste Collection Services unless an exception under this Agreement applies.

1.91. **SFD Customer**. A Single-Family Dwelling, or a Multi-Family Dwelling wherein each individual Dwelling Unit subscribes for the set-out and accumulation of Solid Waste through the use of non-shared Carts.

1.92. **SFD Organic Waste Collection Service**. Collection of Organic Waste from SFD Customers in the Service Area and the delivery of the Organic Waste to the appropriate Organic Waste Processing Facility.

1.93. **SFD Recyclables Collection Service**. Collection of Recyclables from SFD Customers in the Service Area, the delivery of the Recyclables to the appropriate Recyclables Processing Facility and the processing and marketing of the Recyclables.

1.94. **SFD Solid Waste Collection Service**. Collection of Solid Waste from SFD Customers in the Service Area and the delivery of the Solid Waste to the appropriate Disposal Facility.

1.95. **Single Family Dwelling or SFD**. A detached Dwelling Unit with individual (not shared with other Dwelling Units) Collection Services. As such, the Single Family Dwelling will receive Containers for its own use (not other Dwelling Units) and will have an individual account with CONTRACTOR.

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1.96. **Solid Waste**. Except as provided below, “Solid Waste” means all “Solid Waste” as defined in California Public Resources Code Section 40191, as that Section may be amended from time to time, and as defined in Section 10.41.010 of the Monterey County Code, as that Section may be amended from time to time, which is generated within the COUNTY. “Solid Waste” also means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded wastes, but does not include abandoned vehicles, Hazardous Waste or other Unacceptable Waste. “Solid Waste” may include Recyclables, Organic Waste, Bulky Items and Construction and Demolition Debris if such materials are not source separated from other "Solid Waste" at the site of generation or Collected for Recycling, Composting, processing and marketing.

1.97. **Special Services**. Waste collection services that are not Collection Services, and therefore outside the scope of this Agreement.

1.98. **Subcontractor.** Any Person, firm, or entity hired by CONTRACTOR to carry out any of CONTRACTOR’S duties under this Agreement.

1.99. **SVSWA Construction and Demolition Debris Processing Facility**. Any facility located within the boundaries of the SVSWA, designated by CONTRACTOR and approved by COUNTY for the receipt, storage, and processing of Construction and Demolition Debris or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Salinas Valley Solid Waste Authority.

1.100. **SVSWA Disposal Facility**. The Johnson Canyon Landfill located at 31400 Johnson Canyon Road, approximately 2.5 miles east of Gonzales, the Recycling Center at Madison Lane located at 1104 Madison Lane, Salinas, and the Jolon Road Transfer Station located 52654 Jolon Road, King City, and such other facilities as COUNTY may direct as required by the terms of its joint powers authority agreement with the Salinas Valley Solid Waste Authority.

1.101. **SVSWA Organic Waste Processing Facility**. Any facility located within the boundaries of the SVSWA, selected by CONTRACTOR and approved by COUNTY that is designed, operated and legally permitted for the purpose of receiving and processing Organic Waste or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the SVSWA.

1.102. **Temporary Collection Service**. Collection of material on a temporary or irregular basis, using CONTRACTOR-provided Bins or Roll-Off Containers, as set forth in Section 8 of this Agreement.

1.103. **Tier One Commercial Edible Food Generators** means a Commercial Edible Food Generator that is one of the following: (a) Supermarket; (b) grocery store with total facility size equal or greater than 10,000 square feet; (c) food service provider; (d) Food Distributor; and (e) wholesale food vendor.

1.104. **Tier Two Commercial Edible Food Generators** means a Commercial Edible Food Generator that is one of the following: (a) restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet; (b) hotel with an on-site food facility and 200 or more rooms; (c) health facility with an on-site food facility and 100 or more beds; (d) Large Venue; (e) Large Event; (f) a State agency with a cafeteria with

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250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet; (g) a local education agency with an on-site food facility.

1.105. **Unacceptable Waste**. Any and all waste, including but not limited to Hazardous Waste, the acceptance or handling of which would cause a violation of any permit condition or legal or regulatory requirement, damage or threatened damage to CONTRACTOR'S equipment or facilities, or present a substantial endangerment to the health or safety of the public or CONTRACTOR'S employees; provided, that de minimis quantities or waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe Collection, recycling, treatment, and Disposal of household Hazardous Waste in compliance with Sections 41500 and 41802 of the California Public Resources Code shall not constitute Unacceptable Waste. Unacceptable Waste does not include Used Oil, Used Oil Filters, or household batteries when placed for Collection as set forth in this Agreement or as otherwise directed by COUNTY.

1.106. **Universal Waste**. Discarded materials that the California Department of Toxic Substances Control considers Universal Waste, including materials such as batteries, thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans, and certain mercury-containing devices.

1.107. **Used Oil**. Any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful to the Customer because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil must be generated by and at the Single-Family Dwelling wherein the Used Oil is Collected. Used Oil does not include transmission fluid.

1.108. **Used Oil Collection Service**. The Collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers, by CONTRACTOR, from SFD Customers in the Service Area utilizing Used Oil and Used Oil Filter Containers for the accumulation and setout of Used Oil and Used Oil Filters and the appropriate disposition of the Used Oil and Used Oil Filters in accordance with the requirements of this Agreement.

1.109. **Used Oil Container**. A plain plastic container provided by COUNTY or CONTRACTOR, as set forth in Section 3.10 of this Agreement, for the accumulation of Used Oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a Used Oil Container.

1.110. **Used Oil Filter**. Any oil filter that is no longer useful to the SFD Customer because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil Filters must be generated by and at the Single- Family Dwelling wherein the Used Oil Filter is Collected.

1.111. **Used Oil Filter Container**. A sealable container provided by COUNTY or CONTRACTOR, as set forth in Section 3.10 of this Agreement, for the accumulation of Used Oil Filters that has a label designating it for use as a Used Oil Filter Container.

1.112. **White Goods**. Discarded household appliances such as washers, dryers, refrigerators, stoves, water heaters, freezers, small air conditioning units, and other similar items.

1.113. **Work Day**. Any day, Monday through Saturday, that is not a holiday as set forth in

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Section 3.9 of this Agreement.

2. **TERM AND SCOPE OF FRANCHISE**.

2.1. **Term of Agreement**. The initial term of this Agreement shall be for a period commencing on January 1, 2025, and terminating at midnight on January 1, 2035. The term of this Agreement may be extended by one (1) five (5) year period, with such five (5) year period being agreed upon in writing by the parties. COUNTY'S decision whether to agree to extend the Agreement shall be at its sole discretion.

2.2. **Grant of Exclusive Franchise**. Subject to the requirements, conditions and exceptions set forth in this Agreement and Exhibits, COUNTY hereby grants to CONTRACTOR during the term of this Agreement the exclusive franchise, right, privilege, and duty to provide Collection Services in the COUNTY.

2.3. **Limitations to Scope of Exclusive Franchise**.

2.3.1. Nothing in this Agreement shall require that Collection Services be received by COUNTY facilities, or any entity governed by the Board; the State of California; any school district; or any entity that is excluded by Applicable Law from the obligation to receive Collection Services set forth herein.

2.3.2. Nothing in this Agreement shall limit the right of any Person to donate or sell his or her Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Christmas trees, Used Oil and Used Oil Filters and/or Construction and Demolition Debris to someone other than CONTRACTOR, provided such donation or sale may not result in the Person making a net payment for such services. Similarly, pursuant to Chapter 10.41 of the Monterey County Code, nothing in this Agreement shall limit the right of any Person to haul the Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's Christmas trees, Used Oil and Used Oil Filters and Construction and Demolition Debris he or she generates on his or her own premises to a facility that holds all applicable permits required per federal law, state law and/or County Code.

2.3.3. Notwithstanding CONTRACTOR'S rights under this Agreement as described above, the following materials may be Collected by Persons other than CONTRACTOR:

2.3.3.1. Construction and Demolition Debris that is removed from a premises by a licensed contractor as an incidental part of a total construction, remodeling, or demolition service offered by that contractor, rather than as a separately contracted or subcontracted hauling service; or

2.3.3.2. Green Waste that is removed from SFD, MFD or Commercial premises by a contractor as an incidental part of a total gardening or landscaping service offered by that contractor, rather than as a separately contracted or subcontracted hauling service;

2.3.3.3. Composted at the site where it is generated (e.g., backyard composting);

2.3.3.4. Bulky Items, E-Waste, CED'S or U-Waste that are removed from a premises by a property cleanup or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service;

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2.3.3.5. Animal remains and grease waste Collected for use as tallow;

2.3.3.6. Animal waste Collected for use as a soil amendment;

2.3.3.7. Recyclables which CONTRACTOR is not required to Collect and process under this Agreement as of the effective date of this Agreement which subsequently, in COUNTY'S reasonable judgment, become economically feasible to recycle. In such event, CONTRACTOR shall have the exclusive right to Collect and process such new Recyclables if CONTRACTOR agrees to do so without any change in rates. If CONTRACTOR is unwilling to provide service for such new Recyclables at existing rates, COUNTY may provide for Collection and processing of new Recyclables in any manner it deems appropriate.

2.3.3.8. Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Section 14500, et seq., California Public Resources Code, as such statute may be amended from time to time;

2.3.3.9. Hazardous Waste regardless of its source;

2.3.3.10. By-products of sewage treatment, including sludge, grit, and screenings;

2.3.3.11. Abandoned Solid Waste discarded on public roads, right of ways and public parking lots in the Service Area. The County Code does not prohibit persons from scavenging or picking up abandoned Solid Waste;

2.3.3.12. Exemptions as listed and detailed from time to time in federal and state law, or County Code, and subject to Section 22 of this Agreement; or

2.3.3.13. The provisions allowing COUNTY to provide for Collection, processing and Disposal as specified elsewhere in this Agreement.

2.4. **Excluded Services**. CONTRACTOR acknowledges and agrees that COUNTY may permit other persons besides CONTRACTOR to Collect any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of CONTRACTOR.

2.5. **Legal Limitations**. This grant to CONTRACTOR of rights, privileges, and duties shall be interpreted to be consistent with federal and state law and County Code in effect now and during the term of this Agreement. In the event future interpretations of current law, or enactment of new laws limit the ability of COUNTY to lawfully provide for the scope of franchise, rights, privileges, and duties specifically set forth herein, CONTRACTOR agrees the scope will be limited to that scope which may be lawfully provided for under this Agreement, and, except as otherwise provided in Section 11.20, COUNTY shall not be responsible for any lost profits claimed by CONTRACTOR to arise out of further limitations of the scope as set forth herein. In such event, it shall be the responsibility of CONTRACTOR to minimize the financial impact to other services being provided as much as commercially feasible.

3. **SERVICE STANDARDS**.

3.1. **Service Standards**. CONTRACTOR shall perform all Collection Services under this Agreement in a thorough and professional manner. Collection Services described in this Agreement shall be performed regardless of weather conditions or difficulty of Collection,

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except as provided in this Agreement.

3.2. **Mandatory Franchise Service**. CONTRACTOR will provide Collection Service at each premise located in the Service Area, unless that premise is expressly exempted from mandatory service under Section 2.3 above and Section 10.41.030 of the County Code.

3.3. **Collection Service Commencement**. CONTRACTOR will begin providing Collection Services under this Agreement on January 1, 2025.

3.4. **Hours and Days of Collection**.

3.4.1. SFD and MFD Collection Services shall be provided commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through Friday, with no service on Saturday or Sunday, except as provided in Section 3.9 of this Agreement. The hours, days, or both, of Collection may be temporarily extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator. Collection Services are not required on Saturday but may be offered at CONTRACTOR's discretion.

3.4.2. Commercial Collection Services shall be provided commencing no earlier than 4:00 a.m. and terminating no later than 10:00 p.m., Monday through Saturday, except Collection shall begin no earlier than 6:00 a.m. or end later than 6:00 p.m. within two hundred (200) feet of Single-Family Dwellings. The hours, days, or both, of Collection may be temporarily extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.

3.5. **Manner of Collection**. CONTRACTOR shall provide Collection Services with as little disturbance as possible and shall leave any Container in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

3.6. **Roll-out and Push Service**. If CONTRACTOR determines that the set-out location for Containers is Difficult to Serve, then CONTRACTOR may provide its choice of either Roll-Out Collection Service to Customers using Carts, or push services to Customers using Bins, for the surcharge listed on Exhibit 1, Rate Schedule.

3.7. **Containers**.

3.7.1. **Purchase and Distribution of Carts, Bins and Roll-Off Containers**. CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional new Carts, new or well-maintained Bins, and new or well-maintained Roll-Off Containers as required to Customers in the Service Area; Containers in use prior to this Agreement may continue to be used. CONTRACTOR shall also distribute Carts, Bins and Roll-Off Containers as required to new Customers that are added to the Service Area during the term of this Agreement. The distribution shall be completed within five (5) Work Days of receipt of notification from COUNTY or the Customer, or the Customer's next service date, whichever is later.

3.7.2. **Replacement of Containers**.

3.7.2.1. CONTRACTOR'S employees shall take care to prevent damage to Containers by unnecessary rough treatment. However, any Container damaged by CONTRACTOR shall be replaced by CONTRACTOR, at CONTRACTOR'S expense, within five (5) Work Days of receipt of notification

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from COUNTY or the Customer, or the Customer's next service date, whichever is later, at no cost or inconvenience to the Customer.

3.7.2.2. Upon notification to CONTRACTOR by COUNTY or a Customer that a Customer's Container is faulty, has worn out, or has been stolen or damaged beyond repair through no fault of the Customer, CONTRACTOR shall deliver a replacement Container to such Customer no later than the next regularly scheduled Collection day or five (5) Work Days. There shall be no charge to the Customer for such replacement Containers.

3.7.2.3. Where a Container needs to be repaired or replaced due to the fault of the Customer, CONTRACTOR shall be compensated by the Customer for the cost of repair or replacement, as appropriate, as set forth in Exhibit 1 which is attached to and included in this Agreement or as may be adjusted under the terms of this Agreement.

3.7.3. **Repair of Containers**. CONTRACTOR shall be responsible for repair of Containers no later than the next regularly scheduled Collection day, or five Work Days, after notification of the need for such repairs. The cost of such repairs will be determined as set forth above.

3.7.4. **Locks**. Within one (1) week of receipt of the request, CONTRACTOR will provide a lock on a Bin for the surcharge listed in Exhibit 1. Alternatively, Customers may provide CONTRACTOR-approved locks.

3.7.5. **Cart or Bin Exchange**. Upon notification to CONTRACTOR by COUNTY, or a Customer, that a change in the size or number of Carts or Bins is required, CONTRACTOR shall deliver such Carts or Bins to such Customer within five (5) Work Days. Each SFD Customer shall be entitled to receive one (1) free Solid Waste Cart exchange, one (1) free Recyclables Cart exchange and one (1) free Organic Waste Cart exchange per Agreement Year during the term of this Agreement. Each MFD or Commercial Customer shall be entitled to receive one (1) free service exchange, per Agreement Year during the term of this Agreement. For the purposes of this Section, a service exchange represents the exchange of as few as one (1) and as many as the total number of Bins and Carts provided by CONTRACTOR and utilized by the Customer. Accordingly, CONTRACTOR shall be compensated for the cost of those exchanges in excess of the limitations set forth herein per Agreement Year, in accordance with the Cart or Bin Exchange service rate as set forth in Exhibit 1 of this Agreement.

3.7.6. **Ownership of Carts**. Ownership of Carts shall rest with CONTRACTOR, except that ownership of Carts in the possession of a Customer at the end of this Agreement shall rest with COUNTY. At its sole discretion, COUNTY may elect not to exercise its rights with regards to this Section and in such case the Carts shall remain the property of CONTRACTOR upon termination of this Agreement. In this event CONTRACTOR shall be responsible for removing all Carts in service from the Service Area and reusing or Recycling such Carts. In addition, in the case of the termination of this Agreement prior to the expiration of the initial term or optional extension term(s) due to the default of CONTRACTOR as set forth in Section 24 of this Agreement, COUNTY shall have the right to take possession of the Carts and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall

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not be limited and regardless of the time of possession, there shall be no monies owing to CONTRACTOR from COUNTY for the use of the equipment. Upon the receipt of written notice from COUNTY, CONTRACTOR shall submit to the Contract Administrator an inventory of Carts, including their locations.

3.7.7. **Ownership of Bins and Roll-Off Containers**. Ownership of Bins and Roll-Off Containers distributed by CONTRACTOR shall rest with CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension term due to the default of CONTRACTOR as set forth in Section 24 of this Agreement. Under such circumstances, COUNTY shall have the right to take possession of the Bins and Roll-Off Containers and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession there shall be no monies owing to CONTRACTOR from COUNTY for the use of the equipment. Upon receipt of a written request from COUNTY, CONTRACTOR shall submit to the Contract Administrator an inventory of Bins and Roll-Off Containers, including theirlocations.

3.7.8. **Compactor Equipment**. Compactor equipment may be owned by the Customer or leased from CONTRACTOR or any other source, provided the Compactor Container is compatible with CONTRACTOR'S Collection vehicles.

3.7.9. Customers may not, itself or by using a company other than CONTRACTOR, compact any materials in CONTRACTOR-provided Containers.

3.8. **Labor and Equipment**. CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall at all times have sufficient backup equipment and labor to fulfill CONTRACTOR'S obligations under this Agreement. No compensation for CONTRACTOR'S services or for CONTRACTOR'S supply of labor, equipment, tools, facilities or supervision shall be provided or paid to CONTRACTOR by COUNTY or by any Customer except as expressly provided by this Agreement.

3.9. **Holiday Service**. CONTRACTOR shall not be required to provide Collection Services or maintain office hours on the following designated holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In any week in which one of these holidays falls on a Work Day, SFD Collection Services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday. MFD and Commercial Collection Services shall be adjusted as agreed between CONTRACTOR and the Customer but must meet the minimum frequency requirement of one (1) time per week.

3.10. **Used Oil and Used Oil Filter Containers**. CONTRACTOR will provide to SFD Customers at no additional charge to SFD Customer, Used Oil and Used Oil Filter Containers in design, function and material specifications approved by the COUNTY. CONTRACTOR will not receive additional compensation for this service.

3.11. **Contamination (Recyclables and Organic Waste)**.

3.11.1. Where CONTRACTOR documents that a particular Customer has Contamination, CONTRACTOR shall collect the offending Container, where it can be done safely,

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and provide a written notice (can be digital) to the Customer with the following information (a "Violation Notice"):

3.11.1.1. Date of the offense;

3.11.1.2. Description of the offense;

3.11.1.3. If available, a photograph or video (or link to photograph or video);

3.11.1.4. A description of the materials that are appropriate for collection in said Container and a link to view online with educational materials; and

3.11.1.5. A website to obtain additional information and/or receive responses to questions the Customer may have.

3.11.2. First Three Occurrences During A Twelve Month Period, Per Material Type (i.e, Recyclables or Organic Waste). CONTRACTOR shall service Containers with Contamination except where there is visible Unacceptable Waste. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided.

3.11.3. Fourth and Subsequent Occurrences During A Twelve Month Period, Per Material Type. CONTRACTOR may opt to not collect Recyclables or Organic Waste Containers with Contamination; in such event, CONTRACTOR may collect the Container as Solid Waste, and an additional fee will apply. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided. Additionally, CONTRACTOR may, at its discretion, increase the Customer's Solid Waste service level (i.e., more frequent collection and/or larger or additional Solid Waste Container(s)), and bill the Customer for such increased service level. CONTRACTOR may increase the Customer's Solid Waste service level more than once if instances of Contamination persist after previous service level increases. Customers that have received increased Solid Waste service level pursuant to this Section may contact CONTRACTOR to request that their Solid Waste service level be reduced. CONTRACTOR shall not unreasonably withhold such request. CONTRACTOR may deny such request if the Customer has had an incident of Contamination within the last six months.

3.12. **Overage**.

3.12.1. For purposes of this Agreement, "Overage" exists when a Solid Waste, Recyclables or Organic Waste Container lid is lifted by at least six inches or would be lifted by at least six inches if lowered. Overage does not include material laying on the ground, and CONTRACTOR is not required to collect such material.

3.12.2. First Three Occurrences During A Twelve Month Period, Per Material Type (i.e., Solid Waste, Recyclables or Organic Waste). CONTRACTOR shall service Containers with Overage except where there is visible Unacceptable Waste. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided.

3.12.3. Fourth and Subsequent Occurrences During A Twelve Month Period, Per Material Type. CONTRACTOR shall service Containers with Overage except where there is visible Unacceptable Waste. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided. Additionally, CONTRACTOR may, at its discretion, increase the Customer's Solid Waste, Recyclables or Organic Waste, as applicable, service level (i.e., more frequent collection and/or larger or

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additional Container(s)), and bill the Customer for such increased service level. CONTRACTOR may increase the Customer's Container service level more than once if instances of Overage persist after previous service level increases. Customers that have received an increased service level pursuant to this Section may contact CONTRACTOR to request that their Container service level be reduced. CONTRACTOR shall not unreasonably withhold such request. CONTRACTOR may deny such request if the Customer has had an incident of Overage within the last six months.

3.13. **Inspections**. COUNTY shall have the right to inspect CONTRACTOR'S facilities or Collection vehicles used in the provision of Collection Services under this Agreement and their contents at any time while operating inside or outside the Service Area.

3.14. **Commingling of Materials**.

3.14.1. **Solid Waste, Organic Waste, and Recyclables**. CONTRACTOR shall not commingle Solid Waste Collected pursuant to this Agreement, with any Organic Waste, or Recyclables separated for Collection pursuant to this Agreement prior to delivery to the appropriate facility without the express prior written authorization of the Contract Administrator.

3.14.2. **Solid Waste Collected in Service Area**. CONTRACTOR shall not commingle any Solid Waste Collected pursuant to this Agreement with any other material Collected by CONTRACTOR outside the Service Area prior to delivery to the Disposal Facility as appropriate, unless CONTRACTOR has provided written documentation, in a form that is satisfactory to the Contract Administrator, explaining how the mixed material will be allocated to the jurisdiction(s) of origin and CONTRACTOR has received express, written consent from the Contract Administrator.

3.14.3. **Organic Waste**. CONTRACTOR shall not commingle Organic Waste Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the Service Area prior to delivery to the Organic Waste Processing Facility without the express prior written authorization of the Contract Administrator.

3.14.4. **Recyclables**. CONTRACTOR shall not commingle Recyclables Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the Service Area prior to delivery to the Recyclables Processing Facility without the express prior written authorization of the Contract Administrator.

3.14.5. **Material Separation**. Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris shall not be mixed together in CONTRACTOR'S Collection equipment unless such material has been deemed contaminated in which case it shall be Collected as Solid Waste. Each category of material Collected shall be kept separated according to type or classification except for such material as has been deemed contaminated which shall be classified as Solid Waste.

3.15. **Spillage and Litter**. CONTRACTOR shall not litter premises in the process of providing Collection Services or while its vehicles are on the road. CONTRACTOR shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from CONTRACTOR'S vehicle. CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to

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prevent spilling or dropping of Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

3.15.1. CONTRACTOR will maintain a log of fluid spills that indicates the material spilled, quantity and remedial actions taken. CONTRACTOR will immediately report any spills entering or endangering any waterway or storm drain or any spill of forty- two (42) gallons or more to the State Office of Emergency Service (OES) as required by law.

3.15.2. CONTRACTOR shall not be responsible for cleaning up un-sanitary conditions caused by the carelessness of the Customer; however, CONTRACTOR shall clean up any material or residue that is spilled or scattered by CONTRACTOR or its employees.

3.15.3. CONTRACTOR shall clean up any spillage or litter caused by CONTRACTOR within four (4) hours of spilling or dropping any material or residue, or within four (4) hours upon notice from Customer or the Contract Administrator.

3.15.4. Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from CONTRACTOR'S operations or equipment repair shall be covered immediately with an absorbent material and removed from the street surface. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. To facilitate such cleanup, CONTRACTOR'S vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

3.15.5. In the event where damage to public streets within the Service Area is the result of a hydraulic oil spill caused by CONTRACTOR, CONTRACTOR shall be responsible for all repairs to return the street to the same condition it was in prior to the spill. CONTRACTOR shall also be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the Contract Administrator and at no cost to COUNTY.

3.16. **Ownership of Materials**. Title to Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris shall pass to CONTRACTOR at such time as said materials are placed in CONTRACTOR'S Collection Container and the Container is set out for Collection. Title to material Collected as part of the COUNTY Clean-up Service as set forth in Section 9.4 shall pass to CONTRACTOR at the time the material is placed in the Roll-Off Container or other Collection vehicle or Container approved for use. Nothing in this Agreement shall require CONTRACTOR to take title to Unacceptable Waste.

3.16.1. **Hazardous Waste**. Under no circumstances shall CONTRACTOR'S employees knowingly Collect Hazardous Waste, or remove unsafe or poorly containerized Hazardous Waste, from a Collection Container. If CONTRACTOR determines that material placed in any Container for Collection is Hazardous Waste, or other material that may not legally be accepted at the Disposal Facility or one of the processing facilities, or presents a hazard to CONTRACTOR'S employees, CONTRACTOR shall refuse to accept such material. The Generator shall be contacted by CONTRACTOR and requested to arrange for proper Disposal. If Hazardous Waste is found in a Collection Container that poses an imminent danger to people or property,

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CONTRACTOR shall immediately notify the Monterey

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County Health Department Hazardous Materials Management Services.

3.16.2. If Hazardous Waste is identified at the time of delivery to the Disposal Facility or one of the processing facilities, and such Hazardous Materials has not been commingled with other material, CONTRACTOR shall be solely responsible for handling and arranging lawful transport and disposition of the Hazardous Waste if the Generator cannot be identified.

3.17. **Regulations and Record Keeping**. CONTRACTOR shall comply with emergency notification procedures required by applicable laws and regulatory requirements. All records required by regulations shall be maintained at CONTRACTOR'S facility.

3.18. **Property Damage**. CONTRACTOR shall be responsible for the repair or replacement, if repair is not adequate, of any damages to public or private property during the provision of Collection Services and caused by the CONTRACTOR.

3.19. **Unsafe Collection Conditions**. In the event CONTRACTOR believes that it is unsafe to provide Collection Services to a Customer, CONTRACTOR shall notify the Contract Administrator of the name and address of the Customer and the conditions which make the provision of Collection Services unsafe. Pursuant to County Code, the Director of Health shall perform such review as is deemed necessary and except in those instances where the conditions can be mitigated to the satisfaction of CONTRACTOR, shall take the appropriate steps to have the Customer exempted from mandatory Collection Service. CONTRACTOR shall not be obligated to provide Collection Services to the Customer until the unsafe condition(s) is/are resolved.

4. **SB 1383 - Inspection and Enforcement**.

4.1. Annual Compliance Reviews.

4.1.1. General. CONTRACTOR shall perform compliance reviews described in this Section commencing January 1, 2025, and at least annually thereafter, unless otherwise noted.

4.1.2. Commercial Generator Compliance Reviews. CONTRACTOR shall complete a compliance review of all Multi-Family Dwelling and Commercial Customers that generate two (2) cubic yards or more per week of Solid Waste, including Green Waste, to determine their compliance with (1) Generator requirements under the COUNTY's Collection programs; and (2) if applicable for the Generator, Self- Hauling requirements pursuant to 14 CCR Section 18988.3 and each COUNTY's Code, including whether a Multi-Family Dwelling or Commercial business is complying through Back-Hauling, Organic Waste Container and/or Recyclables Container Waste. The compliance review shall mean a "desk" review of records to determine Customers' compliance with the above requirements and does not necessarily require an on-site observation of services. However, the COUNTY may request that the CONTRACTOR perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information.

4.1.3. Annual Hauler Route Review. Beginning April 1, 2025, and annually thereafter, the CONTRACTOR shall conduct annual hauler route reviews of Commercial, Multi-Family Dwelling and Residential Generators for compliance with the COUNTY's Solid Waste, Recyclables, and Organic Waste Collection programs and Container Contamination monitoring. These hauler route reviews may be performed concurrently with the contamination monitoring hauler route reviews,

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provided that the CONTRACTOR documents a reasonable sampling of Generators for which compliance with the COUNTY's Collection program during the hauler route review was assessed.

4.2. **Generator Waiver Assessments.** CONTRACTOR shall verify Multi-Family Dwelling and Commercial Generator de minimis and physical space constraint waivers, if applicable, at least once every five (5) years from the date of issuance of the waiver via "desk" review or on-site audit, as applicable.

4.3. Compliance and Route Review Process.

4.3.1. Number of Reviews. CONTRACTOR shall conduct a sufficient number of route reviews to adequately determine Customers' compliance with 14 CCR Section 18984.5(b). The number of route reviews and timeframe of such reviews shall be decided by CONTRACTOR, provided that the route reviews comply with 14 CCR Section 18984.5(b). The COUNTY has approved CONTRACTOR's use of its Smart Truck℠ system, including contamination monitoring via digital/video monitoring to conduct such route reviews. COUNTY may require CONTRACTOR to prioritize compliance reviews of entities that the COUNTY determines are more likely to be out of compliance.

4.3.2. Non-Compliant Entities. When compliance reviews are performed by the CONTRACTOR pursuant to Section 4.1, CONTRACTOR shall provide educational materials in response to violations. CONTRACTOR shall provide these educational materials to the non-compliant Customers and Generators within twenty (20) days of determination of non-compliance or immediately upon determination of non-compliance, if such noncompliance is determined during an inspection or Hauler Route review. CONTRACTOR shall document the non-compliant Customers and Generators and the date and type of education materials provided and shall report such information to the COUNTY. Beginning January 1, 2026 the CONTRACTOR shall, in addition to providing the education materials described in this subsection, document non-compliant Customers and Generators determined through the CONTRACTOR's compliance reviews pursuant to 4.1 and shall report all Customers and Generators with violations of SB 1383 regulations to the COUNTY. COUNTY shall be responsible for subsequent enforcement action against the Generators.

4.3.3. Documentation of Inspection. CONTRACTOR shall generate a written and/or electronic record and maintain documentation of each inspection, hauler route reviews and compliance review, as applicable.

4.4. **Food Recovery Program**.

4.4.1. **General.** CONTRACTOR shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion or operation of Food Recovery efforts in the COUNTY.

4.4.2. **Tier One and Tier Two Commercial Edible Food Generators.** CONTRACTOR shall assist the COUNTY with identifying Tier One and Tier Two Commercial Edible Food Generators for the purpose of the Food Recovery program. CONTRACTOR shall provide the COUNTY with a list of Commercial Customers that qualify or appear to qualify as Tier One or Tier Two Commercial Edible Food Generators, as defined by this Agreement.

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4.4.3. **Website Content.** No later than July 1, 2025, CONTRACTOR shall include Food Recovery program information on the CONTRACTOR's website.

4.5. **Generator Waiver Program Coordination**.

4.5.1. **General.** COUNTY may grant waivers described in this Section to Generators that impact the scope of CONTRACTOR's provisions of service for those Generators. Waivers issued shall be subject to compliance with 14 CCR Section 18984.11 or other requirements specified by COUNTY.

4.5.2. **CONTRACTOR Waiver Request on Behalf of Customer.** Upon reasonable belief that a Customer may qualify for a waiver allowed pursuant to COUNTY's Code, CONTRACTOR may submit a request for COUNTY to grant a waiver to the Customer in accordance with COUNTY's pre-approved application process. CONTRACTOR shall obtain each Customer's consent to the waiver application. COUNTY will review and approve or deny the waiver request. Upon COUNTY's request, CONTRACTOR may be required to upload each waiver application to a COUNTY designated web based software system.

4.5.3. **CONTRACTOR Review of Customer Waiver Request**. Generators may submit requests for de minimis waivers, physical space waivers, and Organic Waste Container Recycling waivers to the COUNTY. Upon COUNTY request, CONTRACTOR shall within fifteen (15) days review the waiver application of a Generator if the Generator is a Customer of the CONTRACTOR and, in such a case, shall assess the Customer(s)' Premises to verify the accuracy of the application.

4.5.4. **CONTRACTOR Change in Customer Service Levels**. If COUNTY grants a waiver to one of CONTRACTOR's Customers, COUNTY shall notify CONTRACTOR within seven (7) days of the waiver approval with information on the Customer and any changes to service level or service requirements. CONTRACTOR shall have seven (7) days to modify the Customer's service level and billing statements, as needed.

4.5.5. **Annual Verification and Record Keeping.** COUNTY shall verify that Customers that have been granted waivers are in compliance with such waivers. CONTRACTOR and COUNTY will be responsible for maintaining records of all Customers granted waivers pursuant to this Section. If COUNTY desires that CONTRACTOR be responsible for verifying Customer compliance with such waivers, the parties will and confer to negotiate an amendment to this Agreement regarding such compliance verification responsibilities.

4.6. MRWMD Disposal Facility. All Solid Waste and Bulky Items that cannot be Diverted, Collected as the result of performing Collection Services within the boundaries of the MRWMD, shall be transported to the MRWMD Disposal Facility.

4.7. SVSWA Disposal Facility. All Solid Waste and Bulky Items that cannot be Diverted, Collected as the result of performing Collection Services within the boundaries of the SVSWA, shall be transported to the SVSWA Disposal Facility.

4.8. Recyclables Processing Facility. All Recyclables and Bulky Items that can be Recycled, Collected as a result of performing Collection Services, shall be delivered to the Recyclables Processing Facility.

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4.9. MRWMD Organic Waste Processing Facility. All Organic Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of the MRWMD, shall be transported to the MRWMD Organic Waste Processing Facility.

4.10. SVSWA Organic Waste Processing Facility. All Organic Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of SVSWA, shall be transported to the SVSWA Organic Waste Processing Facility.

4.11. MRWMD Construction and Demolition Debris Processing Facility. All Construction and Demolition Debris Collected as the result of performing Collection Services within the boundaries of the MRWMD shall be transported to the MRWMD Construction and Demolition Debris Processing Facility.

4.12. SVSWA Construction and Demolition Debris Processing Facility. All Construction and Demolition Debris, Collected as the result of performing Collection Services within the boundaries of SVSWA, shall be transported to the SVSWA Construction and Demolition Debris Processing Facility.

4.13. Bulky Items Processing and Disposal. CONTRACTOR shall process and dispose of Bulky Items Collected from Customers pursuant to the terms of this Agreement in accordance with the following hierarchy: (a) Recycle; or (b) Disposal.

4.13.1. CONTRACTOR shall not landfill such Bulky Items unless the Bulky Items cannot be reused or recycled.

4.13.2. Bulky Items Containing Freon. In the event CONTRACTOR Collects Bulky Items that contain Freon, CONTRACTOR shall handle such Bulky Items in a manner such that the Bulky Items are not subject to regulation as Hazardous Waste under applicable state and federal laws or regulations.

4.14. Disposal of Recyclables or Organic Waste. CONTRACTOR shall not deliver source separated Recyclables or Organic Waste to a Disposal Facility, except residue or contaminated containers/loads, without the express written permission of the Contract Administrator.

4.15. Used Oil Processing. CONTRACTOR shall recycle all Used Oil and Used Oil Filters Collected pursuant to this Agreement to the extent feasible and shall properly dispose of all Used Oil and Used Oil Filters that are contaminated or otherwise cannot be recycled.

4.15.1. CONTRACTOR shall recycle Used Oil only with persons who are authorized by the State of California to recycle Used Oil. In the event the Used Oil and Used Oil Filters Collected pursuant to this Agreement are contaminated to the extent that the Used Oil and Used Oil Filters require disposal as a Hazardous Waste, CONTRACTOR shall dispose of such Used Oil and Used Oil Filters at CONTRACTOR'S own cost and expense in accordance with applicable state and federal law.

4.16. Alternate Facilities. CONTRACTOR may deliver materials collected under this Agreement to facilities other than those specified above based on Force Majeure events, provided such provisional use of alternative facilities is approved by the Contract Administrator in writing. COUNTY will not delay or unreasonably withhold such approval.

5. **SFD Collection Services**.

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5.1. Default Capacity. CONTRACTOR shall provide each SFD Customer with one (1) 35 gallon Solid Waste Cart, one (1) 64 gallon (or if requested by Customer, 96 gallon) Recyclables Cart, and one (1) 64 gallon (or if requested by Customer, 96 gallon) Organic Waste Cart.

5.2. Conditions of Service. CONTRACTOR shall provide SFD Collection Service to all SFD Customers in the Service Area whose Solid Waste, Recyclables and Organic Waste are properly containerized, placed at the curb or in the location otherwise agreed to by CONTRACTOR and Customer, and is safely and efficiently accessible to CONTRACTOR'S Collection crew and vehicle.

5.3. Roll-Out Collection Service.

5.3.1. Non-Subscription Roll-Out Collection Service. Notwithstanding any term or definition set forth in this Agreement, CONTRACTOR shall provide non- subscription Roll-Out Collection Service to a SFD Customer if a Customer residing therein has provided documentation, in a manner satisfactory to CONTRACTOR that all individuals over the age of twelve (12) residing in the Customers residence:
1) have handicapped status recognized by the California Department of Motor Vehicles; and 2) are functionally unable to place their Solid Waste, Recyclables, and Organic Waste Carts at the curb for Collection. In addition, COUNTY may direct CONTRACTOR to provide non-subscription Roll-out Collection Service to Customers who meet the criteria set by COUNTY. No additional monies shall be due to CONTRACTOR for the provision of non-subscription Roll-Out Collection Service.

5.3.2. Subscription Roll-Out Collection Service. CONTRACTOR shall provide Roll-Out Collection Service to a SFD Customer if requested by the Customer for their convenience. CONTRACTOR shall be compensated for such services at the rates set forth in Exhibit 1 for subscription Roll-Out Collection Service.

5.3.3. Collection Day. CONTRACTOR shall provide subscription and non-subscription Roll-Out Collection Service on the same Work Day that curbside Collection would otherwise be provided to the SFD Customer.

5.4. Frequency and Scheduling of Service. Except as set forth in Section 5.7, SFD Collection Services shall be provided one (1) time per week on a scheduled route basis. SFD Collection Services shall be scheduled so that a SFD Customer receives Solid Waste Collection Service, Recyclables Collection Service, Organic Waste Collection Service, and Used Oil Collection Service on the same Work Day.

5.5. Non-Collection. Except as set forth in Section 5.7, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Organic Waste that is not placed in a Cart. CONTRACTOR shall also not be required to Collect Carts whose weight is more than 200 pounds. In the event of non-collection due to a Container being overweight, CONTRACTOR shall affix to the Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a record of such notification during the term of this Agreement.

5.6. Additional Capacity. In the event a Customer requests Solid Waste, Recyclables or Organic Waste capacity in excess of that provided by the default Cart capacity, CONTRACTOR shall be compensated for the provision of those additional Carts in accordance with the Rate Schedule set forth in Exhibit 1.

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5.7. On-Call Collection Service. This service shall be provided one (1) time per full or partial Calendar Year at no additional charge to the Customer. CONTRACTOR shall be compensated for providing On-Call Collection Service more than one (1) time in any full or partial Calendar Year in accordance with the additional on-call service rate as set forth in Exhibit 1. This service will be governed by the following terms and conditions:

5.7.1. General Conditions of Service. CONTRACTOR shall provide On-Call Collection Service to all SFD Customers in the Service Area whose material has been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

5.7.2. Bulky Items. Bulky Items shall be placed loose at the set-out location and shall be limited to up to five (5) Bulky Items.

5.7.3. Other Items. Universal Waste (except fluorescent tubes), E-Waste and CED's shall be placed in bags, boxes or containers (each will be considered a Bulky Item).

5.7.4. Excess On-Call Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the "excess on-call collection capacity" service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

5.7.5. Scheduling On-Call Collection Service. CONTRACTOR, when requested by Customer, shall provide each SFD Customer with On-Call Collection Service on the Customer's next regular Collection day or as agreed to between CONTRACTOR and Customer.

5.7.6. Non-Collection. In the event of non-collection, CONTRACTOR shall affix to the item a Non-Collection Notice explaining why Collection was not made and how the item may be properly Disposed of. CONTRACTOR shall not be required to Collect the following items as part of On-Call Collection service:

5.7.6.1. Any single item that cannot be handled by two (2) people using a dolly (except for the purposes of this Section a box springs and mattress will not be considered as a single item);

5.7.6.2. Hazardous Waste, including anti-freeze;

5.7.6.3. Unacceptable Waste; or

5.7.6.4. Concrete, dirt, or tires.

5.7.7. During the first two weeks of January, CONTRACTOR will collect Christmas trees placed curbside as scheduled with the Customer.

5.8. Used Oil Collection Service. This service will be governed by the following terms and conditions:

5.8.1. Conditions of Service. CONTRACTOR shall provide Used Oil and Used Oil Filter Collection Service to all SFD Customers in the Service Area utilizing Used Oil Containers for the accumulation and set-out of their Used Oil, and Used Oil Filter Containers for the accumulation and set out of their Used Oil Filters where the Used Oil Containers and Used Oil Filter Containers have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible

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roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

5.8.2. Non-Collection. CONTRACTOR shall not be required to Collect material placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil or Used Oil Filters, as appropriate, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the oil or filter. In the event of non-collection, CONTRACTOR shall affix to the Used Oil or Used Oil Filter Container a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall also leave Used Oil or Used Oil Filter Containers in a number sufficient to contain the Used Oil or Used Oil Filters set out, but not exceeding sixteen (16) quarts, or two (2) Used Oil Filters.

5.8.3. Spillage. CONTRACTOR shall carry oil absorbent material on all vehicles used to Collect Used Oil and shall cleanup any Used Oil that spills during Collection, which has leaked from the Used Oil or Used Oil Filter Container after setout but prior to Collection, or which spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection vehicle.

5.8.4. Used Oil and Used Oil Filter Containers. Upon receipt of a verbal request of County or a Customer, CONTRACTOR shall provide the SFD Customer at their residence with Used Oil Containers and Used Oil Filter Containers in the number requested by COUNTY or the Customer but not exceeding a number sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters. CONTRACTOR shall deliver said Containers no later than the Customer's next regularly scheduled Collection day.

5.8.4.1. At the time CONTRACTOR Collects Used Oil from a SFD Customer, CONTRACTOR shall leave at the premises one (1) Used Oil Container for each Used Oil Container Collected and one (1) Used Oil Filter Container for each Used Oil Filter Container Collected. CONTRACTOR shall keep the outside of all Used Oil and Used Oil Filter Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re- use.

5.9. Intermittent Occupancy. Within one (1) week of a SFD Customer's request, CONTRACTOR will stop or start Collection at that Customer's residence which serves as the Customer's vacation or second home. The invoice for such intermittent service shall be pro-rated for the actual number of weeks CONTRACTOR provides Collection Service.

5.10. Battery Collection. CONTRACTOR shall, without charge or additional fees, collect used household batteries in a sealed plastic bag set out curbside by SFD Customers and placed on top of the Recyclables Container. CONTRACTOR shall provide SFD Customers instructions on how to properly dispose of batteries. CONTRACTOR shall use reasonable business efforts to properly recycle the Collected batteries.

6. **MFD Collection Services**.

6.1. Default Capacity. CONTRACTOR shall provide each MFD Customer with an amount and size of Solid Waste, Recyclables and Organic Waste Containers such that all Solid Waste, Recyclables and Organic Waste generated at such premises is adequately

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separated and contained. The minimum total weekly capacity of Solid Waste Collection Services is equal to the number of Dwelling Units in the MFD multiplied by 35 gallons. The minimum total weekly capacity of Recyclables Collection Services is equal to the number of Dwelling Units in the MFD multiplied by 35 gallons. Customers shall have a capacity of Organic Waste Collection Services in order to comply with the requirements of Applicable Law. If a MFD Customer disagrees with CONTRACTOR's recommendation regarding the amount and size of Containers needed, or frequency of service, CONTRACTOR will refer the matter to the County and the County will make the final decision.

6.2. Conditions of Service. CONTRACTOR shall provide MFD Collection Service to all MFD Customers in the Service Area whose Solid Waste, Recyclables and Organic Waste are properly containerized, placed in the location agreed to by CONTRACTOR and Customer, and is safely and efficiently accessible to CONTRACTOR'S Collection crew and vehicle.

6.3. Size and Frequency of Service. Each service shall be provided on a schedule agreed by CONTRACTOR and the MFD Customer, but at least weekly. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.9 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received one (1) time per week. The size of the Container (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size shall be sufficient to provide that no Solid Waste, Recyclables, or Organic Waste need be placed outside the Container on a regular basis.

6.4. Non-Collection. Except as set forth in Section 6.6, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Organic Waste from a MFD Customer that is not placed in a Container as appropriate or in a manner that is in excess of the Container capacity. In the event of non-collection, CONTRACTOR shall notify the Customer to discuss the reason for the non-collection. CONTRACTOR shall maintain a record of such notification during the term of this Agreement.

6.5. Additional Capacity. In the event a Customer requests Solid Waste, Recyclables or Organic Waste capacity in excess of that currently provided, CONTRACTOR shall be compensated for the provision of those additional Containers in accordance with the Rate Schedule set forth in Exhibit 1.

6.6. On-Call Collection Service. This service is available on one day for each full or partial Calendar Year, at no charge, to each MFD Customer property (not for each Dwelling Unit). CONTRACTOR shall be compensated for providing On-Call Collection Service more than one (1) time in any full or partial Calendar Year in accordance with the "additional on-call service rate" as set forth in Exhibit 1. This service will be governed by the following terms and conditions:

6.6.1. General Conditions of Service. CONTRACTOR shall provide On-Call Collection Service to all MFD Customers in the Service Area whose material has been placed within at a location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

6.6.2. Bulky Items. Bulky Items shall be placed loose at the set-out location and shall be limited to the Collection of two (2) Bulky Items per Dwelling Unit in the MFD.

6.6.3. Other Items. Universal Waste (except fluorescent tubes), E-Waste and CED's

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shall be placed in bags, boxes or containers (each will be considered a Bulky Item).

6.6.4. Excess On-Call Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the "excess on-call collection capacity" service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

6.6.5. Scheduling On-Call Collection Service. CONTRACTOR, when requested by the authorized representative of the MFD Customer, shall provide the MFD with On- Call Collection Service on the Customer's next regular Collection day or as agreed to between CONTRACTOR and Customer.

6.6.6. Non-Collection. In the event of non-collection, CONTRACTOR shall notify the Customer explaining why Collection was not made and how the item may be properly disposed of. CONTRACTOR shall not be required to Collect the following items as part of On-Call Collection Service:

6.6.6.1. Any single item that cannot be handled by two (2) people using a dolly (except for the purposes of this Section a box springs and mattress will not be considered as a single item);

6.6.6.2. Hazardous Waste, including anti-freeze;

6.6.6.3. Unacceptable Waste;

6.6.6.4. Concrete;

6.6.6.5. Dirt; or

6.6.6.6. Tires.

6.6.7. In the month of January, On-Call Collection Services shall be suspended in order for CONTRACTOR to collect Christmas trees.

6.7. Customer Education: At least once annually, CONTRACTOR will send education materials to each MFD Customer. CONTRACTOR shall visit each MFD Customer upon request of the County or Customer, and where CONTRACTOR identifies a need based on the MFD Customer's compliance with Applicable Law.

7. **Commercial Collection Services**.

7.1. Default Capacity. CONTRACTOR shall provide each Commercial Customer with an amount and size of Solid Waste, Recyclables and Organic Waste Containers such that all Solid Waste, Recyclables and Organic Waste generated at such premises is adequately separated and contained. If a Commercial Customer disagrees with CONTRACTOR's recommendation regarding the amount and size of Containers needed, or frequency of service, CONTRACTOR will refer the matter the County and the County will make the final decision.

7.2. Conditions of Service. CONTRACTOR shall provide Commercial Collection Service to all Commercial Customers in the Service Area whose Solid Waste, Recyclables and Organic Waste are properly containerized, placed in the location agreed to by CONTRACTOR and Customer, and is safely and efficiently accessible to CONTRACTOR'S Collection crew and vehicle.

7.3. Size and Frequency of Service. Each service shall be provided on a schedule agreed by CONTRACTOR and the Commercial Customer, but at least weekly. However, in those

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instances where the scheduled Collection day falls on a holiday as set forth in Section 3.9 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received one (1) time per week. The size of the Container (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size shall be sufficient to provide that no Solid Waste, Recyclables, or Organic Waste need be placed outside the Container on a regular basis.

7.4. Non-Collection. CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Organic Waste from a Commercial Customer that is not placed in a Container as appropriate or in a manner that is in excess of the Container capacity. In the event of non-collection, CONTRACTOR shall notify the Customer to discuss the reason for the non-collection. CONTRACTOR shall maintain a record of such notification during the term of this Agreement.

7.5. Additional Capacity. In the event a Customer requests Solid Waste, Recyclables or Organic Waste capacity in excess of that currently provided, CONTRACTOR shall be compensated for the provision of those additional Containers in accordance with the Rate Schedule set forth in Exhibit 1.

7.6. Customer Education: At least once annually, CONTRACTOR will send education materials to each Commercial Customer. CONTRACTOR shall visit each Commercial Customer upon request of the County or Customer, and where CONTRACTOR identifies a need based on the Commercial Customer's compliance with Applicable Law.

8. Roll-Off Collection Services and Temporary Collection Services.

8.1. Collection Services. Roll-Off Collection Services and Temporary Collection Services to be performed by CONTRACTOR shall include the following:

8.1.1. Upon a Customer's request, CONTRACTOR shall deliver or pick-up Bin(s) and Roll-Off Container(s) in the capacity and number agreed upon between CONTRACTOR and Customer within two (2) Work Days of any Person's request. CONTRACTOR will Collect all Solid Waste, Recyclables, Organic Waste and Construction and Demolition Debris discarded in said Bin(s) or Roll-off Container(s) at the frequency requested by Customer. CONTRACTOR shall be compensated for such services at the rates set forth in Exhibit 1.

8.1.2. Customers may keep Bins and Roll-Off Containers for five (5) Work Days, not counting the delivery and removal days. After five (5) Work Days, not counting the delivery and removal days, CONTRACTOR may charge the Customer a demurrage surcharge as set forth in Exhibit 1.

8.1.3. Provision, maintenance, and replacement of all Containers and receptacles required for the provision of all Temporary Collection Services; and

8.1.4. Transfer of Construction and Demolition Debris to the appropriate Construction and Demolition Debris Processing Facility designated under this Agreement for separation and processing.

8.1.5. Customers may not mechanically compact materials in CONTRACTOR-provided Roll-Off Containers or Bins, except by use of CONTRACTOR-provided compaction equipment.

8.2. Processing of Construction and Demolition Debris.

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8.2.1. All Construction and Demolition Debris Collected shall be visually inspected by CONTRACTOR to estimate if the load contains sixty-five (65) percent or more of divertible Construction and Demolition Debris. If so, the Construction and Demolition Debris shall be delivered to a Construction and Demolition Debris Processing Facility for the purpose of maximizing the rate of Diversion from the landfill.

8.3. Rates. The rates for Temporary Collection Services shall be as specified in the rate schedule set forth in Exhibit 1.

8.4. Records. CONTRACTOR will conduct proper record keeping ensure that the Construction and Demolition Debris materials are Diverted to the extent possible and the amount disposed and amount Diverted are properly recorded and reported.

9. **Other Services**.

9.1. Christmas Tree Collection. Except as set forth in Section 9.1.1, CONTRACTOR shall Collect Christmas trees from SFD Customers and MFD Customers within the Service Area during the first two weeks of each Calendar Year during the term of this Agreement at no additional charge to the Customer or to COUNTY. Christmas trees must be stripped of ornaments, garlands, tinsel, flocking and stands and shall be Collected at the curb or designated set out site. Regarding services to MFD Customers, the property manager will contact CONTRACTOR to schedule a Roll-Off Container, which will be delivered by CONTRACTOR and placed at a location agreed between CONTRACTOR and the property manager.

9.1.1. Contaminated Christmas Trees. Christmas trees that are not prepared as required above are not required to be Collected. In the event of non-collection CONTRACTOR shall notify the Customer explaining why Collection was not made and how the tree may be properly disposed of.

9.1.2. Diversion. CONTRACTOR shall Divert all Christmas trees that it Collects except for those that are contaminated.

9.2. Annual Roll-Off Collection Service Event for Employee Housing Sites. This event shall be provided one (1) time per full or partial Calendar Year at no additional charge to the Customer; this service is in addition to the Customer's normal Solid Waste, Recyclables and Organic Waste Collection Services. CONTRACTOR shall be compensated for providing additional Roll-Off Collection Service events more than one (1) time in any full or partial Calendar Year in accordance with the rates set forth in Exhibit 1. Annually, COUNTY will provide to CONTRACTOR a list of eligible Employee Housing Sites. This service will be governed by the following terms and conditions:

9.2.1. General Conditions of Service. CONTRACTOR shall provide Roll-Off Collection Service at a service level determined by CONTRACTOR, to Employee Housing sites identified annually by COUNTY in the Service Area, whose material has been placed in a CONTRACTOR provided Roll-Off Container in a location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

9.2.2. Excess Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

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9.2.3. Non-Collection. In the event of non-collection CONTRACTOR shall notify the Customer explaining why Collection was not made and how the material may be properly disposed of. CONTRACTOR shall not be required to Collect the following items as part of providing On-Call Collection Service to Employee Housing Customers:

9.2.3.1. Any single item that cannot be handled by two (2) people using a dolly

9.2.3.2. Universal Waste

9.2.3.3. Hazardous Waste, including anti-freeze;

9.2.3.4. Unacceptable Waste;

9.2.3.5. concrete;

9.2.3.6. dirt; or

9.2.3.7. tires.

9.2.4. Notice to Customers and Workers. If Roll-Off Collection Service is requested at least thirty (30) days prior to the Collection Day, CONTRACTOR and County will provide Employee Housing Customers with the following written information in English and Spanish:

9.2.4.1. (1) The specific date and approximate time, (2) educational materials encouraging Customers' workers to utilize the service (3) CONTRACTOR contact.

9.2.4.2. Such written material shall be provided to Customer in reasonable quantities as requested by Customer. CONTRACTOR shall not be responsible for the placement of the written materials at the Employee Housing site.

9.3. Participation in Central Coast Recycling Media Coalition (CCRMC). CONTRACTOR will regularly participate in activities of the CCRMC, including the following: attending meetings, helping develop media campaigns, contributing to subcommittee activities, and making an annual financial contribution of at least $8,400, adjusted by the CPI (as defined in Exhibit 2) at the same time as the service rates under Section 11.12.

9.4. COUNTY Clean-Up Services.

9.4.1. Each full or partial Calendar Year during the term of this Agreement CONTRACTOR shall, at no charge to COUNTY, provide for a maximum 1,000 cubic yards of COUNTY Clean-up Service capacity.

9.4.2. CONTRACTOR shall, in response to the written request of the Contract Administrator, deliver and collect Roll-Off Containers for use in COUNTY clean-up programs. The Contract Administrator shall notify CONTRACTOR in writing not less than five (5) Work Days prior to the date of the service. The notice to CONTRACTOR shall specify the date of delivery and Collection of the Roll-Off Containers, the location(s) for delivery, and the number of and size of the Roll-Off Containers to be delivered. CONTRACTOR shall transport and deliver the Collected materials to such facilities as are appropriate for the disposition of the Collected materials.

9.4.3. With the prior written consent of the Contract Administrator, CONTRACTOR may provide for the Collection of materials at a COUNTY Clean-up Service event in a

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vehicle or Container other than a Roll-Off Container. However, in the event CONTRACTOR elects to utilize this alternative Collection process, CONTRACTOR is responsible for obtaining documentation of the weight of the materials Collected, Diverted and Disposed (may be estimates) in a manner that is acceptable to COUNTY.

9.5. Large Venue Collection Service. CONTRACTOR shall provide for the Collection, transportation and processing or Disposal of Solid Waste and Recyclables at large venue type events each full or partial Calendar Year as requested by Customer. CONTRACTOR shall provide each large venue event Customer with such number of Solid Waste Bins or Roll-off Containers as requested and the appropriate volume of Recyclables Containers, and Organic Waste Containers, as applicable. For those events not included in Exhibit 11, CONTRACTOR shall be compensated for the provision of Containers at the service rates as set forth in Exhibit 1 to this Agreement. For those events included in Exhibit 11, CONTRACTOR shall not be compensated.

9.5.1. Prior to providing these services at an event, CONTRACTOR will, upon request, meet with the event promoter to determine the best way to maximize diversion at the event. At Customer's request, CONTRACTOR shall provide effective means to differentiate Solid Waste from Recyclables and Organic Waste Containers. The event promoter is responsible for ensuring proper source-separation of materials generated at the event and that materials are placed in the proper Container provided by the CONTRACTOR. In the event CONTRACTOR determines that material in the Recyclables or Organic Waste Containers is contaminated to the extent that it should not be disposed of as Recyclables or Organic Waste, the contaminated Recyclables or Organic Waste shall be treated as Solid Waste. CONTRACTOR shall use its best judgment to determine when the Bins are to be emptied, except that Bins shall be emptied prior to overflowing or when in the opinion of the Contract Administrator they are creating a public nuisance.

9.5.2. Additional Recyclables and Organic Waste Capacity. Upon request of a large venue Customer, CONTRACTOR shall provide additional Recyclables and Organic Waste capacity as requested. For those events not included in Exhibit 11, CONTRACTOR shall be compensated for the provision of those additional Bins or Roll-off Containers in accordance with the Rate Schedule set forth in Exhibit 1. For those events included in Exhibit 11, CONTRACTOR shall not be compensated for the provision of additional Recyclables and Organic Waste capacity.

9.5.3. Modifications to Exhibit 11. Exhibit 11 may be modified as set forth in Section 19.11.

9.6. Abandoned Waste.

9.6.1. Each week, Monterey County Public Works Staff will collect waste abandoned alongside unincorporated County roads and may deliver it to Madison Lane (1120 Madison Lane, Salinas) and/or Jolon Road Transfer Station (52654 Jolon Road, King City 93930) during normal operational hours at no cost to County. The tonnage and divertible material will be accounted for by the scale house upon entrance to the transfer station and reported to the COUNTY as part of the monthly report submitted on the 20th of each month.

9.6.2. The amount of total waste accepted from both above-referenced locations is limited to a disposal cost of $80,000.00 per year and shall be adjusted annually on

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January 1st by the CPI. COUNTY and CONTRACTOR staff will monitor the program to ensure disposal costs do not exceed the prescribed amount. Should the disposal costs reach the limit set, CONTRACTOR will bill Monterey County Public Works for the additional disposal costs.

9.7. Community Drop Off Events.

9.7.1. CONTRACTOR shall provide the COUNTY six (6), one-day "Community Drop- Off Events" per year, on days agreed upon by COUNTY and the CONTRACTOR. For each event, CONTRACTOR shall provide Roll-Off Containers for the collection of Solid Waste, Green Waste, and Bulky Items from SFD Customers. The CONTRACTOR will work with the COUNTY to coordinate the event day at least one month in advance, and will be responsible for advertising the event at least two weeks in advance. The event will be monitored by CONTRACTOR and each Container will be removed and dumped at the end of the event. All materials will be delivered to the designated disposal/processing facility.

9.8. Emergency Services. In the event of a "Declared Emergency," the Contract Administrator may grant CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, CONTRACTOR shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed.

9.8.1. Emergency Service Compensation. CONTRACTOR shall provide emergency services (i.e., special collections, transport, processing and disposal) at COUNTY'S request in the event of major accidents, disruptions, or natural calamities. CONTRACTOR shall be capable of providing emergency services within twenty- four (24) hours of notification by COUNTY or as soon thereafter as is reasonably practical in light of the circumstances. Emergency services which exceed the scope of work under this Agreement and which are not compensated as special services in accordance with Exhibit 1, or through reimbursement by the Federal Emergency Management Agency (FEMA) shall be compensated through extraordinary rate review procedures as set forth in this Agreement.

9.8.2. Emergency Service Backup Plan. Except for the occurrence of strikes, lockouts and other labor disturbances, which are governed by the provision of Section 29 of this Agreement, CONTRACTOR shall implement an emergency service backup plan agreed upon by CONTRACTOR and COUNTY, if for any reason CONTRACTOR fails, or is unable for a period of forty-eight (48) hours to Collect and/or at any time to transport Solid Waste or any portion thereof to an appropriate facility and the County Director of Health determines there is danger to the public health, safety, or welfare.

9.8.3. Reporting. CONTRACTOR will cooperate with COUNTY, the State of California and federal agencies in filing information related to a regional, state or federal declared state of emergency or disaster as to which CONTRACTOR has provided Collection Services under this Section.

9.9. Recycling Coordinator. CONTRACTOR shall provide one (1) full-time equivalent (FTE) recycling coordinator whose time shall be dedicated full time to COUNTY during the term of the Agreement and whose function during normal business hours of each Work Day shall be to provide services related to meeting the diversion requirements of the

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Agreement.

9.10. News Media Relations. CONTRACTOR shall notify the Contract Administrator by e-mail or phone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of CONTRACTOR'S receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, CONTRACTOR will discuss CONTRACTOR'S proposed response with the Contract Administrator.

9.10.1. Copies of draft news releases or proposed trade journal sections related to the provision of Collection Services under this Agreement shall be submitted to COUNTY for prior review and approval at least five (5) Work Days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit such materials to COUNTY simultaneously with CONTRACTOR'S submittal to such regulatory agency.

9.10.2. Copies of sections resulting from media interviews or news releases shall be provided to COUNTY within five (5) Work Days after publication.

9.11. Waste Generation and Characterization Studies. CONTRACTOR agrees to participate and cooperate with COUNTY and its agents in all Solid Waste generation and characterization studies conducted no more frequently than once each Agreement Year, at no cost to COUNTY, including modification of routes, separate Collection of an individual Customer's Solid Waste, and delivering targeted loads of Solid Waste to a location or locations designated by COUNTY.

9.12. Customer Satisfaction Surveys. The Contractor will distribute to Customers, at minimum once monthly at random, with an active email address on file, to participate in a digital survey. The survey focuses on core questions related to the customer's overall relationship with the CONTRACTOR, then expands into targeted questions regarding the customer's service experience with the CONTRACTOR. Upon request from the County, and in a format agreed upon by the County and CONTRACTOR, CONTRACTOR, at its expense, will send additional surveys relating to customer satisfaction and CONTRACTOR programs.

9.13. COUNTY Use of Contractor Materials. Reports, Customer education materials, and other information provided by CONTRACTOR to COUNTY under this Agreement may used by COUNTY at its discretion, subject to CONTRACTOR's intellectual property rights.

9.14. Recycled Materials.

9.14.1. Supplies. CONTRACTOR will use reasonable business effort to purchase office supplies and all paper products with post-consumer recycled content.

9.14.2. Paper. CONTRACTOR will use paper having not less than 30% recycled paper content and 10% post-consumer recycled paper content for all correspondence with Customers (including Customer subscriptions billing, newsletters and notices) and COUNTY.

9.14.3. Recycled Content Policies. CONTRACTOR will use reasonable business efforts to comply with any recycled content procurement policy that COUNTY may adopt.

10. **Billing and Performance Reviews**.

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10.1. Annual Performance and Billing Review. At COUNTY'S sole discretion, within thirty (30) days after written notification to CONTRACTOR, COUNTY may conduct an annual performance and billing review. The review will be performed by COUNTY or a qualified firm under contract with COUNTY. COUNTY shall have the final responsibility for the selection of the firm but shall seek and accept comments and recommendations from CONTRACTOR.

10.2. Purpose. The review shall be designed to meet the following objectives:

10.2.1. Verify that Customer billing rates have been properly calculated and they correspond to the level of service received by the Customer.

10.2.2. Verify that franchise fees, and other fees required under this Agreement have been properly calculated and paid to COUNTY.

10.2.3. Verify CONTRACTOR'S compliance with the reporting requirements and performance standards of the Agreement.

10.2.4. Verify the diversion percentages reported by CONTRACTOR.

10.3. Funding of the Performance and Billing Reviews. During the initial term of this Agreement as set forth in Section 2.1, CONTRACTOR shall be responsible for paying performance and billing reviews costs in the amount of **Seventy Thousand Dollars ($70,000.00),** adjusted by the CPI the same time as the Collection Service rates under Section 11.12. However, in the event that this Agreement is extended as provided in Section 2.1, CONTRACTOR shall be responsible for paying additional performance and billing reviews costs in the amount of **Seventy Thousand Dollars ($70,000.00)** adjusted by the CPI at the same time as the Collection Service under Section 11.12. Nothing in this Section shall prohibit COUNTY from conducting additional performance and billing reviews at COUNTY'S own expense.

10.4. CONTRACTOR'S Cooperation. CONTRACTOR shall cooperate fully with the review and provide all requested relevant data, including operational data, financial data and other data requested by COUNTY, within thirty (30) Work Days of receipt of the request. CONTRACTOR will be given additional time if reasonably necessary. Failure of CONTRACTOR to cooperate or provide the requested documents in the required time shall be considered an event of default.

11. **Billing and Payment**.

11.1. Generally. CONTRACTOR shall: (i) bill Customers for Collection Services; (ii) collect payment for those services; (iii) maintain billing and payment records; (iv) provide for the collection of delinquent payments and bad debts; (v) provide bad debt information to COUNTY so it may initiate special assessments; and (vi) remit franchise and diversion program and contract administration fees to COUNTY monthly in accordance with this Section. CONTRACTOR shall make arrangements to allow Customers to pay bills by cash, check, electronic check, money order and credit card either electronically, by mail, over the phone, or in person; provided however that CONTRACTOR is entitled to charge a convenience fee per transaction for payments submitted by Customers via credit card, debit card, and/or digital wallets (including payment services).

11.2. Invoices. SFD Collection Services shall be invoiced quarterly in advance of services provided or as otherwise scheduled by CONTRACTOR and approved by the COUNTY. Commercial and MFD Collection Services shall be billed monthly in advance of services

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provided or as otherwise scheduled by CONTRACTOR and approved by the COUNTY. Temporary Collection Services shall be billed in arrears of the provision of service although a deposit may be required in advance. Invoices shall be in format approved by COUNTY and shall not separately identify, list or itemize the Contractor service fee component, franchise fee component, the diversion programs and administration fee, or such other components as may be added by COUNTY during the term of this Agreement.

11.3. Delinquent Service Accounts. CONTRACTOR may consider a Customer account to be delinquent thirty (30) days from the date of an invoice. CONTRACTOR may charge a delinquent Customer a late fee which is the greater of $5.00 dollars, or 1.5% per month (not compounded). CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts. CONTRACTOR shall pursue collection efforts for at least sixty (60) days after accounts become delinquent before referring them to the County for special assessment. Such collection efforts may include sending late payment notices and telephone requests for payment.

11.3.1. In its monthly reports, CONTRACTOR will provide Contract Administrator with a list of those Customers whose accounts have become delinquent in the current month. In no event, shall CONTRACTOR cease provision of Collection Services to any SFD Customer due to non-payment. However, CONTRACTOR may reduce SFD Customers whose accounts have become delinquent to the default service level. CONTRACTOR may request authorization from COUNTY to reduce or stop service for MFD or Commercial Customers whose accounts have become delinquent. CONTRACTOR may stop service regarding delinquent Temporary Collection Services.

11.4. Special Assessment. In conformance with California Government Code § 25831, CONTRACTOR shall determine which Customers (SFD, MFD and Commercial) are at least sixty (60) days or more delinquent in payment of their bill. CONTRACTOR will mail four (4) notices to delinquent Customers and each affected property owner. Such notices shall be mailed on or about the second week of January, February, March and April. COUNTY shall have the right to review and revise the content and layout of the notice to property owners and Customers, and such revisions shall be incorporated by the CONTRACTOR prior to mailing. CONTRACTOR agrees that it will use the most current data of property owners compiled by the County Tax Assessor's Office when mailing such notices.

11.4.1. CONTRACTOR shall provide the COUNTY a list of the delinquent accounts that have not paid by the second business day in June in time for an annual administrative hearing on all delinquent accounts each year and later placement as a special assessment on the tax rolls. CONTRACTOR shall exercise reasonable efforts as described in this Section to achieve collection of the bill prior to passing it on to the COUNTY for placement on the tax rolls. COUNTY shall include delinquent accounts submitted by CONTRACTOR to COUNTY for special assessment on the next August tax rolls, provided CONTRACTOR has sent all Customer delinquency notices required under this Section. COUNTY shall reimburse Contractor for delinquent payments that are placed on the tax roll upon collection of those payments from the property owner and within ninety (90) days of receipt by the COUNTY. COUNTY special assessment payments to CONTRACTOR shall be considered "gross revenue" for purposes of calculating franchise fee payments.

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11.4.2. Regarding Roll-Off Collection Services and Temporary Collection Services, if the Customer is also the owner of the property at which CONTRACTOR services were provided, then delinquent accounts may be included for special assessment.

11.5. COUNTY information on invoices. At COUNTY direction, at least four (4) times each Agreement Year, CONTRACTOR will print textual information provided by COUNTY on Customer invoices.

11.6. COUNTY inserts. At COUNTY direction, up to four (4) times each Agreement Year, CONTRACTOR will enclose inserts provided by COUNTY or designed by CONTRACTOR and agreed upon with COUNTY with invoices that CONTRACTOR sends to Customers.

11.7. Partial Month Service. If, during a month, a Customer is added to or deleted from CONTRACTOR'S Service Area, CONTRACTOR'S billing shall be pro-rated based on the weekly service rate (the weekly service rate shall be the service rate established in Exhibit 1 divided by four (4), times the number of actual weeks in the month that service was provided to the Customer.

11.8. Low Income Discount. To qualify for the low income discount, SFD Customers must submit their power, water or telephone bills indicating that their Residential Dwelling qualifies for discounted rates from the power, water or telephone provider on the basis of financial need, such as commonly referred to "Life-line" services. CONTRACTOR may require SFD Customers to re-qualify each twelve (12) months. Upon request, CONTRACTOR will report to the Contract Administrator the names, addresses and service information of those customers that qualify for low income discount. CONTRACTOR shall invoice Customers qualifying for the low income discount at an amount equal to eighty-five (85) percent of the standard Collection Service rate as set forth in Exhibit 1.

11.9. Methods of Payment. CONTRACTOR shall provide the means for Customers to pay bills through the following methods: cash, checks, credit cards, internet payment service and/or automatic withdrawal from bank account. CONTRACTOR shall accept Customer payments at CONTRACTOR'S payment site.

11.9.1. Accounts that pay their invoices using credit cards, debit cards and digital wallets may be subject to a convenience fee ($1.99 per transaction for residential service; $9.99 per transaction for commercial service; fee amount subject to change.) The convenience fee amount will be disclosed to customers during the bill payment process and customers will have the opportunity to consent to the convenience fee, or to pay their invoices by direct electronic debit from a bank account (e.g., Automated Clearing House or ACH network in the U.S. / Pre-Authorized Debit or PAD in Canada).

11.10. Service Rate Components. Collection Service rates, fees and surcharges shall consist of some combination of the following elements: a Contractor service fee component, a franchise fee component, a diversion programs and contract administration fee component, and such other components as may be added by COUNTY during the term of this Agreement.

11.11. Full Compensation. The Contractor service fee component of the Collection service rates, fees and surcharges charged and collected by CONTRACTOR as provided for in this Section and as set forth in Exhibit 1 shall be the full, entire, and complete

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compensation due to CONTRACTOR pursuant to this Agreement for all costs necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

11.12. Adjustments to Service Rates, Surcharges and Fees. Beginning on January 1, 2026 and annually thereafter, subject to CONTRACTOR'S compliance with all provisions of this Section, each Collection Service rate, fee or surcharge as set forth in Exhibit 1 (the "Rates") to this Agreement shall be adjusted by the Refuse Rate Index as set forth in Section 11.13.1 below.

11.13. Refuse Rate Index (RRI) Adjustment. The RRI adjustment shall be the sum of the weighted percentage change in the annual average of each RRI index number between the base calendar year, which shall be the prior preceding 12 month period ending June 30 and the preceding 12 month period ending June 30 and the percentage change in the most recently approved Disposal tip fee charged to CONTRACTOR at the SVSWA Disposal Facility and/or the MRWMD Disposal Facility, as appropriate, and the prior tipping fee (from the most recently approved tip fee), at the time the RRI is submitted to the County. Therefore, the first rate adjustment will be based on the percentage changes between the Annual Average of the RRI indices for the 12 month period ending June 30, 2025 and the Annual Average of the RRI indices for the 12 month period ending June 30, 2024. The RRI shall be calculated using the RRI methodology included in Exhibit 2.

11.13.1. Annual Rate Adjustment.

11.13.1.1. On January 1, 2026, and annually thereafter, the service rates, fees and surcharges set forth in Exhibit 1 shall be adjusted by multiplying them by the RRI percentage adjustment.

11.13.1.2. However, in any year that the calculation of the RRI results in a negative number, there shall be no adjustment of those service rates, fees and surcharges.

11.13.1.3. In the subsequent year the negative RRI number from the prior year shall be added to the result of the subsequent years RRI calculation, and the result shall be the RRI percentage for that subsequent year, ("adjusted RRI percentage").

11.13.1.4. The subsequent year rate adjustment shall consist of multiplying the appropriate service rate, fee or surcharge by the adjusted RRI percentage.

11.13.1.5. Annual adjustments shall be made only in units of one cent ($0.01). Fractions of less than one cent ($0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

11.13.2. Financial Information. On or before August 1st of each year, during the term of this Agreement, CONTRACTOR shall deliver to COUNTY financial information for the specific services performed under this Agreement for the preceding full or partial Calendar Year. Such financial information shall be in the format as set forth in Exhibit 2, or as may be further revised by COUNTY from time to time. If CONTRACTOR fails to submit the financial information in the required format by August 1st, it is agreed that CONTRACTOR shall be deemed to have waived the annual rate adjustment for that year.

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11.13.3. If CONTRACTOR'S failure to submit the financial information required under Section 11.13 is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the Contract Administrator, COUNTY, at its sole discretion, may consider the request for the annual rate adjustment.

11.13.4. Within seven (7) days following the Board's approval of the rate adjustment, the Contract Administrator shall notify CONTRACTOR of the adjustment to the affected service rates to take place on the subsequent January 1st.

11.14. Retroactive Adjustments. In the event of a change in a governmental, quasi-governmental, franchise, regulatory fee, or tipping fee which becomes effective at some time other than January 1st of any year, CONTRACTOR shall be compensated for such increase through the inclusion of a "retroactive element" in the next rate adjustment. COUNTY and CONTRACTOR agree that the "retroactive element" shall be an amount needed to compensate CONTRACTOR for increases in fees paid during the period from the inception of the fee increase through the subsequent December 31st and shall not include interest, overhead, or any other costs of any type. The "retroactive element" shall only be included in the rate structure for twelve (12) months or that period necessary to allow CONTRACTOR to recover all retroactive amounts, if less than twelve (12) months, and shall be removed prior to calculating the rates to be set as of the subsequent January 1st.

11.15. Adjustments to Franchise Fee Component. The franchise fee component shall be adjusted as needed so that it always equals:

11.15.1. the Contractor service fee component

11.15.2. divided by

11.15.3. 1 minus the authorized franchise fee percentage

11.15.4. multiplied by

11.15.5. the authorized franchise fee percentage.

11.16. CONTRACTOR'S Payments to COUNTY. CONTRACTOR shall make payment to COUNTY of the diversion programs and administration fee, and the franchise fee, as set forth below, and such other fees as may be specified in this Section or as provided for in Section 11.17 below, and any other outstanding fees or obligations, together with a late fee equal to one and one half (1.5) percent per month (not compounded) of the amount of any payment obligations that are delinquent.

11.16.1. Franchise Fee. The franchise fee shall be a percentage of CONTRACTOR'S gross revenue collected each month under the terms of this Agreement. Except as set forth below, gross revenue shall specifically include revenue received by CONTRACTOR from any entity, including Federal, State, County or other local facilities within the Service Area for the provision of Collection Services by CONTRACTOR. Payment to COUNTY of the franchise fee shall be due on the twentieth (20th) day of the month following the month the franchise fees are collected. Each such franchise fee payment shall be accompanied by an accounting, which sets forth CONTRACTOR'S gross revenues collected, during the preceding month. Such accounting shall be in a form and manner that is acceptable

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to COUNTY. The franchise fee percentage shall be ten (10) percent during the term of this Agreement unless adjusted by COUNTY.

11.16.1.1. Revenues derived from Collection Services provided to Federal, State or County local agencies at the rates set forth under the terms of this Agreement shall be considered "gross revenues" for purposes of calculating franchise fees. Notwithstanding the foregoing, if the Federal, State or County local agency receives Collection and/or Disposal services outside the scope of this Collection Agreement, or otherwise invokes its legal rights to pay fees for services excluding any portion of franchise fees, then such revenues shall not be considered "gross revenues" hereunder for purpose of payment of franchise fees to COUNTY.

11.16.2. Diversion Programs and Administration Fee. For the period beginning January 1, 2025 through the term of this Agreement, the diversion programs and administration fee shall be $800,000 per Agreement Year (adjusted by the CPI index as set forth in Exhibit 2 RRI at the same time as the Collection Service rates as set forth in Section 11.13.1), payable to COUNTY on the twentieth (20^{th}) day of each month beginning January 2025 and monthly thereafter during the term of this Agreement in twelve (12) equal installments each Agreement Year. Diversion programs and administration fee payments shall not be based on gross revenues billed or collected.

11.16.3. Negotiation Fee. No later than thirty (30) calendar days of the execution of this Agreement by the Board, CONTRACTOR shall pay to COUNTY a one-time, lump sum payment in the amount of One Hundred Thousand Dollars ($100,000.00), in consideration of the right of negotiation granted by the COUNTY.

11.17. Other Fees. COUNTY may set such other fees as it deems necessary.

11.18. Acceptance of Payment. No acceptance by COUNTY of any payment shall be construed as an accord that the amount is in-fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim COUNTY may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recompilation by COUNTY. If, after the audit, such recompilation indicates an underpayment, CONTRACTOR shall pay to COUNTY the amount of the underpayment and shall reimburse COUNTY for all reasonable costs and expenses incurred in connection with the audit and recompilation within thirty (30) Work Days of receipt of written notice from COUNTY. If, after the audit, such recompilation indicates an overpayment, COUNTY shall notify CONTRACTOR in writing of the amount of the overpayment. CONTRACTOR may offset the amounts next due following receipt of notice of overpayment by the amount specified therein.

11.19. Billing Records. CONTRACTOR shall keep records, electronically or paper, of all billing documents and Customer account records, including but not limited to, invoices, receipts, and collection notices, each in chronological order, for a period of three (3) years after the date of receipt or issuance.

11.20. Extraordinary Rate Review.

11.20.1. In addition to the annual adjustment, the Rates shall, upon written request of CONTRACTOR, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to

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any one or more of the following causes: (a) Force Majeure event; (b) changes in Applicable Law that is effective after the Effective Date of this Agreement; (c) increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services; and (d) any other extraordinary circumstances or causes or reasons that are not within the reasonable control of CONTRACTOR.

11.20.2. If CONTRACTOR requests a Rate adjustment pursuant to this Section 11.20, it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The COUNTY may request documentation and data reasonably necessary to evaluate such request by CONTRACTOR, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the COUNTY shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by CONTRACTOR. The COUNTY shall approve all properly calculated Rate adjustments within ninety (90) days of CONTRACTOR's request, and the adjusted Rates shall be deemed to take effect as of the date of CONTRACTOR'srequest.

11.20.3. In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the COUNTY shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Customers by the date the same are effective.

11.21. Rates for Additional Services. If Customer requests Collection Services at a Container capacity and/or Collection frequency not provided in the rates adopted by the Board of Supervisors, following COUNTY Board approval of the Contractor Service Fee Component of that Rate, CONTRACTOR may charge Customer that Rate agreed upon with Customer. COUNTY and CONTRACTOR understand and agree that rates must be approved and established by the Board pursuant to County Code and that CONTRACTOR cannot charge Customer that Rate agreed upon with Customer until such time as said Rate is approved and established by the Board.

11.22. Change in Travel Costs. In the event a change in travel costs has been calculated as set forth in Section 19.9.4 of this Agreement, the calculated change shall be added to the RRI percentage if it is positive or subtracted from the RRI percentage if it is negative. The adjusted RRI percentage shall then be applied as set forth in Section 11.13.1.

12. **County Diversion Requirement**.

12.1. In the event that CalRecycle determines that the COUNTY has failed to meet the COUNTY's applicable annual Diversion goal(s), and such failure resulted from CONTRACTOR's breach of this Agreement, CONTRACTOR shall submit a plan to the COUNTY no later than two (2) months after the COUNTY provides notice of CalRecycle's determination of non-compliance which details additional steps and/or programs the CONTRACTOR may implement to assist the COUNTY with achieving its Diversion requirements, as well as the increased costs for which the CONTRACTOR would be reimbursed. The plan shall include:

12.1.1. A summary of additional Diversion improvement activities that the COUNTY can implement within its current programs without additional cost to the Customers(i.e.,

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changes to public outreach messages, COUNTY Code changes, improved enforcement);

12.1.2. A summary of new or enhanced infrastructure or other Diversion improving activities or programs that could achieve the goal but would potentially require an increase to the Rates, and estimated Rate impacts to Customers for each option; and

12.1.3. CONTRACTOR and COUNTY shall meet to discuss the plan and the COUNTY shall decide the most appropriate option to implement to increase Customer Diversion levels.

13. **Collection Routes**.

13.1. Street Sweeping. CONTRACTOR will work with COUNTY staff and use good faith efforts to establish routes that allow for Collection on the day immediately preceding any street sweeping schedules in effect on the effective date of this Agreement.

13.2. Subsequent Collection Route Changes. CONTRACTOR shall submit to COUNTY, in writing, any proposed route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of implementation. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by COUNTY. CONTRACTOR shall not implement any route changes without the prior approval of the Contract Administrator. If the route change will change the Collection day for a Customer, CONTRACTOR shall notify those Customers in writing of route changes not less than thirty (30) calendar days before the proposed date of implementation.

13.3. CONTRACTOR Audit of Routes. In addition to any other auditing requirements under this Agreement, CONTRACTOR shall perform a comprehensive audit of all Customer Routes every full or partial three (3) Calendar Years. The purpose of this audit is to ensure that each Customer is receiving the service for which the Customer is being billed. Any information requested by COUNTY regarding testing protocols, audit results, and recommendations will be made available within thirty (30) days of the request by COUNTY.

14. **Collection Equipment**.

14.1. General Provisions. All equipment used by CONTRACTOR in the performance of services under this Agreement shall be of a high quality. The vehicles shall be designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent Collected materials from leaking, blowing or falling from the vehicles. The bodies of any vehicle, or any Container, used in Collection or transportation of Solid Waste must have watertight beds of metal or impervious material that can be cleaned as required by Section 10.41.070 of the County Code. CONTRACTOR shall not use any Collection vehicle that has more than 250,000 miles unless such vehicle is a Rebuilt Vehicle.

14.2. Clean Air Vehicles. During the term of this Agreement, to the extent required by law, CONTRACTOR shall ensure that its Collection vehicles are in full compliance with local, State and federal clean air requirements that were adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed to be contained in CCR Title 13, Section 2020 et seq; the Federal EPA's Highway Diesel Fuel Sulfur regulations and any other applicable air

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pollution control laws. Changes in regulations adopted or enacted after the effective date of this Agreement shall be subject to Section 19.1 of this Agreement.

14.2.1. Contractor's obligations and/or scope of services under this Agreement exclude any existing requirements regarding the future conversion of fleets, or any part thereof, to Zero-emissions (ZEV) or Near-zero-emissions (NZEV) vehicle(s) or the future acquisition, hiring or use of ZEVs or NZEVs under Applicable Law, including without limitation Sections 2015 et seq. of Title 13 of the California Code of Regulations. Should such existing Applicable Law apply to any Contractor's vehicles used in the provision of services under this Agreement during the Term, then the COUNTY and Contractor agree to meet and confer in good faith to amend this Agreement to incorporate provisions and obligations reasonably necessary to comply with such Applicable Law, and Contractor shall be entitled to a Rate adjustment in accordance with Section 11.20 for such change in Contractor's obligations and/or scope of services under this Agreement.

14.3. Bulky Items. Vehicles used for Collection of Bulky Items containing Freon or other gases shall not use compactor mechanisms or mechanical handling equipment that may release Freon or other gases from pressurized appliances.

14.4. Safety Markings. All Collection equipment used by CONTRACTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of COUNTY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

14.5. Vehicle Signage and Painting. Collection vehicles shall be painted and numbered and shall have CONTRACTOR'S name and the number of the vehicle painted in letters of contrasting color, at least six (6) inches high, on each side and the rear of each vehicle. CONTRACTOR shall repaint all vehicles (including vehicles striping if appropriate) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the Contract Administrator.

14.6. Bin and Container Signage, Painting, and Cleaning. All metal Bins and Containers of any service type furnished by CONTRACTOR shall be either painted or galvanized. All Bins and Containers shall display CONTRACTOR'S name, CONTRACTOR'S toll-free customer service telephone number, and the number of the Bin and shall be kept free of graffiti and in a clean and sanitary condition. Bins and Roll-Off Containers provided by CONTRACTOR shall be cleaned by CONTRACTOR as frequently as necessary to maintain them in a sanitary condition. Upon receipt of notification by CONTRACTOR of graffiti on a Bin or Container, CONTRACTOR shall clean or replace such Bin or Container within five (5) Work Days. Bins and Containers will be subject to periodic, unscheduled inspections by COUNTY and determination as to sanitary condition shall be made by COUNTY.

14.7. Cart Signage, Painting, and Cleaning. All Carts shall display CONTRACTOR'S name, CONTRACTOR'S toll-free customer service telephone number, and other information required by SB 1383.

14.8. Collection Vehicle Noise Level. The noise level generated by vehicles using compaction mechanisms during the stationary compaction process will not exceed eighty (80) decibels at a distance of twenty-five (25) feet from the vehicle measured at an elevation of five (5) feet above ground level using the "A" scale of a standard sound level meter at

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slow response, or applicable law, whichever is more stringent. All Collection vehicles shall be tested prior to providing Collection Services and thereafter upon notification by COUNTY of a noise complaint.

14.9. Vehicle Registration, Licensing and Inspection. CONTRACTOR shall maintain documentation to verify that each of CONTRACTOR'S Collection vehicles are in compliance with all registration, licensing and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other applicable laws or regulations, including a permit issued by County Department of Health, Environmental Health Division. Upon written request by the Contract Administrator, copies of such documentation shall be provided to COUNTY within five (5) Work Days of the request. CONTRACTOR shall not use any vehicle to perform Collection Services that is not in compliance with applicable registration, licensing and inspection requirements.

14.10. Equipment Maintenance. CONTRACTOR shall maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment shall operate properly and be maintained in a condition satisfactory to COUNTY. CONTRACTOR shall wash all Collection vehicles at least once a week. All washings shall be conducted in a manner that conforms to the BMP Guidelines for Non- Point Source Pollutants in the publication entitled Storm Water Best Management Practices Handbook for Industrial Commercial and shall comply with other regulations set forth by the jurisdiction in which the Collection vehicle is washed.

14.10.1. Maintenance Log. CONTRACTOR shall maintain a maintenance log for all Collection vehicles. The log shall at all times be accessible to COUNTY by physical inspection upon request of Contract Administrator, and shall show, at a minimum, each vehicle's CONTRACTOR assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

14.11. Equipment Inventory. On or before January 1, 2025, CONTRACTOR shall provide to COUNTY an inventory of Collection vehicles and major equipment used by CONTRACTOR for Collection or transportation and performance of services under this Agreement. The inventory shall indicate each Collection vehicle used by CONTRACTOR, assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the date of noise testing, the decibel rating, the maintenance status, and proof of compliance with Section 14.2. CONTRACTOR shall submit a written updated inventory upon request by the ContractAdministrator.

14.12. Reserve Equipment. CONTRACTOR shall have available to it, at all times, a reasonable number of reserve Collection equipment which can, to the extent needed to complete the Collection route, be dispatched within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by CONTRACTOR to perform the contractual duties.

14.13. Covering of Loads. All loads not in covered body trucks shall be tarped or restrained to prevent spilling.

14.14. Weight Restrictions. CONTRACTOR shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight

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restrictions on vehicles. CONTRACTOR acknowledges that COUNTY may document compliance with this provision of the Agreement through review of scale tickets and records of the Disposal and processing facilities.

15. **CONTRACTOR'S Personnel**.

15.1. Personnel Requirements. CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. CONTRACTOR shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

15.2. Transfer of Personnel. COUNTY may request the transfer of any employee of CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of their duties.

15.3. Identification Badge. CONTRACTOR shall require its drivers, and all other employees who come into contact with the public, to wear a uniform or an identification badge clearly identifying the employee as an employee of CONTRACTOR. Employees shall also have embroidered on the uniform or prominently displayed on the badge, their name for identification by the Customer.

15.4. Valid License. Each driver of a Collection vehicle shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

15.5. Applicable Laws. Each driver of a Collection vehicle shall at all times comply with all applicable state and federal laws, regulations and requirements.

15.6. Representation. CONTRACTOR’S employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of COUNTY.

15.7. Safety Training. CONTRACTOR shall provide suitable operational and safety training for all of its personnel, including those who drive vehicles or operate other Collection equipment. Training will include live, on-the-job-training by supervisors. CONTRACTOR will train its drivers to identify Unacceptable Waste and comply with the Waste Screening Protocol set forth below.

15.8. Waste Screening Protocol. For all drivers, route supervisors, and any other employee that is reasonably likely to encounter Hazardous Waste, CONTRACTOR will develop and implement a Waste Screening Protocol in compliance with applicable law and including the following provisions:

15.8.1. Awareness Level training meeting the requirements of 29 CFR 1910.120(q)(6)(i), including hazard evaluation methods, emergency preparedness, and emergency response plan implementation techniques with the intent that they learn who, what and how to report on the incident;

15.8.2. Means of driver inspection, such as visual inspection during tipping of Containers into vehicles;

15.8.3. Immediate driver response, such as load segregation and notification procedures, including notifying the Customer;

15.8.4. Driver notification, such as calling CONTRACTOR’S dispatcher or route supervisor;

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15.8.5. Customer notification, including description of proper means to dispose of Unacceptable Waste, by phone call and/or written material;

15.8.6. Notification of appropriate local agency or department (with contact phone number);

15.8.7. Appropriate action, such as segregation and containerization for manifesting and transport for Disposal as required by applicable law or securing services of permitted handling and transport company; and

15.8.8. Form, content and placement of labels on Containers that prohibit discard of Unacceptable Waste.

16. **Public Education Programs**.

16.1. Public Education and Outreach. CONTRACTOR, at its own expense, shall prepare, submit to COUNTY, and implement an annual (Calendar Year) Public Education and Outreach Program. The initial proposed action plan must be submitted for COUNTY approval on or before December 1, 2024 and annually thereafter no later than December 1 for the next Calendar Year.

16.1.1. Annual Public Education and Outreach Budget. The public education and outreach budget for January 1 through December 31 shall be $75,000 (the "Annual Pub Ed Budget"). CONTRACTOR will not be required to spend more than the Annual Pub Ed Budget during any Calendar Year on matters contemplated by this Section 16 or elsewhere in the Agreement regarding public education and outreach. If CONTRACTOR does not spend the full Annual Pub Ed Budget in a particular Calendar Year, the difference shall be applied to the following year's Annual Pub Ed Budget. The Annual Pub Ed Budget will be adjusted each January 1 by the year over year change in average CPI-U.

16.1.2. School Education and Outreach. CONTRACTOR will provide diversion education and outreach services to all schools in the Service Area which subscribe to some or all or the Collection Services offered by CONTRACTOR. Such services may include classroom presentations, distribution of diversion and recycling materials, classroom curriculum, and provision of technical assistance to establish school facility recycling programs.

16.2. Annual Collection Service Notice. Each Calendar Year during the term of this Agreement, CONTRACTOR shall provide information to all SFD, MFD and Commercial Customers regarding Collection Service programs. To the extent appropriate, based on the category of Customers receiving the notice, said information shall contain at a minimum, definitions of the materials to be Collected, procedures for setting out the materials, the availability of on-call Collection of Bulky Items, Universal Waste, and E-Waste. The information shall be provided in English and Spanish.

16.3. Additional Programs and Services. CONTRACTOR shall provide additional services and programs as requested by COUNTY pursuant to Section 19 of this Agreement. In the event CONTRACTOR and COUNTY cannot reach an agreement for the requested service or program, COUNTY shall have the right to procure the service of other vendors or contractors to provide the requested service, provided such services provided by other vendors or contractors do not include Solid Waste, Recyclables, Organic Waste or other materials that CONTRACTOR has the exclusive right to collect under this Agreement.

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17. **CONTRACTOR'S Facilities**.

17.1. CONTRACTOR Facilities.

17.1.1. Administrative Offices and Operation & Maintenance Yard. CONTRACTOR'S administrative offices and its operation and maintenance yard, to include the vehicle parking area (the "Local Office"), must be located within thirty-five (35) miles of the County Department of Health, Environmental Health Division primary office in Salinas, California, at the address referenced in Section 31.5 of this Agreement. CONTRACTOR'S Local Office shall provide a toll free telephone access to residents of COUNTY, shall be staffed by trained and experienced Customer Service Representatives (CSR's), and shall be located where Customers can pay bills for service in person. Such office shall have responsible persons in charge during Collection hours and shall be open during normal business hours, 8:00 a.m. to 5:00 p.m., Monday - Friday. During those times that the Local Office is closed, the CONTRACTOR shall provide self service options available at www.wm.com. Calls received after normal business hours shall be addressed the morning of the next Work Day.

17.2. Emergency Contact. Prior to January 1, 2025, CONTRACTOR shall provide the Contract Administrator with an emergency phone number where CONTRACTOR can be reached outside of the required office hours.

17.3. Multilingual; Relay Services. CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English and Spanish, as well as a relay service used by deaf and hard of hearing customers.

17.4. Customer Responsiveness.

17.4.1. Contractor shall maintain a toll-free phone line that can be called by Customers. Customers shall be able to reach a person on the toll-free phone line during normal working hours (M – F, 8 a.m. – 5:00 p.m.); such hours may be adjusted upon agreement of the parties. The primary customer service office will be located in the County.

17.4.2. Contractor bills, invoices and other business correspondence shall contain the Contractor's phone number.

17.4.3. Customers can contact Contractor through phone, email, online chat, WM App and website.

17.5. Customer Service Log. CONTRACTOR will utilize a Customer Service Log to maintain a record of all inquiries and complaints in a manner approved by COUNTY. The log shall include the information in a form and manner agreeable to COUNTY.

17.6. Bilingual Customer Correspondence. CONTRACTOR will print all letters, notices, bulletins, educational materials, and other correspondence with Customers in English and Spanish.

17.7. Website. CONTRACTOR shall develop and maintain a website describing services provided in the Service Area that is accessible by the public. The site shall be available to Customers and include answers to frequently asked questions, rates for all Collection Services, specifications for Recyclables and Organic Waste, Collection Service schedules, and other related topics. CONTRACTOR shall arrange for COUNTY'S website to include a link to CONTRACTOR'S website and CONTRACTOR'S website

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shall contain a link to COUNTY'S web site. CONTRACTOR'S website shall contain all public education and outreach materials and correspondence distributed to Customers during the Calendar Year. CONTRACTOR'S website shall provide the public the ability to e-mail complaints to CONTRACTOR and to pay bills on-line.

18. **Service Inquiries and Complaints**.

18.1. CONTRACTOR'S Customer Service. All service inquiries and complaints shall be directed to CONTRACTOR. A representative of CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints will be handled by CONTRACTOR in a prompt and efficient manner. CONTRACTOR shall not refer or forward Customers to COUNTY for resolution of Complaints or answers to inquiries unless Customer insists, in which event CONTRACTOR will refer Customers to the Contract Administrator.

18.2. Response Requirements. For those complaints related to missed Collections that are received by 5:00 p.m. on a Work Day, CONTRACTOR shall have until the end of the following Work Day to resolve the complaint. For those complaints related to repair or replacement of Carts or Bins, the appropriate Articles of this Agreement shall apply.

18.3. Missed Collections. CONTRACTOR agrees that it is in the best interest of COUNTY that all Solid Waste, Recyclables, Green Waste, Bulky Items, U-Waste, E-Waste, CED's and Used Oil and Used Oil Filters be Collected on the scheduled Collection day. Accordingly, missed Collections will normally be Collected as set forth above regardless of the reason that the Collection was missed. However, in the event a Customer requests and receives missed Collection Services more than two (2) times each full or partial Calendar Year during the term of this Agreement, CONTRACTOR shall have the right to invoice the Customer for further missed Collection Services during the remainder of that Calendar Year at the rate set forth in Exhibit 1.

19. **Modifications to the Agreement**.

19.1. Agreement Modifications and Change in Law. COUNTY and CONTRACTOR understand and agree that the California legislature and the federal government have the authority to make comprehensive changes in solid waste management legislation and that these and other changes in state and federal law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. CONTRACTOR agrees that the terms and provisions of local ordinances or regulations, including the County Code and any Joint Powers Authorities Agreement (hereafter, "JPA Agreement") between COUNTY, Monterey Regional Waste Management District and the Salinas Valley Solid Waste Authority (hereafter, collectively referred to as "Joint Powers Authorities" or "JPA") as said JPA Agreement now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of CONTRACTOR located within the Service Area. In the event any future Change in Law, modifications to the JPA Agreement, or directed changes by COUNTY, materially alter the obligations of CONTRACTOR, then the affected compensation as established under this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. COUNTY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to Change in Law. When such modifications are made to this Agreement, COUNTY

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and CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of CONTRACTOR due to any modification in this Agreement pursuant to this Article. COUNTY and CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. Modifications to this Agreement shall be made pursuant to Article 19 of this Agreement.

19.2. COUNTY Requested Service and Program Changes. COUNTY may request CONTRACTOR to perform additional services (including new diversion programs, additional public education activities, etc.), eliminate programs, or modify the manner in which it performs existing services. Changes in the minimum diversion requirement set forth in Article 12 of this Agreement, pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of Collection vehicles, and/or new requirements for Customers are included among the kinds of changes which COUNTY may request. Any such modified services must be agreed upon by the parties in writing. Upon approval by the County Board, CONTRACTOR shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.

19.3. CONTRACTOR Proposed Changes. CONTRACTOR may propose program changes to COUNTY in the manner set forth in Section 19.4 below. Upon approval by the County Board, CONTRACTOR shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.

19.4. Service Proposal. Within thirty (30) calendar days of receipt of a request for a service change from COUNTY, or when initiating a voluntary or involuntary proposal to change current programs, CONTRACTOR shall submit a proposal to provide such service. At a minimum, the proposal shall contain a complete description of the following:

19.4.1. Program objectives and goals to be used in measuring the success of the program as discussed in Section 19.6 below;

19.4.2. Collection methodology to be employed (equipment, manpower, etc.);

19.4.3. Equipment to be utilized (vehicle number, types, capacity, age, etc.);

19.4.4. Labor requirements (number of employees by classification);

19.4.5. Type of Carts or Bins to be utilized;

19.4.6. Provision for program publicity, education, and marketing; and

19.4.7. Five (5) year projection of the financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

19.5. Other Contractors. CONTRACTOR acknowledges and agrees that COUNTY may permit other contractors or companies besides CONTRACTOR to provide additional services not otherwise contemplated by this Agreement if CONTRACTOR and COUNTY cannot agree on terms and conditions, including compensation adjustments, of such services in one hundred twenty (120) calendar days from the date when COUNTY first requests a

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proposal from CONTRACTOR to perform such services. This section does not apply to materials that CONTRACTOR has the exclusive right to collect under this Agreement.

19.6. Monitoring and Evaluation. At COUNTY'S request, CONTRACTOR shall meet with COUNTY to describe the progress of each new program and other service issues. At each meeting, COUNTY and CONTRACTOR shall have the opportunity to discuss revisions to the program. CONTRACTOR shall document the results of the new programs on a monthly basis, including at a minimum the tonnage diverted by material type, the end use or processor of the diverted materials and the cost per ton for transporting and processing each type of material and other such information requested by CONTRACTOR and/or COUNTY necessary to evaluate the performance of each program.

19.7. Termination for Cause. COUNTY shall have the right to terminate a program or assign the program to a third party (provided it does not include services or materials for which CONTRACTOR has exclusive rights under this Agreement) for cause at no cost to COUNTY or COUNTY'S ratepayers if CONTRACTOR is not achieving the program's agreed to and defined goals and objectives. Prior to such termination or assignment, COUNTY shall meet and confer with CONTRACTOR for a period of up to ninety (90) calendar days to resolve COUNTY'S concerns. Thereafter, COUNTY may terminate the program or utilize a third party to perform these services if COUNTY reasonably believes CONTRACTOR cannot meet or is not meeting the agreed to and defined project goals and objectives. Notwithstanding these changes, CONTRACTOR shall continue the program during the ninety (90) day period and, in the event COUNTY elects to utilize a third party to continue the program, thereafter until the third party takes over the program.

19.8. Termination without Cause. COUNTY shall also have the right to terminate a program without cause. As a condition of the termination, COUNTY shall reimburse CONTRACTOR for all costs incurred for implementation and performance of the program that were identified in the program proposal prepared and submitted by CONTRACTOR and agreed to by COUNTY which have not been funded or otherwise recovered through program compensation at the time the program is terminated.

19.9. COUNTY Directed Changes in Facilities. If COUNTY requires that CONTRACTOR change Disposal or processing facilities, the Contractor Service Fee Component will be adjusted for any increase or decrease in CONTRACTOR'S direct costs, including transportation between the old and new facility, as follows:

19.9.1. With respect to changes in the facilities in the boundaries of the SVSWA, the increase or decrease in transportation is measured by the shortest route between the COUNTY Department of Health, Environmental Health Division, located at 1270 Natividad Road, Salinas to the new facility that is legally traversable by Collection vehicles carrying their usual load of the appropriate material, although CONTRACTOR may choose a longer route for reason of time, traffic or other convenience without additional compensation. Distances from 1270 Natividad Road, Salinas are as follows:

19.9.1.1. to Johnson Canyon Landfill, approximately 24.6 miles;

19.9.1.2. to Madison Lane transfer station, approximately 3.4 miles;

19.9.1.3. to Jolon transfer station, approximately 49.45 miles;

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19.9.1.4. to ReGen Monterey, approximately 14.4 miles;

19.9.1.5. to Johnson Canyon Landfill Green Waste Processing Facility approximately 24.6miles; and

19.9.1.6. to Johnson Canyon Landfill Construction and Demolition Debris Processing Facility, approximately 24.6 miles.

19.9.2. With respect to changes in the facilities in the boundaries of the MRWMD, the increase or decrease in transportation is measured by the shortest route between the County Health Department located at 1200 Aguajito Road, Monterey to the new facility that is legally traversable by Collection vehicles carrying their usual load of the appropriate material, although CONTRACTOR may choose a longer route for reason of time, traffic or other convenience without additional compensation. The distances from the County Health Department located at 1200 Aguajito Road are as follows:

19.9.2.1. to Monterey Peninsula landfill, approximately 8.4 miles;

19.9.2.2. to ReGen Monterey, approximately 8.4 miles;

19.9.2.3. to Monterey Peninsula Green Waste Processing Facility, approximately 8.4 miles; and

19.9.2.4. to Monterey Peninsula Construction and Demolition Debris Processing Facility, approximately 8.4 miles.

19.9.3. CONTRACTOR will submit documentation to the satisfaction of COUNTY demonstrating the number of Collection vehicles from identified routes, with dated weight tickets, establishing the increase or decrease in mileage for a one (1) month period.

19.9.4. The total increase or decrease in miles will be multiplied by the Collection vehicle travel cost per mile as set forth in Exhibit 1 to this Agreement to calculate the change in cost for one (1) month and annualized to calculate the change in cost for one (1) year. The one (1) year change in cost will then be divided by the gross revenue for the last complete twelve (12) month period to calculate the percentage change in travel costs. The percentage change shall be truncated at the second decimal point and shall be added to or subtracted from, as appropriate, in the next RRI calculation as set forth in Section 11.13.

19.10. Modification to Exhibit 10, COUNTY Facilities. In the event COUNTY requests a modification to Exhibit 10 to this Agreement due to an addition or deletion to the COUNTY Facilities, or a change in the container size or frequency of Collection as set forth in Exhibit 10, COUNTY shall notify CONTRACTOR of the change in writing at least thirty (30) days prior to the date of such change. The written notification shall include a revised Exhibit 10 for the review of CONTRACTOR. CONTRACTOR shall respond to the request for modification of Exhibit 10 by signing the revised Exhibit 10 and returning it to the COUNTY or requesting that a meeting be held between CONTRACTOR and COUNTY to discuss the requested modification. In the event COUNTY and CONTRACTOR are unable to agree on the modification, Exhibit 10 shall remain unmodified and COUNTY shall have the right to secure the services from another contractor. For purposes of this Section a change of the address of a COUNTY Facility included in Exhibit 10 is not considered a modification of Exhibit 10.

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19.11. Modification to Exhibit 11, Large Venue Events. On or before October 1, 2025 and annually thereafter during the term of this Agreement, COUNTY shall provide CONTRACTOR with an amended Exhibit 11 showing the name, date and location of all large venue events for the upcoming Calendar Year. COUNTY shall have the right to unilaterally modify the specific events included on Exhibit 11 as long as the total number of "COUNTY sponsored" annual events does not exceed twelve (12) and as long as the estimated Collection capacity, in yards, of the added event does not exceed the median level of required Collection capacity, of four (4) yards of the events set forth on Exhibit 11 prior to the modification. In the event the COUNTY requests that CONTRACTOR provide Collection Services at large venue events in excess of the limitations set forth in this Section, CONTRACTOR shall provide such services at a price to be mutually agreed upon between CONTRACTOR and COUNTY. In the event CONTRACTOR and COUNTY cannot reach a mutually agreed price for the requested services CONTRACTOR shall provide such services in accordance with the rates set forth in Exhibit 1 to this Agreement.

20. **Recordkeeping, Inspections, and Reporting**.

20.1. Record Keeping.

20.1.1. Accounting Records. CONTRACTOR shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Customers for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Agreement.

20.2. Agreement Performance Records. CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

20.3. Reporting Requirements. Monthly and annual reports shall be prepared and submitted as set forth in Exhibit 7 in a form and manner acceptable to COUNTY. This list of requested information may be amended during the term of this Agreement at the discretion of the Contract Administrator.

20.3.1. Upon notification by the Contract Administrator that information reported by CONTRACTOR is incorrect, CONTRACTOR shall provide corrected information in the original format within three (3) Work Days unless a longer time is agreed to by COUNTY and CONTRACTOR.

20.4. Inspection. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Contract Administrator, COUNTY Counsel, COUNTY Auditor, or designee of any of these officers. Copies of such documents shall be provided to COUNTY for inspection at COUNTY offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR'S address indicated for receipt of notices in this Agreement.

20.5. Records Security. Where COUNTY has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of CONTRACTOR'S business, COUNTY may, by written request or demand of the

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Contract Administrator, require that custody of the records be given to COUNTY and that the records and documents be maintained at COUNTY offices. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

21. **Quality of Performance of CONTRACTOR**.

21.1. Intent. CONTRACTOR acknowledges and agrees that one of COUNTY'S primary goals in entering into this Agreement is to ensure that Collection Services are of the highest caliber, that Customer satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials Collected are put to the highest and best use to the extent feasible.

21.2. Service Supervisor. CONTRACTOR will provide the name of the service supervisor to be in charge of the Collection Services within the Service Area to COUNTY. At least thirty (30) calendar days prior to replacing the service supervisor, if possible, CONTRACTOR shall notify COUNTY in writing of the name and qualifications of the new service supervisor. CONTRACTOR shall insure that such replacement is qualified and experienced. The service supervisor's work place shall be physically located in the Service Area, at all times that CONTRACTOR is providing Collection Services. In addition the supervisor shall be available to the Contract Administrator through the use of telecommunication equipment, and be able to respond to voice messages within one (1) hour at all times that CONTRACTOR is providing Collection Services. In the event the service supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the service supervisor. The service supervisor shall provide COUNTY with an emergency phone number where the service supervisor can be reached outside of normal business hours.

21.3. Liquidated Damages. The parties further acknowledge that consistent and reliable Collection Services are of utmost importance to COUNTY and that COUNTY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in awarding the Agreement to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if CONTRACTOR fails to achieve the performance standards, or fails to submit required documents in a timely manner, COUNTY and COUNTY'S residents and businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages. Therefore, without prejudice to COUNTY'S right to treat such non-performance as an event of default under Article 24, the parties agree that the liquidated damages amount defined in this Article represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to COUNTY, customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

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COUNTY OF MONTEREY

DocuSigned by:
C7A30BA59CA8423...

Elsa Mendoza Jimenez,

Director of Health Services

USA WASTE OF CALIFORNIA, INC.

DocuSigned by:
2F270A619B004A9...

Alex Oseguera, President

CONTRACTOR agrees to pay (as liquidated damages and not as penalty) the following amounts:

LIQUIDATED DAMAGES		
Item		Amount
a.	Failure or neglect to resolve each complaint within the time set forth in this Agreement. (Section 18.2)	$100.00 per incident per Customer.
b.	Failure to comply with the hours of operation as required by this Agreement. (Section 3.4)	$100.00 per incident per day.
c.	Failure to properly return empty Carts or Bins to the point of Collection to avoid pedestrian or vehicular traffic impediments or to place Carts upright in excess of five (5) occurrences per quarter. (Section 3.5)	$150.00 per incident per day.
d.	Failure to deliver or exchange Carts, Bins, or other Containers within the time required. (Section 3.7)	$100.00 per incident per day.
e.	Failure to repair or replace damaged Carts, Bins, or other Containers within the time required. (Section 3.7.2 and 3.7.3)	$100.00 per incident per day.
f.	Failure to timely install locks on Bins. (Section 3.7.4)	$100.00 per incident per day.
g.	Commingling Solid Waste and Recyclables during Collection and/or transportation to the appropriate facility. (Section 3.14.1)	$1,000.00 per incident.
h.	Commingling of materials Collected inside and outside the Service Area during Collection and/or transportation to the facility, except as agreed by the parties. (Sections 3.14.2 & 3.14.3)	$1,000.00 per incident.
i.	Failure to timely clean up litter or spillage of material, or vehicle fluids caused by CONTRACTOR. (Section 3.15.3)	$300.00 per incident per location.
j.	Damage to public streets within the Service Area caused by CONTRACTOR. (Section 3.15.5)	Actual cost of repair to COUNTY'S satisfaction at no cost to COUNTY.
k.	Failure to repair damage to Customer property caused by CONTRACTOR or its personnel. (Section 3.18)	$500.00 per incident per location.

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l.	Disposal of Recyclables or Organic Waste in the Disposal Facility without first obtaining the required permission of COUNTY. (Section 4.14)	$1,000.00 per load.
m.	Failure to deliver any Collected materials to COUNTY approved Disposal Facility, Recyclables Processing Facility, C&D Facility or Organic Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement. (Sections 4.6 – 4.12)	$5,000.00 first failure. $25,000.00 eaach subsequent failure.
o.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day. (Various Sections)	$1,000.00 for each route not completed.
p.	Failure to replace Used Oil and Used Oil Filter Containers within three (3) Work Days of notification of need for replacement in excess of five (5) occurrences per quarter. (Various Sections)	$150.00 per incident per day.
q.	Changing routes without proper notification to COUNTY or Customers as appropriate. (Section 13.2)	$500.00 per incident per day.
r.	Failure to timely conduct Route Audits. (Section 13.3)	$150.00 per incident per day.
s.	Failure to display CONTRACTOR'S name and toll-free customer service phone number on Collection vehicles, Bins and other Containers. (Sections 14.5 - 14.7)	$100.00 per incident per day.
t.	Failure to maintain equipment, vehicles, Carts, Bins and other containers in a clean, safe, and sanitary manner including the removal of graffiti. (Article 14)	$100.00 per incident per day.
u.	Failure to properly cover materials in Collection vehicles. (Section 14.13)	$300.00 per incident.
v.	Failure to have CONTRACTOR personnel in proper uniform or with proper identification (Section 15.3)	$100.00 per incident per day.
w.	Failure to have a vehicle operator properly licensed. (Section 15.4)	$500.00 per incident per day.
x.	Failure to maintain office hours. (Section 17.1.1)	$100.00 per incident per day.
y.	Failure to provide a Spanish speaking Customer Service Representative. (Section 17.3)	$150.00 per incident per day.
z.	Failure to meet the Customer call requirements.	$150.00 per incident.

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	(Sections 17.4)	
aa.	Failure to provide documents and reports in a timely manner. (Article 23 and Exhibit 7)	$250.00 per incident per day.
bb.	Failure to provide accurate documents and reports. (Section 20.3 and Exhibit 7)	$250.00 per incident.
cc.	Failure to correct submittal of inaccurate data within three (3) Work Days (or such other agreed to time) of notification by COUNTY. (Article 20).	$500.00 per incident per day.
dd.	Failure to obtain any approval, consent or approval of COUNTY or to notify COUNTY when required. (Various Sections)	$250.00 per failure / per day.
ee.	Failure to cure non-compliance with the provisions of this Agreement in the manner and time set forth in this Agreement. (Various Sections)	$150.00 per incident per day.
ff.	Failure to provide HAZWOPER First Responder, Awareness Level training. (Section 15.7)	$1,000.00 per employee per incident.

21.4 Procedure for Assessing Liquidated Damages.

21.4.1 COUNTY may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints. During the first sixty (60) days of the term of this Agreement, COUNTY will allow CONTRACTOR up to five (5) Work Days to cure certain events related to the provision of Collection Services prior to assessing liquidated damages as set forth herein. However, no such consideration shall be given to events that include improper commingling of materials or failure to deliver materials to designated facilities. COUNTY must make a claim for liquidated damages within 60 days of the underlying event.

21.4.2 Prior to assessing liquidated damages, COUNTY shall give CONTRACTOR notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. CONTRACTOR may review (and make copies at its own expense) all information in the possession of COUNTY relating to incident(s)/non-performance. CONTRACTOR may, within ten (10) Work Days after receiving notice, request a meeting with COUNTY to present evidence regarding the accuracy of the facts related to the incident. If a meeting is requested, it shall be held by the Contract Administrator or his/her designee. CONTRACTOR may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The Contract Administrator or designee will provide CONTRACTOR with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the Contract Administrator or designee may be appealed to the COUNTY Board. The decision of the COUNTY Board shall be final and CONTRACTOR shall have been deemed to have exhausted its administrative remedies and can thereafter challenge the decision of

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the County Board in the Superior Court of the County of Monterey, State of California.

21.4.3 COUNTY may assess liquidated damages for each calendar day or event, as appropriate, CONTRACTOR is determined to be liable in accordance with this Agreement.

21.4.4 CONTRACTOR shall pay any liquidated damages assessed by COUNTY within ten (10) Work Day days after they are assessed. If they are not paid within the ten (10) day period, COUNTY may proceed against the letter of credit or performance bond required by the Agreement or terminate the franchise granted by this Agreement, or both.

22. **Compliance with Laws and Permits**.

22.1. Compliance with Law. CONTRACTOR shall comply, at its own expense, fully and faithfully with all local, state, and federal laws, ordinances, regulations and permit requirements, including the COUNTY Code as may be amended from time to time, applicable to its performance under this Agreement, or in any way related to CONTRACTOR'S performance of the services required under this Agreement.

22.2. Permits, Authorizations, and Licenses. CONTRACTOR shall obtain, and shall maintain throughout the term of this Agreement, at CONTRACTOR'S sole expense, all necessary permits, licenses, inspections, and approvals required for CONTRACTOR to perform all the work and services agreed to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall show proof of such permits, licenses, or approval and shall demonstrate compliance with the terms and conditions of such permits, license, or approvals upon request of COUNTY.

23. **Independent Contractor**.

23.1. In the performance of services pursuant to this Agreement, CONTRACTOR shall be an independent contractor and not an officer, agent, servant or employee of COUNTY. CONTRACTOR shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its officers, employees, agents, contractors or subcontractors shall obtain any right to retirement benefits, workers compensation benefits, or any other benefits which accrue to COUNTY employees. CONTRACTOR expressly waives any claim it may have or acquire to such benefits.

24. **Default of Agreement**.

24.1. Termination. COUNTY may cancel this Agreement, except as otherwise provided below in this Article, by giving CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in Section 31.5, upon the occurrence of any one of the following events:

24.1.1. Insolvency. CONTRACTOR takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a petition or answer seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or

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consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

24.1.2. Bankruptcy. By order or decree of a Court, CONTRACTOR is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of CONTRACTOR, seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall become null, void and of no effect, unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

24.1.3. Receivership. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of CONTRACTOR, and such possession or control continues in effect for a period of sixty (60) calendar days; or

24.1.4. Refusal to pay liquidated damages. CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the liquidated damages or other monies due COUNTY and said default is not cured within thirty (30) calendar days of receipt of written notice by COUNTY to do so; or

24.1.5. Final Judgment Unsatisfied. CONTRACTOR has defaulted by allowing any final judgment for the payment of money to COUNTY stand against it unsatisfied and said default is not cured within thirty (30) calendar days of entry of judgment or receipt of written notice by COUNTY to do so, whichever date occurs earlier; or

24.1.6. Failure to Perform. CONTRACTOR has failed or refused to perform or observe the terms, conditions or covenants in this Agreement, including satisfactory compliance with the requirements of the service levels prescribed herein, or any of the rules and regulations promulgated by COUNTY pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto and; said default is not cured within thirty (30) calendar days of receipt of written notice by COUNTY to do so; or, if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by CONTRACTOR of written demand from COUNTY to do so, CONTRACTOR fails to commence the remedy of such default within said thirty
(30) calendar days following such written notice or having so commenced, fails thereafter to diligently pursue a cure to the default.

24.2. Performance Bond or Letter of Credit. In the event that the monies due COUNTY under Section 24.1.4 above or an unsatisfied final judgment under Section 24.1.5 above is the subject of a judicial proceeding, COUNTY may, at its option call the performance bond or letter of credit, or hold CONTRACTOR in default of this Agreement. All bonds shall be in the form acceptable to the COUNTY Attorney; or

24.3. Burden of Proof. In any dispute concerning failure to remedy or diligence in pursuing a cure, CONTRACTOR shall have the burden of proof to demonstrate: (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time.

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24.4. Interim Collection Services. In the event CONTRACTOR fails, for reasons other than Force Majeure, to provide Collection Services for a period of three (3) consecutive Work Days, on the fourth (4th) Work Day, COUNTY may secure CONTRACTOR'S equipment, records and other property used or useful in providing Collection Services under this Agreement in order to provide interim Collection Services until such time as the matter is resolved and CONTRACTOR is again able to perform pursuant to this Agreement. If CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) calendar days all liability of COUNTY under this Agreement to CONTRACTOR shall cease and this Agreement may be deemed terminated by COUNTY, and COUNTY shall retain equipment, records and other property used in providing Collection Services on an interim basis until COUNTY has made other suitable arrangements for the provision of Collection Services, which may include award of this Agreement to another contractor.

24.5. Business Records. In the event that the Agreement is terminated, CONTRACTOR shall furnish COUNTY with immediate access to all of its business records related to its Customer and billing accounts for Collection Services.

24.6. Effective Date. In the event of any of the events specified above, and except as otherwise provided in this Article, termination shall be effective upon the date specified in COUNTY'S written notice to CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of COUNTY under this Agreement to CONTRACTOR shall cease, and COUNTY shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors for the Services specified in this Agreement. For failure to perform under the terms of this Agreement, CONTRACTOR shall reimburse COUNTY all direct and indirect costs of providing interim Collection Services.

24.7. Immediate Termination. COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond or letter of credit as required by this Agreement, CONTRACTOR fails to obtain or maintain insurance policies and/or endorsements as required by this Agreement, or CONTRACTOR fails to provide the proof of insurance as required by this Agreement.

24.8. Termination Cumulative. COUNTY'S right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

25. **Assignment**.

25.1. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by CONTRACTOR without the express written consent of COUNTY. COUNTY shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by CONTRACTOR. Any assignment of this Agreement made by CONTRACTOR without the express written consent of COUNTY shall be null and void and shall be grounds for COUNTY to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to CONTRACTOR. Upon the date of such notice, this Agreement shall be deemed immediately terminated. Upon such termination all liability of COUNTY under this Agreement to CONTRACTOR shall cease. COUNTY shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors, or any other person or company for the service which is the subject of this Agreement.

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In the event of any assignment approved by COUNTY, the assignee shall fully assume all the duties, responsibilities and liabilities of CONTRACTOR set forth in this Agreement.

25.2. The use of a subcontractor to perform services under this Agreement shall not constitute delegation of CONTRACTOR'S duties provided that CONTRACTOR has received prior written authorization from the Contract Administrator to subcontract such services and the Contract Administrator has approved a subcontractor who will perform such services. CONTRACTOR shall be responsible for directing the work of CONTRACTOR'S subcontractors and any compensation due or payable to CONTRACTOR'S subcontractor shall be the sole responsibility of CONTRACTOR. The Contract Administrator shall have the right to require the removal of any approved subcontractor for reasonable cause.

25.3. For purposes of this Article when used in reference to CONTRACTOR, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of at least fifty- one percent (51%) of CONTRACTOR'S assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of CONTRACTOR to a third party provided said sale, exchange or transfer results in a change of control of CONTRACTOR (with control being defined as ownership of more than fifty percent (50%) of CONTRACTOR'S voting securities); (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, subcontracting or lease-back payments, or other transaction which results in a change of control of CONTRACTOR; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of CONTRACTOR'S property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of control of CONTRACTOR.

25.4. CONTRACTOR acknowledges that this Agreement involves rendering a vital service to COUNTY'S residents and businesses, and that COUNTY has selected CONTRACTOR to perform the services specified herein based on (i) CONTRACTOR'S experience, skill and reputation for conducting its Solid Waste Collection Services in a safe, effective and responsible fashion, at all times in keeping with applicable environmental laws, regulations and best Solid Waste Collection Service practices, and (ii) CONTRACTOR'S financial resources to maintain the required equipment and to support its indemnity obligations to COUNTY under this Agreement. CONTRACTOR acknowledges that COUNTY has relied on each of these factors, among others, in choosing CONTRACTOR to perform the services to be rendered by CONTRACTOR under this Agreement.

26. **Indemnities, Insurance, Bonds**.

26.1. Insurance.

26.1.1. Coverage Requirements. Without limiting its Indemnities, CONTRACTOR will secure and maintain insurance coverage meeting the following requirements. CONTRACTOR may use a combination of primary and excess insurance coverage to satisfy these requirements. If CONTRACTOR fails to fully satisfy the Coverage

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Requirements set forth in this Article 26, CONTRACTOR agrees that it shall be liable for any loss, injury, damage, attorney's fees or defense costs, or expenses, that the COUNTY incurs that would have been insurable under the required coverages, if such coverages were obtained. CONTRACTOR further agrees that any failure of the COUNTY to verify the placement and continued existence of all insurance required under this Article 26, or the COUNTY'S knowledge that such requirements are not fully satisfied, shall not be considered a waiver of such requirements, or in any way alter CONTRACTOR'S obligations to provide such coverages, unless the Coverage Requirements have been amended in a writing properly executed by both the COUNTY and CONTRACTOR.

26.1.1.1. CONTRACTOR further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance required within Article 26 shall each include provisions, either by blanket endorsement(s), or by specific endorsement(s), satisfying the following requirements to be documented pursuant to Section 26.1.4.2:

26.1.1.1.1. "The County of Monterey, and its agents, officers, and employees" shall be an additional insured under an ISO CG 2010 form, or a functional equivalent;

26.1.1.1.2. all such insurance shall include a waiver of any subrogation rights of that insurer against "The County of Monterey, and its agents, officers, and employees"; and

26.1.1.1.3. all such insurance shall contain provisions that the insurance is primary and noncontributing with any other insurance or self-insurance programs maintained by the County of Monterey, and its agents, officers, and/or employees.

26.1.1.2. CONTRACTOR further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance required within this Section 26 shall each include provisions that make the CONTRACTOR responsible for the payment of any deductible or self-insured retention such that the County of Monterey and its agents, officers, and employees shall be entitled to a dollar-one defense and indemnity as additional insureds.

26.1.1.3. In addition, to the extent that any primary or excess liability policy issued to CONTRACTOR with limits of liability in excess of the minimum limits stated below provides coverage to an additional insured to the extent required by contract, this contract shall be construed to obligate CONTRACTOR to obtain additional insured protection for the COUNTY under that/those policy(ies).

26.1.1.4. General Liability Insurance written on ISO policy form CG 00 01 (occurrence) or its equivalent (and not CG 00 02 claims made) with limits of not less than the following:

General Aggregate:	$6 million
Products/Completion Operations Aggregate:	$6 million
Personal and Advertising Injury:	$5 million
Each Occurrence:	$5 million

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The general liability policy must provide coverage for liability assumed under an insured contract.

26.1.1.5. Pollution Legal Liability Coverage with a limit of not less than $10 million per occurrence, including any deductible or self-insured retention, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) that arise or are alleged to arise from pollution conditions related to CONTRACTOR'S performance of its obligations under this Agreement, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims. For the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The liability coverage for pollution must provide contractual liability coverage.

26.1.1.6. Automobile Liability Coverage

26.1.1.6.1. written on ISO policy forms CA 00 12 pr CA 00 20 (or their equivalent) with a limit of liability not less than $10 million for each accident, including any deductibles or self-insured retentions;

26.1.1.6.2. endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, unless such coverage is otherwise provided under the Pollution Legal Liability Coverage; and

26.1.1.6.3. covering all Vehicles (any auto).

If CONTRACTOR is subject to federal regulations, CONTRACTOR also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.

26.1.1.7. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits required by the California Labor Code or by any other state labor law, and for which CONTRACTOR is responsible, and Employers' Liability coverage with limits of not less than the following:

Each accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

If CONTRACTOR fails to secure and maintain any insurance required by this Agreement, at its sole option COUNTY may secure and maintain that insurance at its expense and CONTRACTOR will pay COUNTY the COUNTY'S reimbursement costs

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therefore. This remedy is in addition to COUNTY'S right to declare a Default and terminate the Agreement under Article 24.

26.1.2. Insurer Qualifications. CONTRACTOR will secure insurance provided by an insurer that is acceptable to the COUNTY, is an admitted company in California, has a size category of VII or larger by A.M. Best Company, Inc., and has a rating of A or better by A.M. Best Company, Inc. unless COUNTY provides written authorization to amend this requirement.

26.1.3. Insurance Coverage Requirements for Subcontractors. For each subcontractor performing Collection Services, CONTRACTOR shall be responsible for determining, and for providing evidence to the COUNTY upon its request, that either: 1) CONTRACTOR is maintaining insurance required by this Section protecting CONTRACTOR and COUNTY interests against liabilities caused by the acts, errors or omissions of the subcontractor, or 2) the subcontractor is maintaining that insurance itself.

26.1.4. Evidence of Coverage. CONTRACTOR will provide certificates of insurance and endorsements required within this agreement1) on or before the Agreement execution date, 2) Promptly upon renewal of policies, and 3) within ten (10) Work Days of COUNTY'S request.

26.1.4.1. Certificates of Insurance. CONTRACTOR will provide certificates containing at a minimum, the following information with respect to CONTRACTOR and any subcontractor:

26.1.4.1.1. Agreement name: explicitly identify this Agreement (for example, UNDER DESCRIPTION OF OPERATIONS), and if necessary to secure contractual liability coverage as an "insured contract" or otherwise, include a schedule or endorsement that specifically identifies this Agreement;

26.1.4.1.2. Types, policy numbers, policy effective / expiration dates and limits: explicitly reference each type and corresponding limit of coverage required under this Agreement, together with identification of each required ISO policy form or confirmation of its equivalency to ISO policy forms required under this Agreement (such as "auto liability ISO form CA 00 12"). Where the Agreement does not require a specific ISO policy form, the certificate of insurance must specifically reference the required type of coverage (such as "pollution liability" under TYPE OF INSURANCE – OTHER) together with a summary description of its coverage (such as "pollution conditions caused by transported cargo" under SPECIAL PROVISIONS);

26.1.4.1.3. Thirty (30) days' cancellation notice: contain the express condition that COUNTY must be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

26.1.4.1.4. Deductibles and self-insured retentions: Upon COUNTY request, CONTRACTOR will provide a letter of credit, certificate of deposit or other financial assurance acceptable to COUNTY guaranteeing payment of all retained losses and related costs and expenses related to

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investigations, claims administrations, and legal defense. The letter of credit or certificate of deposit must be provided by a bank satisfactory to COUNTY; and

26.1.4.1.5. Claims made: if any insurance coverage is written on a claims-made form (such as pollution liability), evidence that the "retro date" is before the Agreement execution date. CONTRACTOR must maintain that coverage for at least five (5) years after the termination date. Promptly upon COUNTY request, CONTRACTOR must provide COUNTY with evidence of that coverage. THIS PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT. CONTRACTOR shall continue to be responsible for having the COUNTY designated as an additional insured on all such policies.

26.1.4.2. Endorsements. CONTRACTOR must provide copies of the following endorsements or other documentation with respect to CONTRACTOR and any Subcontractor satisfactory to COUNTY; 1) additional insured endorsement to each liability policy, explicitly adding COUNTY and its "officers, agents, and employees" as additional insured; 2) waiver of subrogation; and 3) insurance is primary and not contributing with any other Insurance or self-insurance programs maintained by COUNTY and its officers and employees.

26.1.5. Notice of claims. If any Person makes a claim in connection with the performance of the work agreed upon in this contract against CONTRACTOR or any subcontractor exceeding the amount of any deductibles or self-insured retentions, CONTRACTOR will promptly notify COUNTY of the claim.

26.2. CONTRACTOR Indemnity, Defense and Release.

26.2.1. General. CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the CONTRACTOR'S performance of its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, except to the extent such claims, liabilities, or losses arise out of the negligence, willful misconduct or breach of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors. Notwithstanding anything to the contrary in the forgoing provision, the indemnity obligations of CONTRACTOR herein shall not in any way extend to indemnifying and/or defending the COUNTY for or against any claim, liability, damages, liens, penalties, or any costs or obligations whatsoever arising from, or related to, the COUNTY'S setting of rates or fees under this Agreement in connection with Proposition 218, Article XIIIC and Article XIIID of the California Constitution.

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26.2.2. Reimbursement of Enforcement Costs. If CONTRACTOR fails to pay any Indemnities and that failure results in any costs to COUNTY, within fifteen (15) days of COUNTY'S request, CONTRACTOR will pay COUNTY'S reimbursement costs for those costs.

26.2.3. Indemnity From Employee Dishonesty. If any payments received by CONTRACTOR from Customers are lost, embezzled, or are otherwise improperly diverted as a result of the dishonesty of any employee of CONTRACTOR, before CONTRACTOR delivers the required remittance to the COUNTY from such payments, then CONTRACTOR shall not be relieved of its responsibility to make such remittances to the COUNTY, and CONTRACTOR shall indemnify and make whole the COUNTY from any such losses.

27. **Performance Bond**.

27.1. Performance Bond. CONTRACTOR shall furnish, and keep current during the term of this Agreement, a performance bond to ensure performance of this Agreement and each and every condition of this Agreement in a form acceptable to COUNTY no more than thirty (30) days after execution of this Agreement. The performance bond shall be equal to Five Million Dollars ($5,000,000) and remain in force for the duration of this Agreement. The premium for the bond described above shall be paid by CONTRACTOR. The Surety or Sureties shall be a company or companies satisfactory to COUNTY and shall be duly authorized to conduct business in the State ofCalifornia.

27.2. Letter of Credit. As an alternative to the performance bond required by Section 27.1, CONTRACTOR may provide for the issuance of an irrevocable standby letter of credit in the amount of Five Million Dollars ($5,000,000) by a bank approved by COUNTY in its sole discretion (the "Bank"), for the benefit of COUNTY. The letter of credit must authorize the beneficiary COUNTY to draw, in one or more drawings, not less than Five Million Dollars ($5,000,000) at the sole discretion of COUNTY.

27.2.1. THIS SECTION WILL SURVIVE THE TERMINATION OF THE AGREEMENT. The form of the letter of credit, including the procedures for and place of demand for payment and drawing certificate attached thereto, must be in a form acceptable to COUNTY. The letter of credit must be transferable to any successor or assign of COUNTY.

28. **COUNTY Right to Perform Service**.

28.1. Right to Perform. In the event CONTRACTOR, for any reason whatsoever, fails, refuses, or is unable to Collect, transport, or Dispose of any or all Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris which is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result thereof, any or all of these materials should accumulate in COUNTY to such an extent, in such a manner, or for such a time that COUNTY should find that such accumulation endangers or menaces the public health, safety, or welfare or upon CONTRACTOR default as set forth in Article 24, then COUNTY shall have the right, even if CONTRACTOR is not in breach of this Agreement, but not the obligation, upon twenty-four (24) hours prior written notice to CONTRACTOR during the period of such emergency as determined by COUNTY, (i) to perform, or cause to be performed, such services itself with its own or other personnel and equipment without liability to CONTRACTOR; and/or (ii) to take possession of any or all

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of CONTRACTOR owned equipment or licensed equipment and utilize other property owned by CONTRACTOR (except if used by CONTRACTOR for customers in other jurisdictions) used or useful in the Collection, transportation, and Disposal or processing of Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris and to use such property to Collect, transport, and Dispose any Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E- Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris generated within the Service Area which CONTRACTOR would otherwise be obligated to Collect, transport, and properly Dispose or process pursuant to this Agreement. In such an event, CONTRACTOR shall immediately make available to COUNTY a listing and description, including street names, of all Collection Service Collection routes.

28.2. CONTRACTOR'S Notice. Notice of CONTRACTOR'S failure, refusal, or neglect to Collect, transport, and properly Dispose or process Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris may be given verbally by telephone to CONTRACTOR at its principal office and shall be effective immediately. Written confirmation of such verbal notification shall be sent to CONTRACTOR within twenty-four (24) hours of the verbal notification.

28.3. CONTRACTOR further agrees in such event:

28.3.1. It will take direction from COUNTY to effect the transfer of possession of equipment and property to COUNTY for COUNTY'S use.

28.3.2. It will, if COUNTY so requests, keep in good repair and condition all of such equipment, provide all such equipment all with fuel, oil, and other service, and provide such other service as may be necessary to maintain said property in operational condition.

28.3.3. Subject to any labor agreements then in effect, COUNTY may immediately engage all or any personnel necessary or useful for the Collection and transportation of Solid Waste, Recyclables, Organic Waste, Christmas Trees, Bulky Items, Construction and Demolition Debris and/or other materials, including, if COUNTY so desires, employees previously or then employed by CONTRACTOR. CONTRACTOR further agrees, if COUNTY so requests, to furnish COUNTY the services of any or all management or office personnel employed by CONTRACTOR whose services are necessary or useful for the provision of Collection Services and for the billing and Collection of fees for these services.

28.3.4. COUNTY agrees it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

28.3.5. If the interruption or discontinuance in service is caused by reason of Force Majeure as described herein, COUNTY shall pay to CONTRACTOR the reasonable rental value of equipment, possession of which is taken by COUNTY, for the period of COUNTY'S possession, if any, which extends beyond the period of time for which CONTRACTOR has rendered bills in advance of service, for the class of service involved. In any other circumstance where COUNTY provides service under this Article, COUNTY shall have no liability to CONTRACTOR and COUNTY will have all of the other remedies available to it under this Agreement or by law.

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28.4. Temporary Possession of CONTRACTOR'S Equipment and Personnel. If COUNTY suffers an interruption or discontinuance of service, COUNTY may take possession of and use all of CONTRACTOR'S equipment and personnel described above until other suitable arrangements can be made for the provision of Collection Services which may include the grant of a franchise to another company.

28.5. Billing and Compensation to COUNTY During COUNTY'S Possession. During such time as COUNTY is providing Collection Services, as above provided, CONTRACTOR shall bill and collect payment from all users of the above-mentioned services. CONTRACTOR further agrees that, in such event, it shall reimburse COUNTY for any and all costs and expenses incurred by COUNTY in taking over possession of the above-mentioned equipment and property for Collection Services in such manner and to an extent as would otherwise be required of CONTRACTOR under the terms of this Agreement. Such reimbursement shall be made from time to time after submission by COUNTY to CONTRACTOR of each statement listing such costs and expenses, but in no event later than five (5) Work Days from and after each such submission.

28.6. COUNTY'S Right to Relinquish Possession. It is further mutually agreed COUNTY may, at any time, at its discretion, relinquish possession of any or all of the abovementioned equipment or personnel to CONTRACTOR and thereupon demand CONTRACTOR resume Collection Services as provided in this Agreement, whereupon CONTRACTOR shall be bound to resume the same.

28.7. COUNTY'S Possession Not a Taking. COUNTY'S exercise of its rights under this Article (i) does not constitute a taking of private property for which compensation must be paid; (ii) will not create any liability on the part of COUNTY to CONTRACTOR; and (iii) does not exempt CONTRACTOR from the indemnity provisions of this Agreement, which are meant to extend to circumstances arising under this Section, provided CONTRACTOR is not required to indemnify COUNTY against claims and damages arising from the negligence of COUNTY, its elective and appointive boards, commissions, officers, employees, agents and volunteers in the operation of Collection Service vehicles during the time COUNTY has taken possession of such Collection Service vehicles.

28.8. Duration of COUNTY'S Possession. COUNTY'S right pursuant to this Article to retain temporary possession of CONTRACTOR'S facilities and equipment and to render Collection Services shall terminate when COUNTY determines such services can be resumed by CONTRACTOR, or when COUNTY no longer reasonably requires such property or equipment. In any case, COUNTY has no obligation to maintain possession of CONTRACTOR'S property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to CONTRACTOR.

29. **Strikes and Similar Labor Actions**.

29.1. Strikes. In the event of a strike or similar labor action, but not including a lockout as set forth in Section 29.2 below, whereby employees of CONTRACTOR refuse to perform work for CONTRACTOR at normally anticipated levels or efficiency (a "strike") which affects the ability of CONTRACTOR to provide Collection Services within the Service Area in accordance with this Agreement, the following guidelines shall apply:

29.1.1. In conjunction with the execution of this Agreement, CONTRACTOR has discussed with COUNTY a strike contingency plan. From time to time during the term of this Agreement, CONTRACTOR and COUNTY shall meet to discuss changes to the strike contingency plan.

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29.1.2. Within twelve (12) hours of notification to CONTRACTOR by labor that it has authorized a strike, CONTRACTOR shall notify Contract Administrator, by phone and email.

29.1.3. Within three (3) Work Days of a strike, if CONTRACTOR is not providing Collection Services in accordance with normal scheduled pick ups, CONTRACTOR shall meet with COUNTY to develop a strike implementation plan.

29.1.4. Within five (5) Work Days of a strike, if CONTRACTOR is not providing Collection Services in accordance with the normal schedules and volumes set forth in this Agreement, or the schedules and volumes in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY, COUNTY shall have the right, but not the obligation, to bring in outside forces to provide Collection Services which are not being provided by CONTRACTOR and charge CONTRACTOR for the reasonable direct and indirect expenses (including administrative and overhead) incurred by COUNTY in this regard.

29.1.5. Within ten (10) Work Days of a strike, CONTRACTOR is to use commercially reasonable efforts to bring in alternate work forces and provide Collection Services in accordance with the normal schedules and volumes set forth in this Agreement, or the schedules and volumes in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY.

29.1.5.1. In the event CONTRACTOR'S alternate work force is unable to provide Collection Services in accordance with the normal schedules, volumes and routing set forth in this Agreement, or the schedules, volumes and routing in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY, COUNTY shall have the right, but not the obligation, to bring in outside forces to provide Collection Services which are not being provided by CONTRACTOR and charge CONTRACTOR for the reasonable direct and indirect expenses (including administrative and overhead) incurred by COUNTY in this regard.

29.1.6. In the event COUNTY elects to retain its own work force, COUNTY shall discuss the alternatives with CONTRACTOR before retaining such work force. Once COUNTY retains its own work force, COUNTY shall periodically, but not more often than weekly, invoice CONTRACTOR for the reasonable direct and indirect expenses of retaining such outside services and CONTRACTOR shall reimburse COUNTY for such expenses within ten (10) Work Days of invoice. COUNTY shall have the right to charge CONTRACTOR interest on invoices which are unpaid after ten (10) Work Days at the rate of one and one half (1.5%) percent per month (not compounded).

29.1.6.1. In the event of a strike, regardless of when and what level a replacement work force is deployed by CONTRACTOR, CONTRACTOR shall not be subject to liquidated damages for the first ten (10) Work Days following the actual strike.

29.1.7. After thirty (30) calendar days, if there is a continuing failure to perform Collection Services, such failure to perform shall be considered a default under Article 24 and COUNTY can cancel this Agreement between COUNTY and CONTRACTOR. In such an event, COUNTY shall not waive its right to seek damages from CONTRACTOR for any increase in cost of Collection incurred by COUNTY as a

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result of the breach of this Agreement by CONTRACTOR and the consequential election by COUNTY to cancel this Agreement and move forward with Collection Services alternatives.

29.2. Lockout. The provisions of Section 29.1 shall not apply in the event of a lockout by CONTRACTOR. During such lockout period, CONTRACTOR shall be required to comply with all requirements of this Agreement and shall be subject to all provisions of this Agreement for non-compliance without exception and specifically including liquidated damages and default.

30. **Transition to Next Contractor**.

30.1. Transition. In the event CONTRACTOR is not awarded an agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with COUNTY and any subsequent contractors to assure a smooth transition of Collection Services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of SFD, MFD and Commercial Customers; providing a complete inventory of all Carts, Bins, Compactors, and Roll-off Containers; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to remove or, to the extent required under the terms of this Agreement, transfer ownership of Carts, Bins, Compactors, and Roll-Off Containers as appropriate to COUNTY; including transporting such containers to a location designated by the Contract Administrator; coordinating Collection of materials set out in new Containers if new Containers are provided for a subsequent Agreement and providing other reports and data required by this Agreement.

31. **General Requirements**.

31.1. Successors and Assigns. This Agreement will inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. The parties understand and agree that any Assignment of this Agreement shall be subject to Article 25 of this Agreement.

31.2. Compliance with Laws, Regulations, Ordinances and JPA Agreement. CONTRACTOR hereby agrees to abide with all applicable federal, state, and local laws, ordinances, and regulations. It is understood by CONTRACTOR that COUNTY has enacted local ordinances and is a member of two JPA's which have executed JPA Agreements for affecting a refuse control program. It is the responsibility of CONTRACTOR to become familiar with such federal and state laws and regulations and local ordinances and the JPA Agreements. The parties understand and agree that if any provision of federal or state law, local ordinances or the JPA Agreements are in conflict with this Agreement, state and federal laws and regulations, and local ordinances shall be the governing factor in regard to performance of this Agreement. COUNTY and CONTRACTOR agree that COUNTY has made a good faith effort to incorporate all material requirements of the current JPA Agreements into the provisions of this Agreement. In the event future changes or additions to state or federal laws or regulations, or local ordinances, or the JPA Agreements affect the performance of Collection Services as set forth in this Agreement, such changes or additions shall be considered modifications to this Agreement as set forth in Article 19 of this Agreement.

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31.3. Nondiscrimination. CONTRACTOR hereby agrees to abide by all local, state and federal laws and regulations pertaining to discrimination in employment including that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, political affiliations or any other non-merit based factors, be subject to discrimination under this Agreement.

31.4. Access to Records. CONTRACTOR shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data or records relating to CONTRACTOR'S obligation under this Agreement, by the Fair Employment Practices Commission, to COUNTY or any appropriate employee, department, or agent designated by the Fair Employment Practices Commission or by COUNTY respectively, for the purpose of investigating Contractor's compliance with the California Fair Employment Practices Act in connection with this Agreement.

31.5. Notices. Any and all notices to be given under this Agreement, or which any party may desire to give to another, shall be in writing. Said notices shall be deemed to have been duly given on the date of personal delivery to the other party's place of business as designated below, as may be changed from time to time by written notice, or on the third day following deposit in the mail in the County of Monterey, California, said deposit to be by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below.

31.5.1. If to CONTRACTOR, notices required to be given by COUNTY to CONTRACTOR will be deemed received by CONTRACTOR upon being deemed "delivered" according to the provisions of this Section. Notice of Breach by COUNTY to CONTRACTOR may be given to CONTRACTOR verbally or by telephone at the principal office if confirmed in writing and delivered in person or by facsimile by noon the following day.

31.5.2. Notice to CONTRACTOR shall be addressed to the following addresses, as indicated:

Name:	District Manager
Company:	USA Waste of California, Inc.
Address:	11240 Commercial Parkway, Castroville, CA95012
Telephone:	831-796-2224
Email:	ramaro@wm.com
And	
Name:	Area Vice President
Company:	Waste Management
Address:	1333 E. Turner Road, Lodi, CA 95240
Telephone:	775-326-2313
and	
Name:	Legal Counsel
Company:	Waste Management
Address:	222 S. Mill Avenue, Suite 301, Tempe, AZ 85281

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Telephone:

Email: jbohn@wm.com

31.5.3. If to COUNTY, to the name and address as indicated below:

Name: Elsa Mendoza Jimenez, Director of Health Services

Company: County of Monterey

Address: 1270 Natividad Road, Salinas, CA 93906

Telephone: 831-755-4621

Email: jimenezem@countyofmonterey.gov

Either party may designate a different mailing address or a different facsimile number or telephone number by providing written notice to the other party as provided in this Section.

31.5.4. Notice by COUNTY to CONTRACTOR of a missed pick-up or a Customer problem or complaint may be given to CONTRACTOR verbally, by telephone at CONTRACTOR'S local office with written confirmation sent by facsimile or U.S. mail within twenty-four (24) hours of the verbal notification.

31.6. Severability. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

31.7. No Use of COUNTY Name. CONTRACTOR will not do business as or use a corporate, partnership, venture or other formal name, containing the name of COUNTY or implying government ownership.

31.8. Entire Agreement; Incorporation of Exhibits. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties understand and agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or unreferenced agreements, whether verbal or written. This Agreement and Exhibits 1-11, attached hereto and incorporated by this reference as though fully set forth herein represent the entire agreement of COUNTY and CONTRACTOR with respect to the services to be provided under this Agreement. No prior written or verbal statement or proposal shall alter any term or provision of this Agreement.

31.9. Modification, Amendment or Rescission. This Agreement may be amended, modified, or rescinded by a written agreement between CONTRACTOR and COUNTY which is executed by their authorized representatives.

31.10. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the parties and their representatives, successors, and permitted assigns.

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31.11. Advice of Counsel/Negotiated Agreement. Each of the parties has received the advice of legal counsel prior to signing this Agreement. The parties understand and agree that no provision or provisions of this Agreement may be subject to any rule of construction based upon any party being considered the party "drafting" this Agreement.

31.12. Interpretation. This Agreement shall be interpreted and construed reasonably in light of the whole Agreement, and shall not be construed either strictly for or against either party, regardless of the degree to which either party participated in its drafting.

31.13. Headings and Font. Any caption or heading in this Agreement which incorporates Exhibits 1-11 is for convenience of reference and does in any way control or affect the scope, intent, meaning, construction, interpretation or effect of this Agreement. Any underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading and contract administration and does not in any way imply relative importance or unimportance of any provision of this Agreement.

31.14. Waiver. Waiver of any term or condition contained in this Agreement by any party to this Agreement shall be in writing and shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in the Agreement. The subsequent acceptance by COUNTY of any fee, tax, or any other monies which become due from CONTRACTOR to COUNTY shall not be deemed to be a waiver by COUNTY of any breach or violation of any term, covenant, or condition of this Agreement.

31.15. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into this Agreement.

32. **Effective Date**.

32.1. This Agreement shall become effective at such time as it is properly executed by COUNTY and CONTRACTOR, and CONTRACTOR shall begin Collection Services, as covered herein, in the Service Area, as set forth in Exhibit 5, commencing on January 1, 2025.

33. **Execution Of Agreement**.

33.1. Execution in Counterparts. This Agreement may be signed in any number of original counterparts. All counterparts will constitute but one and the same Agreement.

33.2. Authority to Execute.

33.2.1. COUNTY warrants that its officers listed below have been duly authorized to execute this Agreement on its behalf.

33.2.2. CONTRACTOR warrants that the individuals listed below have been duly authorized to execute this Agreement on behalf of CONTRACTOR.

[Signatures following page]

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COUNTY OF MONTEREY
a political subdivision
of the State of California

By: DocuSigned by:
C7A30BA59CA8423...
Elsa Mendoza Jimenez
Director of Health Services

Date: 12/23/2024 | 1:57 PM PST

APPROVED AS TO FORM & LEGALITY:

By: DocuSigned by:
5C29050B5BAC433...

Date: 12/23/2024 | 11:45 AM PST

APPROVED AS TO FISCAL PROVISIONS:

By: DocuSigned by:
Jennifer Forsyth
4E7E65787545 4AE...

Date: 12/23/2024 | 1:50 PM PST

APPROVED AS TO LIABILITY PROVISIONS:

By: _____

Date: _____

USA WASTE OF CALIFORNIA, INC.
DBA CARMEL MARINA CORPORATION

By: DocuSigned by:
2F270A619B004A9...
Alex Oseguera, President

Date: 12/05/2024

By: DocuSigned by:
David Stratton
BE613D4CF38244B...
David Stratton, Vice-President and
Assistant Secretary

Date: 12/04/2024

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EXHIBITS

Docusign Envelope ID: 86667AF5-8C62-4210-9376-7A8062437747

Exhibit 1 - Approved Rates and Charges

Effective January 1, 2025

The Board of Supervisors may amend, but not unilaterally reduce, the Rates, whereupon the amended Rates will automatically be deemed to apply to this Agreement without any further action. CONTRACTOR is deemed to have knowledge of applicable law, including such Rate resolutions or ordinances of the County Board. However, for convenience of administering this Agreement the Parties may from time to time amend this Attachment by attaching the most recent dated current Rate resolution or ordinance to this Attachment.

In addition, in accordance with Section 11.21 of this Agreement, if Customer requests Collection Services at a container capacity and/or Collection frequency not provided in the Rates adopted by the Board of Supervisors, following COUNTY Board approval of the Contractor Service Fee Component of that Rate, CONTRACTOR may charge Customer that Rate agreed upon with Customer.

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Monterey County West - MRWMD

Proposed Rates Effective 1/1/2025

Residential Services

Solid Waste*	Monthly Rate	
35 Gallon Solid Waste Service	$47.92	Also includes recycle and organics
64 Gallon Solid Waste Service	$75.08	Also includes recycle and organics
96 Gallon Solid Waste Service	$93.90	Also includes recycle and organics
Legacy 20 Gallon Solid Waste Service**	$43.67	Also includes recycle and organics

*Solid Waste rates include one 64 or 96 gallon recycling and one 64 or 96 gallon organics cart

**Only for legacy customers transitioning to 35 gallon rate by 2026. Not offered to new or existing customers

Additional Solid Waste Carts	Monthly Rate	Additional Recycle Carts	Monthly Rate	Additional Organics Carts	Monthly Rate
35 Gallon Cart	$38.30	35 Gallon Cart	$9.59	35 Gallon Cart	$9.59
64 Gallon Cart	$60.06	64 Gallon Cart	$15.01	64 Gallon Cart	$15.01
96 Gallon Cart	$75.08	96 Gallon Cart	$18.78	96 Gallon Cart	$18.78

Extra Pickups (All Materials)	Rate
35 Gallon Extra Pickup	$35.54
64 Gallon Extra Pickup	$55.70
96 Gallon Extra Pickup	$69.66

Residential Ancillary Services	Rate	Description
Backyard Service - for standard three carts	$35.94	1 cart each, MSW, Recycle, Organics Cart
Backyard Service - per cart if not on standard 3 carts	$12.01	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate
Cart Exchange	$103.22	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	$103.22	one cart per material type at no charge per calendar year
Annual Bulky Pickup	$0.00	One event per year, 5 items
Additional Bulky Pickups	$123.55	In excess of once per year (up to 5 items)
Return for Inaccessible Containers	$82.71	per occurrence if more than 2 times per calendar year
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded
Convenience fee for residential	$1.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

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Monterey County West - MRWMD

Proposed Rates Effective 1/1/2025

Commercial Services

Solid Waste Cart Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
35 Gallon Solid Waste Cart	$35.50	$71.00	$106.51	$142.01	$177.51	$213.01
64 Gallon Solid Waste Cart	$55.25	$110.50	$165.76	$221.01	$276.26	$331.51
96 Gallon Solid Waste Cart	$68.41	$136.81	$205.22	$273.63	$342.04	$410.44
Additional 35 Gallon Solid Waste Cart	$28.40	$56.80	$85.20	$113.60	$142.00	$170.40
Additional 64 Gallon Solid Waste Cart	$44.20	$88.40	$132.60	$176.80	$221.01	$265.21
Additional 96 Gallon Solid Waste Cart	$54.71	$109.41	$164.12	$218.83	$273.54	$328.24

Solid Waste Bin Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Bin	$129.73	$259.46	$389.19	$518.92	$648.65	$778.38
1.5 Yard Solid Waste Bin	$172.26	$344.51	$516.77	$689.03	$861.29	$1,033.54
2 Yard Solid Waste Bin	$199.78	$399.56	$599.34	$799.12	$998.90	$1,198.68
3 Yard Solid Waste Bin	$299.68	$599.36	$899.04	$1,198.72	$1,498.40	$1,798.08
4 Yard Solid Waste Bin	$384.06	$768.11	$1,152.17	$1,536.22	$1,920.28	$2,304.34
6 Yard Solid Waste Bin	$552.69	$1,105.38	$1,658.08	$2,210.77	$2,763.46	$3,316.15
8 Yard Solid Waste Bin	$705.79	$1,411.57	$2,117.36	$2,823.14	$3,528.93	$4,234.72

Solid Waste Compactor Services - Customer Owned	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Compactor	$259.46	$518.92	$778.38	$1,037.84	$1,297.30	$1,556.76
2 Yard Solid Waste Compactor	$399.57	$799.14	$1,198.71	$1,598.28	$1,997.85	$2,397.42
3 Yard Solid Waste Compactor	$599.35	$1,198.70	$1,798.05	$2,397.40	$2,996.75	$3,596.10
4 Yard Solid Waste Compactor	$768.11	$1,536.22	$2,304.34	$3,072.45	$3,840.56	$4,608.67
5 Yard Solid Waste Compactor	$936.75	$1,873.50	$2,810.24	$3,746.99	$4,683.74	$5,620.49
6 Yard Solid Waste Compactor	$1,105.38	$2,210.77	$3,316.15	$4,421.54	$5,526.92	$6,632.30
7 Yard Solid Waste Compactor	$1,258.48	$2,516.96	$3,775.43	$5,033.91	$6,292.39	$7,550.87
8 Yard Solid Waste Compactor	$1,411.57	$2,823.14	$4,234.72	$5,646.29	$7,057.86	$8,469.43

Recycle Cart Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
35 Gallon Recycle Cart	$31.95	$63.91	$95.86	$127.82	$159.77	$191.72
64 Gallon Recycle Cart	$49.73	$99.45	$149.18	$198.90	$248.63	$298.35
96 Gallon Recycle Cart	$61.56	$123.13	$184.69	$246.25	$307.82	$369.38
Additional 35 Gallon Recycle Cart	$25.36	$50.72	$76.08	$101.44	$126.80	$152.16
Additional 64 Gallon Recycle Cart	$39.48	$78.96	$118.44	$157.92	$197.40	$236.88
Additional 96 Gallon Recycle Cart	$48.87	$97.74	$146.61	$195.48	$244.35	$293.22

Recycle Bin Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Bin	$116.76	$233.52	$350.28	$467.04	$583.80	$700.56
1.5 Yard Recycle Bin	$155.04	$310.08	$465.12	$620.16	$775.20	$930.24
2 Yard Recycle Bin	$179.81	$359.62	$539.43	$719.24	$899.05	$1,078.86
3 Yard Recycle Bin	$269.70	$539.40	$809.10	$1,078.80	$1,348.50	$1,618.20
4 Yard Recycle Bin	$345.65	$691.30	$1,036.95	$1,382.60	$1,728.25	$2,073.90
6 Yard Recycle Bin	$497.42	$994.84	$1,492.26	$1,989.68	$2,487.10	$2,984.52
8 Yard Recycle Bin	$635.21	$1,270.42	$1,905.63	$2,540.84	$3,176.05	$3,811.26

Recycle Compactor Bin Services - Customer Owned	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Compactor Bin	$233.51	$467.02	$700.53	$934.04	$1,167.55	$1,401.06
2 Yard Recycle Compactor Bin	$359.61	$719.22	$1,078.83	$1,438.44	$1,798.05	$2,157.66
3 Yard Recycle Compactor Bin	$539.42	$1,078.84	$1,618.26	$2,157.68	$2,697.10	$3,236.52
4 Yard Recycle Compactor Bin	$691.30	$1,382.60	$2,073.90	$2,765.20	$3,456.50	$4,147.80
5 Yard Recycle Compactor Bin	$843.08	$1,686.16	$2,529.24	$3,372.32	$4,215.40	$5,058.48
6 Yard Recycle Compactor Bin	$994.84	$1,989.68	$2,984.52	$3,979.36	$4,974.20	$5,969.04
7 Yard Recycle Compactor Bin	$1,132.63	$2,265.26	$3,397.89	$4,530.52	$5,663.15	$6,795.78
8 Yard Recycle Compactor Bin	$1,270.41	$2,540.82	$3,811.23	$5,081.64	$6,352.05	$7,622.46

Yard Waste Cart Services	1xWeek	2xWeek	3xWeek
64 Gallon Yard Waste Cart	$60.47	$120.94	$181.41
96 Gallon Yard Waste Cart	$69.85	$139.70	$209.55
Additional 64 Gallon Yard Waste Cart	$50.17	$100.35	$150.52
Additional 96 Gallon Yard Waste Cart	$59.55	$119.11	$178.66

Food Waste Services	1xWeek	2xWeek	3xWeek
64 Gallon Food Waste Cart	$60.47	$120.95	$181.42
Additional 64 Gallon Food Waste Cart	$50.17	$100.35	$150.52
2 Yard Food Waste Bin	$285.41	$570.82	$856.23
2 Yard Food Waste Compactor	$570.81	$1,141.62	$1,712.43

Extra Pickups (All Materials)	
35 Gallon Extra Pickup	$37.61
64 Gallon Extra Pickup	$58.55
96 Gallon Extra Pickup	$72.48
1 Yard Extra Pickup	$92.66
1.5 Yard Extra Pickup	$123.05
2 Yard Extra Pickup	$142.70
3 Yard Extra Pickup	$214.05
4 Yard Extra Pickup	$274.33
6 Yard Extra Pickup	$394.78
8 Yard Extra Pickup	$504.13

Commercial Instabins*		
1 Cubic Yard Instabin	$171.45	
2 Cubic Yard Instabin	$259.63	
3 Cubic Yard Instabin	$389.42	
4 Cubic Yard Instabin	$497.52	
6 Cubic Yard Instabin	$713.73	
8 Cubic Yard Instabin	$908.24	

***One time use or special events only. Not to be used for regular or permanent customers.**

Commercial Ancillary Services	Rate	Description
Cart Roll Out Service	$12.01	per cart
Difficult to Service Cart Customers	150%	of Monthly Rate
Cart Cleaning Fee	$134.02	per cart per occurrence
Cart Exchange	$134.02	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	$134.02	one cart per material type at no charge per calendar year
Multi Family Annual Bulky Pickup	$0.00	Once per year for all units (2 items per unit. Must be scheduled by manager/account holder)
Multi Family Annual Bulky - Excess Items	$25.74	Per item in excess of what is included in annual bulky pickup
Multi Family Additional Bulky Pickup - trip charge	$93.97	In excess of once per year pickup (Must be scheduled by manager/account holder)
Multi Family Additional Bulky Pickup - per item charge	$25.74	Per item
Return for Inaccessible Containers	$94.06	per occurrence if more than 2 times per calendar year
Lock charge per enclosure	$47.01	per month per enclosure
Lock charge per container	$18.82	per month per container
Reactivation Fee	$47.01	after County approved service suspension
Bin Push Rate: 1-25 ft	$46.81	
Bin Push Rate: 26-49 ft	$93.58	
Bin Push Rate: 50-75 ft	$140.40	
Bin Push Rate: 76-100 ft	$187.24	
Bin Push Rate: 101-125 ft	$234.03	
Bin Push Rate: 126+ ft	$280.80	
Bin Cleaning Fee	$210.60	per bin per occurrence
Bin Exchange	$140.40	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	$842.43	one bin per material type at no charge per calendar year
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded
Convenience fee for commercial accounts	$9.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

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Monterey County West - MRWMD

Proposed Rates Effective 1/1/2025

Roll Off Services

Open Top Roll Off Boxes*

Haul Rate for 7-10 Yard Bin	$518.77
Haul Rate for 11-20 Yard Bin	$622.52
Haul Rate for 21-30 Yard Bin	$767.76
Haul Rate for 31-40 Yard Bin	$933.79
Haul Rate for 41-50 Yard Bin	$1,101.68

Compactor Boxes*

Haul Rate for 7-10	$648.45
Haul Rate for 11-15	$713.29
Haul Rate for 16-20	$778.15
Haul Rate for 21-30	$959.70
Haul Rate for 31-40	$1,167.26
Haul Rate for 41-50	$1,374.73

***Roll Off Hauls with Special Handling Charge - Any waste requiring special handling or immediate burial, including loose debris, confidential documents. Additional fees may apply."**

***Note: All Bin, compacted box and non-compacted box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.**

Disposal Site & Material Type

Marina LF MSW	$85.56	Per Ton
Marina LF C&D	$85.56	Per Ton
Marina LF Recycle	$44.44	Per Ton
Marina LF Green	$52.22	Per Ton
Marina LF Food/Cannabis	$74.44	Per Ton
Marina LF Mix Green Food	N/A	Not Available
Marina LF White Goods (w/Freon)	$22.22	Each
Marina LF Wood	$52.22	Per Ton
Marina LF Inert - Concrete	$14.44	Per Ton
Marina LF Inert- Asphalt	$2.22	Per Ton
Marina LF Inert - Dirt	$2.22	Per Ton

Roll Off Ancillary Services	Rate	Description
Relocation	$187.24	RO Box relocated at customers current site - per occurrence
Dry Run	$280.80	trip charge, no haul - per occurrence
Stand By per hour	$374.41	per hour
Stand By per day - 6 hour maximum	$2,246.55	per day - 6 hour maximum
Reactivation Fee	$46.81	after County approved service suspension
Demurrage Per Day	$18.51	temporary rental, after five (5) days, not including delivery and removal days
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded

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Monterey County East - SVSWA
Proposed Rates Effective 1/1/2025

Residential Services

Solid Waste*	Monthly Rate	
35 Gallon Solid Waste Service	$48.21	Also includes recycle and organics
64 Gallon Solid Waste Service	$75.60	Also includes recycle and organics
96 Gallon Solid Waste Service	$94.50	Also includes recycle and organics
Legacy 20 Gallon Solid Waste Service**	$43.94	Also includes recycle and organics

*Solid Waste rates include one 64 or 96 gallon recycling and one 64 or 96 gallon organics cart
**Only for legacy customers transitioning to 35 gallon rate by 2026. Not offered to new or existing customers

Additional Solid Waste Carts	Monthly Rate	Additional Recycle Carts	Monthly Rate	Additional Organics Carts	Monthly Rate
35 Gallon Cart	$38.54	35 Gallon Cart	$9.64	35 Gallon Cart	$9.64
64 Gallon Cart	$60.47	64 Gallon Cart	$15.12	64 Gallon Cart	$15.12
96 Gallon Cart	$75.60	96 Gallon Cart	$18.90	96 Gallon Cart	$18.90

Extra Pickups (All Materials)	Rate
35 Gallon Extra Pickup	$36.16
64 Gallon Extra Pickup	$56.70
96 Gallon Extra Pickup	$70.88

Residential Ancillary Services	Rate	Description
Backyard Service - for standard three carts	$36.17	1 cart each, MSW, Recycle, Organics Cart
Backyard Service - per cart if not on standard 3 carts	$12.07	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate
Cart Exchange	$134.78	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	$134.78	one cart per material type at no charge per calendar year
Annual Bulky Pickup	$0.00	One event per year, 5 items
Additional Bulky Pickups	$123.55	In excess of once per year (up to 5 items)
Return for Inaccessible Containers	$94.58	per occurrence if more than 2 times per calendar year
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded
Convenience fee for residential	$1.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

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Monterey County East - SVSWA

Proposed Rates Effective 1/1/2025

Commercial Services

Solid Waste Cart Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
35 Gallon Solid Waste Cart	$35.74	$71.47	$107.21	$142.94	$178.68	$214.42
64 Gallon Solid Waste Cart	$55.60	$111.20	$166.79	$222.39	$277.99	$333.59
96 Gallon Solid Waste Cart	$68.85	$137.70	$206.55	$275.40	$344.26	$413.11
Additional 35 Gallon Solid Waste Cart	$28.58	$57.15	$85.73	$114.30	$142.88	$171.45
Additional 64 Gallon Solid Waste Cart	$44.49	$88.98	$133.47	$177.96	$222.46	$266.95
Additional 96 Gallon Solid Waste Cart	$55.07	$110.13	$165.20	$220.27	$275.34	$330.40

Solid Waste Bin Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Bin	$266.49	$532.98	$799.47	$1,065.96	$1,332.45	$1,598.94
1.5 Yard Solid Waste Bin	$259.29	$518.59	$777.88	$1,037.17	$1,296.46	$1,555.76
2 Yard Solid Waste Bin	$307.32	$614.64	$921.96	$1,229.28	$1,536.60	$1,843.92
3 Yard Solid Waste Bin	$443.68	$887.36	$1,331.04	$1,774.72	$2,218.40	$2,662.08
4 Yard Solid Waste Bin	$568.57	$1,137.13	$1,705.70	$2,274.26	$2,842.83	$3,411.40
6 Yard Solid Waste Bin	$818.24	$1,636.49	$2,454.73	$3,272.98	$4,091.22	$4,909.46
8 Yard Solid Waste Bin	$1,044.76	$2,089.52	$3,134.28	$4,179.04	$5,223.80	$6,268.56

Solid Waste Compactor Services - Customer Owned	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Compactor	$384.13	$768.25	$1,152.38	$1,536.50	$1,920.63	$2,304.76
2 Yard Solid Waste Compactor	$614.63	$1,229.26	$1,843.89	$2,458.52	$3,073.15	$3,687.78
3 Yard Solid Waste Compactor	$887.35	$1,774.70	$2,662.05	$3,549.40	$4,436.75	$5,324.10
4 Yard Solid Waste Compactor	$1,137.12	$2,274.24	$3,411.37	$4,548.49	$5,685.61	$6,822.73
5 Yard Solid Waste Compactor	$1,386.81	$2,773.62	$4,160.43	$5,547.24	$6,934.05	$8,320.86
6 Yard Solid Waste Compactor	$1,636.50	$3,273.00	$4,909.49	$6,545.99	$8,182.49	$9,818.99
7 Yard Solid Waste Compactor	$1,863.00	$3,726.01	$5,589.01	$7,452.02	$9,315.02	$11,178.02
8 Yard Solid Waste Compactor	$2,089.51	$4,179.02	$6,268.53	$8,358.04	$10,447.55	$12,537.06

Recycle Cart Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
35 Gallon Recycle Cart	$32.16	$64.31	$96.47	$128.62	$160.78	$192.93
64 Gallon Recycle Cart	$50.04	$100.08	$150.11	$200.15	$250.19	$300.23
96 Gallon Recycle Cart	$61.96	$123.93	$185.89	$247.86	$309.82	$371.78
Additional 35 Gallon Recycle Cart	$25.52	$51.04	$76.56	$102.08	$127.60	$153.12
Additional 64 Gallon Recycle Cart	$39.69	$79.38	$119.07	$158.76	$198.45	$238.14
Additional 96 Gallon Recycle Cart	$49.19	$98.38	$147.57	$196.76	$245.95	$295.14

Recycle Bin Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Bin	$172.86	$345.72	$518.58	$691.44	$864.30	$1,037.16
1.5 Yard Recycle Bin	$233.37	$466.74	$700.11	$933.48	$1,166.85	$1,400.22
2 Yard Recycle Bin	$276.58	$553.16	$829.74	$1,106.32	$1,382.90	$1,659.48
3 Yard Recycle Bin	$399.31	$798.62	$1,197.93	$1,597.24	$1,996.55	$2,395.86
4 Yard Recycle Bin	$511.70	$1,023.40	$1,535.10	$2,046.80	$2,558.50	$3,070.20
6 Yard Recycle Bin	$736.42	$1,472.84	$2,209.26	$2,945.68	$3,682.10	$4,418.52
8 Yard Recycle Bin	$940.28	$1,880.56	$2,820.84	$3,761.12	$4,701.40	$5,641.68

Recycle Compactor Bin Services - Customer Owned	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Compactor Bin	$345.72	$691.44	$1,037.16	$1,382.88	$1,728.60	$2,074.32
2 Yard Recycle Compactor Bin	$553.16	$1,106.32	$1,659.48	$2,212.64	$2,765.80	$3,318.96
3 Yard Recycle Compactor Bin	$798.62	$1,597.24	$2,395.86	$3,194.48	$3,993.10	$4,791.72
4 Yard Recycle Compactor Bin	$1,023.41	$2,046.82	$3,070.23	$4,093.64	$5,117.05	$6,140.46
5 Yard Recycle Compactor Bin	$1,248.13	$2,496.26	$3,744.39	$4,992.52	$6,240.65	$7,488.78
6 Yard Recycle Compactor Bin	$1,472.84	$2,945.68	$4,418.52	$5,891.36	$7,364.20	$8,837.04
7 Yard Recycle Compactor Bin	$1,676.70	$3,353.40	$5,030.10	$6,706.80	$8,383.50	$10,060.20
8 Yard Recycle Compactor Bin	$1,880.56	$3,761.12	$5,641.68	$7,522.24	$9,402.80	$11,283.36

Organics - Food and Yard Waste	1xWeek	2xWeek	3xWeek
64 Gallon Food and Yard Waste Cart	$57.34	$114.68	$172.01
Additional 64 Gallon Food and Yard Waste Cart	$47.14	$94.28	$141.42
2 Yard Food Waste Bin	$439.02	$878.04	$1,317.06
2 Yard Food Waste Compactor - Customer owned	$877.98	$1,755.96	$2,633.94

Yard Waste Only Services	1xWeek	2xWeek	3xWeek
96 Gallon Yard Waste Cart	$66.84	$133.68	$200.51
Additional 96 Gallon Yard Waste Only Carts	$56.55	$113.10	$169.64

Extra Pickups (All Materials)	
35 Gallon Extra Pickup	$38.29
64 Gallon Extra Pickup	$59.58
96 Gallon Extra Pickup	$73.76
1 Yard Extra Pickup	$137.19
1.5 Yard Extra Pickup	$185.21
2 Yard Extra Pickup	$219.51
3 Yard Extra Pickup	$316.91
4 Yard Extra Pickup	$406.12
6 Yard Extra Pickup	$584.46
8 Yard Extra Pickup	$746.25

Commercial Instabins*	
1 Cubic Yard Instabin	$171.45
2 Cubic Yard Instabin	$259.63
3 Cubic Yard Instabin	$389.42
4 Cubic Yard Instabin	$497.52
6 Cubic Yard Instabin	$713.73
8 Cubic Yard Instabin	$908.24

***One time use or special events only. Not to be used for regular or permanent customers.**

Commercial Ancillary Services	Rate	Description
Cart Roll Out Service	$12.07	per cart
Difficult to Service Cart Customers	150%	of Monthly Rate
Cart Cleaning Fee	$134.87	per cart per occurrence
Cart Exchange	$127.95	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	$127.95	one cart per material type at no charge per calendar year
Multi Family Annual Bulky Pickup	$0.00	Once per year for all units (2 items per unit. Must be scheduled by manager/account holder)
Multi Family Annual Bulky - Excess Items	$25.74	Per item in excess of what is included in annual bulky pickup
Multi Family Additional Bulky Pickup - trip charge	$89.79	In excess of once per year pickup (Must be scheduled by manager/account holder)
Multi Family Additional Bulky Pickup - per item charge	$25.74	Per item
Return for Inaccessible Containers	$89.79	per occurrence if more than 2 times per calendar year
Lock charge per enclosure	$44.87	per month per enclosure
Lock charge per container	$17.98	per month per container
Reactivation Fee	$44.87	after County approved service suspension
Bin Push Rate: 1-25 ft	$47.52	
Bin Push Rate: 26-49 ft	$95.05	
Bin Push Rate: 50-75 ft	$142.60	
Bin Push Rate: 76-100 ft	$190.10	
Bin Push Rate: 101-125 ft	$237.65	
Bin Push Rate: 126+ ft	$285.16	
Bin Cleaning Fee	$213.89	per bin per occurrence
Bin Exchange	$142.60	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	$855.49	one bin per material type at no charge per calendar year
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded
Convenience fee for commercial accounts	$9.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

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Monterey County East - SVSWA

Proposed Rates Effective 1/1/2025

Roll Off Services

Open Top Roll Off Boxes*

Haul Rate for 7-10 Yard Bin	$503.57
Haul Rate for 11-20 Yard Bin	$604.27
Haul Rate for 21-30 Yard Bin	$745.27
Haul Rate for 31-40 Yard Bin	$906.39
Haul Rate for 41-50 Yard Bin	$1,069.36

Compactor Boxes*

Haul Rate for 7-10	$629.44
Haul Rate for 11-15	$692.41
Haul Rate for 16-20	$755.32
Haul Rate for 21-30	$931.58
Haul Rate for 31-40	$1,133.02
Haul Rate for 41-50	$1,334.42

***Roll Off Hauls with Special Handling Charge - Materials requiring special handling by SVSWA staff may be charged the Solid Waste Tipping Fee + 50%. Certified burials, fumigation or mulch plastic/drip tape, nonfriable asbestos (up to 1 cubic yard w/o pre-approval, wetted and double bagged), and remediated soil handling may have this fee assessed.**

***Note: All Bin, compacted box and non-compacted box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.**

Disposal Site & Material Type

Johnson Canyon LF MSW	$71.94	Per Ton
Johnson Canyon LF Mixed C&D	$71.94	Per Ton
Marina LF Recycle	$44.44	Per Ton
Johnson Canyon LF Organics	$64.72	Per Ton
Johnson Canyon LF White Goods (w/Freon)	$16.67	Each
Johnson CanyonLF Wood	$64.72	Per Ton
Johnson Canyon LF Inert - Concrete	$13.33	Per Ton
Johnson Canyon LF Inert- Asphalt	$1.11	Per Ton
Johnson Canyon LF Inert - Dirt	$71.94	Per Ton

Roll Off Ancillary Services	Rate	Description
Relocation	$285.16	RO Box relocated at customers current site - per occurrence
Dry Run	$380.24	trip charge, no haul - per occurrence
Stand By per hour	$190.10	per hour
Stand By per day - 6 hour maximum	$2,281.38	per day - 6 hour maximum
Reactivation Fee	$18.29	after County approved service suspension
Demurrage Per Day	$29.77	temporary rental, after five (5) days, not including delivery and removal days
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded

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Emergency Rates

Employee	Hourly Rate
Driver	$283.08
Supervisor	$330.26
Helper	$188.69

Equipment Type	Hourly Rate
Side Loader - Autocar	$283.08
Commercial Front End Loader - Autocar	$330.26
Rear End Loader - Autocar	$283.08
Roll Off - Autocar	$283.08
Flat Bed Truck - Autocar	$141.53
Collection Vehicle Travel Charge per Mile	$13.23

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Exhibit 2 - Refuse Rate Index

The “Refuse Rate Index” adjustment shall be calculated in the following manner:

The expenses of Collection Services for the designated review period shall be prepared in a format set forth in the Operating Cost Statement, provided below.

The expenses of collection services shall be broken down into the following major Cost Categories: Labor, CNG/Diesel Fuel, Vehicle Replacement, Vehicle Maintenance, All Other, AB 939 fees, and Disposal.

The Data Sources below will be used to calculate the “RRI Percentage Change” for each Cost Category. The RRI Percentage Change will be based on the year over year 12-month average change ending in June. For example, if the rate adjustment is to be implemented January 1, 2025, the RRI Percentage Change will be based upon the year over year 12-month average change from July 2023 to June 2024. In the event any index is discontinued, a successor index shall be selected by the parties that is most closely equivalent to the discontinued index as recommended by the BLS.

The Disposal cost categories are based on the change in the most recent disposal and processing rates per ton available compared to the disposal and processing rates included in the previous year’s RRI calculation.

For each RRI adjustment, each Cost Category will be assigned an Item Weight percentage based on its proportionate share of all expenses in the Operating Cost Statement for Carmel Marina Corporation (CMC) for 12 months ending June. For example, if the rate adjustment is implemented on January 1, 2025, the Item Weight percentage will be based upon the Operating Cost Statement for the 12-month period ending June 30, 2024.

The Weighted Percentage Change for each Cost Category will equal the Percentage Change from the RRI Index multiplied by its Item Weight.

The Total Price Increase will be the sum of each Cost Category’s Weighted Percentage Change.

Operating Cost Statement:

The following costs will be included in the Operating Cost Statement from the Carmel Marina Corporation (CMC) financial statement.

Labor and Benefits: All labor accounts for Salaries, Wages – hourly & overtime, Bonuses, Commissions, Other Compensation, Compensated Absences & Vacation, Severance, Health & Welfare Insurance Premiums, Pension & Retirement Benefits, Workers Compensation costs, Payroll Taxes Other employee costs including safety gear, related to the services provided under this Contract. Employment, Hours, and Earnings from the Current Employment Statistics survey (National). Series ID: CEU6056210008

Diesel: Diesel Fuel Costs Diesel-Producer Price Index-Commodities. Series ID: WPU057303.

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CNG Fuel: CNG fuel costs. CNG-Pacific Gas & Electric Company. Schedule G-NGV1

Vehicle Replacement: Collection and collection related vehicle depreciation accounts. Vehicle lease and rental accounts related to collection or collection related vehicles. Producer Price Index-Commodities. Series ID: WPU141301

Vehicle Maintenance: All collection and collection related vehicle paint, Tires, Parts & Supplies, Lubricants, Third Party Services, Other Maintenance accounts. Vehicle Maintenance Series ID: pcu336211336211

All Other: All other expense accounts related to the services provided under this Agreement not included above. This category includes, but not limited to, all insurance (e.g., general liability, fire, truck damage, and extended coverage); rent on property; truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies; printing; postage; trade association dues and subscription; seminars & education; advertising; travel costs; taxes; and miscellaneous other items. Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services Series ID: CUUR0000SEHG.

AB939 Fees: Fees charged by Salinas Valley Solid Waste Authority.

Disposal: All disposal and processing accounts.

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Exhibit 3 - Form of Guaranty

Guarantee Agreement

This Guarantee Agreement (this "Guarantee"), dated as of January 1, 2025, is made and entered into by Waste Management, Inc., a Delaware corporation ("Guarantor").

W I T N E S S E T H:

WHEREAS, USA Waste of California, Inc., a subsidiary of Guarantor (the "WM Subsidiary") has entered into a Unified Franchise Agreement (the "Agreement") effective as of January 1, 2025 with the County of Monterey, California (the "County") pursuant to which WM Subsidiary has agreed to provide certain collection, disposal and processing services; and

WHEREAS, Guarantor will directly or indirectly benefit from the Agreement;

NOW THEREFORE, in consideration of County entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. GUARANTY. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due of the financial obligations of WM Subsidiary (the "Obligations") to County in accordance with the Agreement. To the extent that WM Subsidiary shall fail to pay any Obligations, Guarantor shall promptly pay to County the amount due. This Guarantee shall constitute a guarantee of payment and not of collection. The liability of Guarantor under the Guarantee shall be subject to the following:

Guarantor's liability hereunder shall be and is specifically limited to payments expressly required to be made in accordance with the Agreement (even if such payments are deemed to be damages) and, except to the extent specifically provided in the Agreement, in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other damages, costs, or attorney's fees.

2. DEMANDS AND NOTICE. If WM Subsidiary fails or refuses to pay any Obligations, County shall notify WM Subsidiary in writing of the manner in which WM Subsidiary has failed to pay and demand that payment be made by WM Subsidiary. If WM Subsidiary's failure or refusal to pay continues for a period of fifteen (15) days after the date of County's notice to WM Subsidiary, and County has elected to exercise its rights under this Guarantee, County shall make a demand upon Guarantor (hereinafter referred to as a "Payment Demand"). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount WM Subsidiary has failed to pay and an explanation of why such payment is due, with a specific statement that County is calling upon Guarantor to pay under this Guarantee. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until WM Subsidiary or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured.

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3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guarantee;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guarantee; and

(c) this Guarantee constitutes a valid and legally binding agreement of Guarantor, except as the enforceability of this Guarantee may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which WM Subsidiary or any other affiliate of Guarantor is or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of WM Subsidiary.

5. AMENDMENT OF GUARANTY. No term or provision of this Guarantee shall be amended, modified, altered, waived, or supplemented except in a writing signed by the parties hereto.

6. WAIVERS. Guarantor hereby waives (a) notice of acceptance of this Guarantee; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against WM Subsidiary or any other person, or except as expressly hereinabove set forth, to require that County seek enforcement of any performance against WM Subsidiary or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of County in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreement.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by email, as follows:

To County: DocuSigned by: _____ C7A30BA59CA8423...
1270 Natividad Road, Salinas, CA 93906
jimenezem@countyofmonterey.gov

To Guarantor: _____

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Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by email shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by email shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. MISCELLANEOUS. THIS GUARANTEE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. This Guarantee shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by County, its successors and assigns. Guarantor may assign this Guarantee and be released from its obligations hereunder with the consent of County, which consent shall not be unreasonably withheld. The Guarantee embodies the entire agreement and understanding between Guarantor and County and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

EXECUTED as of the day and year first above written.

WASTE MANAGEMENT, INC.

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

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Exhibit 4 - Omitted

Docusign Envelope ID: 86667AF5-8C62-4210-9376-7A8062437747

Exhibit 5 - Service Area

The boundaries of the Service Area are as indicated below:

South Boundary- San Luis Obispo County line

East Boundary- the San Benito/Fresno/Kings County lines

West Boundary- the Pacific Ocean

North Boundary- The Santa Cruz County line.

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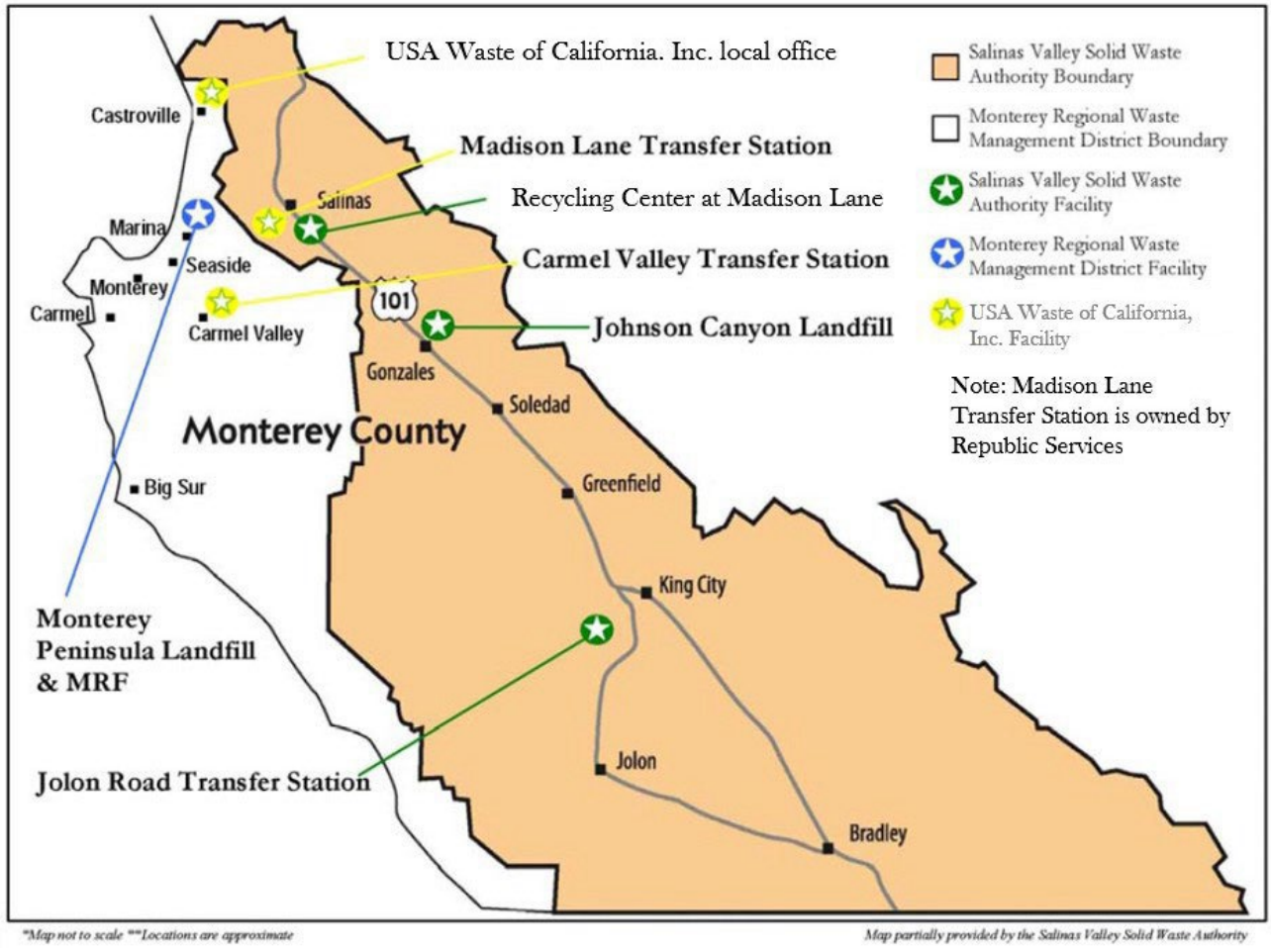
Exhibit 6 - JPA Boundaries

MRWMD Description (West)

The Monterey Regional Waste Management District jurisdictional boundaries include the cities of Carmel-by-the-Sea, Del Rey Oaks, Marina, Monterey, Pacific Grove, Sand City, Seaside, and the unincorporated areas of Big Sur, Carmel Highlands, Carmel Valley, Castroville, Corral De Tierra, Laguna Seca, Moss Landing, Pebble Beach, San Benancio, and Toro Park. The District covers a total of 853 square miles.

SVSWA Description (East)

The Salinas Valley Solid Waste Authority jurisdictional boundaries include the cities of Gonzales, Greenfield, King City, Salinas, and Soledad and the unincorporated eastern portion of Monterey County. The Authority covers roughly 2,450 square miles.



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Exhibit 7 - Reports

Section	Report	Report Frequency
	Collections	
5.8	Used Oil Filter Collection (oil volume and number of filters)	Monthly
5, 6, 7, 8	Diversion Report for Collection Services (see separate spreadsheet)	Monthly and Quarterly
5.10	Battery Collection	(included in diversion report)
5.7, 6.6	On-Call Bulky Collection	(included in diversion report)
9.1	Christmas tree collection and diversion	(included in diversion report)
8	On-Call Bins and Roll-off Collection Services	(included in diversion report)
9.2	Employee Housing Site Program	Monthly
9.4	County Clean-up Services	Monthly
9.5	Large Venue and Events Collection (see separate workbook)	6 weeks after event, included Monthly
9.6	Abandoned Solid Waste Collection (provided by Public Works)	Monthly
9.7	Community Drop-off Events	Monthly
3.15, 3.18, 5, 6, 7, 8, 17.5, 20.3	Container Delivery and Removal	Monthly
	Damage to Customer Property	
	Record of Inquiries and Complaints Received by Contractor	
	Spillage and Leaks	
	Missed Collections	
	Inadvertent Delivery of Unpermitted Waste	Monthly
	Non-Collection	Monthly
	Outreach and Education	
16	Public Education and Outreach Plan	Annual - Due to County for approval by December 1st
9.3	Participation in the Central Coast Recycling Media Coalition (CCRMC)	Monthly
6.7, 7.6, 16.1.2	Commercial and Multi-Family outreach conducted, presentations at schools and other community events	Monthly and Quarterly
16	Outreach materials distributed to Customers	As produced
	Other	
11.1, 11.16	Billing Reports (support of amounts billed and collected)	Monthly
11.3	Delinquent Accounts	Monthly
3	Franchise Infringement	Monthly
14.11	Vehicle Inventory	Upon Request
5, 6, 7, 8	Collection Services for SFD, MFD and Commercial Customers	Annual - provided for EAR report
	Customer Counts According to Service Type	
	Recycling and Green waste customer participation ratio	

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Exhibit 8 - Omitted

Docusign Envelope ID: 86667AF5-8C62-4210-9376-7A8062437747

Exhibit 9 - Emergency Backup Plan

[Will be added once developed by Contractor and County]

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Exhibit 10 - County Facilities

Facility	Address	City	Service Description	Type	Quantity	Frequency (per week)
Health - Children's Medical Services	47 San Benancio Canyon Road	Salinas	6-YD BIN 96-GAL CART	MSW RECY	1 3	2X 1X
Library - Aromas	389 Blohm Ave	Aromas	96-GAL CART 64-GAL CART	MSW RECY	1 2	1X 1X
Library - Big Sur (Modular)	Highway 1 Ripplewood Resort	Big Sur	2-YD BIN 2-YD BIN	MSW RECY	1 1	3X 2X
Library - Carmel Valley	65 West Carmel Valley Road	Carmel Valley	96-GAL CART 96-GAL CART 96-GAL CART	MSW ORG RECY	1 1 1	1X 1X 1X
Library - Castroville w/ Dist 2 Supervisor	11140-11160 Speegle Street	Castroville	96-GAL CART 96-GAL CART 96-GAL CART	MSW RECY ORG	3 3 2	1X 1X 1X
Library - Prunedale	17822 Moro Road	Prunedale	2-YD BIN 96-GAL CART	MSW RECY	1 2	1X 1X
Parks - Jack's Peak Park	25020 Jack Peaks Park Road	Monterey	4-YD BIN	MSW	1	1X
Parks - Laguna Seca (43 Buildings)	1025 Highway 68	Salinas	4-YD BIN 3-YD BIN	MSW RECY	4 2	1X 1X
Parks- Laguna Seca (Rifle Range)	1025 Highway 68	Salinas	20-YD BOX 20-YD BOX 20-YD BOX	MSW ORG RECY	2 1 1	1X ON-CALL ON-CALL

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Parks - Manzanita Park (3 Buildings)	17100 Castroville Blvd	Salinas	6-YD BIN 3-YD BIN 96-GAL CART	MSW MSW RECY	1 1 3	1X 1X 1X
Parks - Royal Oaks Park (9 Buildings)	537 Maher Road	Watsonville	20-YD BOX 6-YD BIN	MSW MSW	2 1	1X 1X
Parks - San Lorenzo Park (30 buildings)	1160 Broadway	King City	4-YD BIN 4-YD BIN 3-YD BIN 30-YD BOX	MSW RECY RECY ORG	4 1 1 2	1X 1X 1X ON-CALL
Parks - Toro Park (16 Buildings)	501 Monterey/Salinas Hwy 68	Salinas	64-GAL CART 64-GAL CART	MSW RECY	12 12	1X 1X
Parks - Toro Park (16 Buidings)	501 Monterey/Salinas Hwy 68	Salinas	20-YD BOX 20-YD BOX 20-YD BOX 15-YD BOX	MSW ORG METAL RECY	1 1 1 1	1X ON-CALL ON-CALL 1X
Probation - Rancho Cielo (100 ac lease)	700-710 Old Stage Road	Salinas	8-YD BIN 8-YD BIN 96-GAL CART 96-GAL CART	MSW RECY RECY ORG	1 1 6 4	1X 1X 1X 1X
Public Works - San Miguel Canyon Road Yard	1171 San Miquel Canyon Road	Salinas	2-YD BIN 2-YD BIN	MSW RECY	1 1	1X 1X
Fire Dept - Field Office, Chualar	24281 Washington Street	Chualar	96-GAL CART 96-GAL CART 64-GAL CART	MSW RECY ORG	2 1 1	1X 1X 1X

Docusign Envelope ID: 86667AF5-8C62-4210-9376-7A8062437747

Exhibit 11 - County Sponsored Large Venue Events

	COUNTY-SPONSORED SPECIAL EVENTS	Produced
	Event	Estimated Yardage
1	Sea Otter Classic	750
2	Trans Am SpeedFest	180
3	Motul Course De Monterey (IMSA)	210
4	Ferrari Challenge	180
5	Firestone Grand Prix of Monterey (NTT INDYCAR)	240
6	MotoAmerica Superbike SpeedFest at Monterey	210
7	Monterey Pre-Reunion & Community Day	150
8	Rolex Monterey Motorsports Reunion	210
9	GRIDLIFE Festival (TBC)	180

Note: Assumes usage of 30-yard Roll-Off Containers for all materials. Size of containers utilized may be changed depending on event needs.

Introduced: 11/5/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with the County of Santa Barbara to provide water testing and laboratory analysis at the County of Monterey Consolidated Chemistry Laboratory with a term of upon execution through June 30, 2026, for a total agreement amount of $5,000;
b. Approve non-standard provisions in the Agreement as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($500) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed amount over $5,500.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with the County of Santa Barbara to provide water testing and laboratory analysis at the County of Monterey Consolidated Chemistry Laboratory with a term of upon execution through June 30, 2026, for a total agreement amount of $5,000;
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SUMMARY:
The County of Monterey Health Department, Public Health Bureau, Consolidated Chemistry Laboratory requests approval of an Agreement with the County of Santa Barbara to provide them with fee-based E. coli, coliform, and Legionella testing services.

DISCUSSION:
The Consolidated Chemistry Laboratory is an Environmental Laboratory Accreditation Program (ELAP)-certified laboratory that routinely analyzes drinking water for bacterial and chemical contaminants. The Consolidated Chemistry Laboratory also conducts tests on samples derived from the environment for the purpose of assuring safe food, drinking water, reclaimed water, storm water run-off, and irrigation water. The Consolidated Chemistry Laboratory is one of only two local health department laboratories in California certified by the Centers for Disease Control and Prevention's

Environmental Legionella Isolation Techniques Evaluation (ELITE) program.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel has reviewed and approved this Agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions. Risk Manager has reviewed and approved the risk provisions.

FINANCING:
There is no cost to the County for this contract. This is a services contract for the County of Santa Barbara to pay the County of Monterey's Consolidated Chemistry Laboratory to test samples. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will provide fee-based E. coli, coliform, and Legionella testing services through its ELAP-certified Consolidated Chemistry Laboratory. As one of only two local health department labs in California certified by the CDC's ELITE program, the lab offers specialized testing to help ensure the safety of water and environmental samples, aligning with the Strategic Plan Goal of Well-Being and Quality of Life.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Patricia Velarde, Management Analyst II, 796-1377
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Introduced: 11/5/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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Mark a check to the related Board of Supervisors Strategic Plan Goals:

_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Patricia Velarde, Management Analyst II, 796-1377
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Docusign Envelope ID: A051DDE3-F06C-46E6-A374-F6B5198F3B7D

County of Santa Barbara
Purchasing Agent
260 N San Antonio Rd,
Santa Barbara, CA 93110

Order CN12479

Order date
7/10/2025

Delivery address
Santa Barbara County
PUBLIC HEALTH GEN ACCTG
300 N SAN ANTONIO RD
SANTA BARBARA, CA
93110
SHEA SOTO
805-681-4628;5177

Vendor
226286
COUNTY OF MONTEREY HEALTH DEPARTMENT

168 W ALISAL ST
SALINAS
CA
93901
PHContracts@countyofmonterey.gov

Bill To
Santa Barbara County
300 N SAN ANTONIO RD SANTA BARBARA, CA 93110 805-681-4628; 5177

Refer Inquiries to Buyer
Christian Garcia
cgarcia@countyofsb.org

Terms of payment
30 days

Item/Comments	Description	Preferred delivery date	Quantity	Unit	Price	Amount
000286-LABORATORY TESTING	Environmental laboratory testing/analysis as per attached Scope of Work.	2026-06-30	1.00	Lot	5,000.00	5,000.00

Order Total USD **5,000.00**

GENERAL: Environmental laboratory testing/analysis as per attached Scope of Work.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN 06/30/2026.

LIMITATIONS: Total expenditure for the period shall not exceed $5,000. Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

STANDARD TERMS AND CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2023 09 29) attached.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF TWO HUNDRED THOUSAND DOLLARS ($200,000).

The County has an Environmentally Preferred Purchasing Policy (EPPP) that encourages the use of products/services that promote sustainable green practices. The general goals of this policy are to reduce toxicity, conserve natural resources, materials and energy, and maximize recyclability and recycled content. To view our complete EPP policy, visit: https://www.countyofsb.org/4370/Environmentally-Preferable-Purchasing-Po.

In accordance with Section 2-96 of the County Code, if complaint is made that seller is engaging in discriminatory

employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order.

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 260 N San Antonio Rd, Santa Barbara, CA 93110.

Accepted By: (X) _____

Print Name/Title: _____ Date:_____

Applicable License # (Medical/Contractor/Etc.):_____

DocuSigned by:
Phung Loman
5995E83913B84A5...

Accepted By: (X) _____

Print Name/Title: Phung Loman Chief Procurement Officer Date: 10/2/2025 | 3:38 PM PDT

kfs

Signed by:
Kevin F. Serrano
CF464EA4829E4B5...

Kevin F. Serrano Deputy County Counsel 10/29/2025 | 4:04 PM PDT

County of Monterey

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

Jennifer Forsyth Auditor-Controller Analyst II 10/30/2025 | 8:49 AM PDT

Docusign Envelope ID: A051DDE3-F06C-46E6-A374-F6B5198F3B7D

Exhibit-A

Scope of Services

Monterey County Health Department Consolidated Chemistry Laboratory (MCHDCL) shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Environmental Laboratory testing/analysis services listed below as requested by the County of Santa Barbara:
   a. Total Coliforms and E. coli
   b. Legionella Testing
2. Laboratory methods used:
   a. CDC Legionella pneumophila culture method
   b. MCPHL lab developed PCR method
   c. Legiolert (IDEXX)
3. Sample equipment delivery methods: MCHDCL will ship sample bottles, swabs and cooler if needed. These items can also be picked up at the lab by a Santa Barbara County Public Health Department (SBCPHD) courier or SBCPHD staff.
4. Sample delivery methods: SBCPHD will ship samples to the MCHDCL in a cooler on ice overnight using FedEx or another overnight carrier. These items can also be picked up at the laboratory by a SBCPHD courier or SBCPHD staff.
5. Expected sample turnaround times is approximately 3 weeks, dependent upon sample quality, and number of samples submitted per sampling event. Samples are processed immediately; however, Legionella are slow growing on culture. PCR results are considered preliminary and may be available sooner until confirmation by a culture is available.
6. Preliminary and final laboratory results are submitted by MCHDCL to SBCPHD by email once completed. The laboratory can also notify SBCPHD by phone if requested.
7. Fiscal Year 2025/2026 rates: $138 per sample.

Docusign Envelope ID: A051DDE3-F06C-46E6-A374-F6B5198F3B7D

STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS ("Terms and Conditions") are entered into by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and the party identified as "Vendor" on the COUNTY Purchase Order ("Purchase Order") issued by COUNTY's Procurement Services Division and to which these Terms and Conditions are attached ("CONTRACTOR" and, together with COUNTY, collectively, the "Parties" and each individually a "Party"), effective as of the date of CONTRACTOR's signature on or other acceptance of the Purchase Order (defined below). **CONTRACTOR's signature on or other acceptance of the COUNTY Purchase Order issued by COUNTY's Procurement Services Division to which these Terms and Conditions are attached ("Purchase Order") means CONTRACTOR has read, accepted, and agreed to these Terms and Conditions.** These Terms and Conditions, together with the Purchase Order, including all attachments and exhibits hereto and thereto, collectively, shall be referred to in these Terms and Conditions as the "Contract" or the "Contract Documents," and each such document comprising the Contract shall individually be referred to as a "Contract Document". For the avoidance of doubt, the Contract and the Contract Documents include the Description of Services (defined below) and the Indemnification and Insurance Requirements (defined below).

1. **SCOPE OF SERVICES / COMPENSATION.** CONTRACTOR agrees to provide to COUNTY the services ("Services") and deliverables ("Deliverables"), and COUNTY agrees to pay CONTRACTOR, as set forth in the Description of Services attached to the Purchase Order and incorporated herein by reference ("Description of Services"). This Contract shall be administered by the COUNTY's Procurement Services Division, and payment hereunder shall be subject to satisfactory performance of the Services and delivery of the Deliverables in accordance with the terms and conditions of the Contract as determined by the Director of COUNTY's General Services Department, or such Director's designee ("Designee"). CONTRACTOR will be entitled to reimbursement for only those expenses specifically identified in the Description of Services.

2. **STATUS AS INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of the Services under this Contract as an independent contractor, and not as COUNTY's employee. CONTRACTOR understands and acknowledges that CONTRACTOR will not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR warrants that CONTRACTOR is authorized by law to perform all work contemplated in this Contract, and CONTRACTOR agrees to submit, upon request, verification of licensure or registration, or other applicable evidence of such official authorization.

3. **BILLING & PAYMENT.** CONTRACTOR shall submit invoice(s) for the Services to the COUNTY at the COUNTY's address set forth on the Purchase Order, in accordance with the invoicing procedures set forth in the Purchase Order or the Description of Services. Unless otherwise specified in the Contract, COUNTY will pay CONTRACTOR within thirty (30) days from COUNTY's receipt of invoice.

4. **TAXES.** COUNTY will not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such taxes paid, plus all interest and penalties assessed in connection therewith. Such taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. Notwithstanding the foregoing, if CONTRACTOR is using a non-California address or a California P.O. Box address for conducting its business with COUNTY, CONTRACTOR shall be subject to required nonresident withholding for Services that CONTRACTOR provides in California for COUNTY, unless CONTRACTOR is a government entity or CONTRACTOR provides COUNTY with a California withholding form that shows CONTRACTOR is exempt from withholding.

5. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest, and CONTRACTOR shall not acquire any employment or interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, CONTRACTOR will not employ any person or subcontractor having any such conflict interest. CONTRACTOR shall promptly disclose to COUNTY, in writing, any potential conflict of interest.

6. **OWNERSHIP AND INTELLECTUAL PROPERTY.**

A. CONTRACTOR and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by CONTRACTOR in connection with performing the Services to the extent developed or acquired by CONTRACTOR prior to the commencement or independently of this Contract (collectively, the "Pre-Existing Materials"), including all intellectual property rights therein.

B. Except as provided in Subsection A of this Section 6, above, COUNTY shall own all Deliverables provided to COUNTY in connection with the Services. CONTRACTOR hereby grants to COUNTY a fully-paid, perpetual license to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use, in whole or in part, all Pre-Existing Materials incorporated into any of the Services or Deliverables, and all other reports, data, documents and other materials comprising, and necessary for COUNTY's continued use of, the Services and Deliverables, whether or not performance under this Contract is completed or terminated prior to completion ("License"). CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided by this Section 6.B. In addition to and without limiting the provisions of the Indemnification and Insurance Requirements (defined below), CONTRACTOR warrants that none of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract shall infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against all claims that any of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims.

C. This Section 6 shall survive the expiration or termination of this Contract.

7. **COUNTY PROPERTY.** COUNTY's property, documents, data, and information (collectively, "COUNTY Property") provided for CONTRACTOR's use or otherwise made available to CONTRACTOR or to which CONTRACTOR or any of CONTRACTOR's employees, affiliates, or subcontractors has access in connection with the Services, shall remain COUNTY's property, and CONTRACTOR shall return and destroy all copies of any and all COUNTY Property at the direction of COUNTY. CONTRACTOR may use COUNTY Property only to the extent necessary to provide the Services. CONTRACTOR shall not disseminate or disclose any COUNTY Property, without COUNTY's prior written consent in each instance. All non-public, confidential or proprietary information of COUNTY (collectively, "Confidential Information") disclosed, or made available to, or otherwise accessed by or on behalf of CONTRACTOR, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this CONTRACT is confidential, and shall not be disclosed or copied by CONTRACTOR without the prior written consent of COUNTY in each instance. Confidential Information does not include information that is in the public domain or rightfully obtained by CONTRACTOR on a non-confidential basis from a third party. CONTRACTOR may use Confidential Information only to the extent necessary to provide the Services. This Section 7 shall survive the expiration or termination of this Contract.

8. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. COUNTY will have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Contract exceeds ten thousand dollars ($10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

9. **INSURANCE AND INDEMNIFICATION.** CONTRACTOR agrees to and shall at all times during the term of the Contract fully comply with the Indemnification and Insurance Requirements attached to the Purchase Order and incorporated herein by reference ("Indemnification and Insurance Requirements"). The indemnification provisions set forth in the Indemnification and Insurance Requirements shall survive the expiration or termination of the Contract.

10. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and CONTRACTOR agrees to comply with such ordinance.

11. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Contract, and that COUNTY has the right to negotiate with and enter into contracts with others providing the same or similar services as those CONTRACTOR provides.

12. **NON-ASSIGNMENT; PERMITTED SUBCONTRACTOR(S).** CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer, by operation of law or otherwise, this Contract or any of CONTRACTOR's rights or obligations under this Contract without COUNTY's prior written consent in each instance, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for immediate termination of this Contract by COUNTY. CONTRACTOR shall not enter into agreements with or otherwise engage any person or entity, including all subcontractors and affiliates of CONTRACTOR, other than CONTRACTOR's employees, to provide any Services to Customer without the prior written consent of COUNTY in each instance (each such approved subcontractor or other third party, a "Permitted Subcontractor"). COUNTY's consent with respect to a Permitted Subcontractor shall not relieve CONTRACTOR of any of its obligations under the CONTRACT, and CONTRACTOR shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Contract as if they were CONTRACTOR's own employees. CONTRACTOR shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of CONTRACTOR, are properly licensed, certified and accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services. CONTRACTOR shall require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment and license provisions of these Terms and Conditions. Nothing contained in this Contract shall create any contractual relationship between COUNTY and any subcontractor or supplier of CONTRACTOR.

13. **TERMINATION.**

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience**. COUNTY may terminate this Contract in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease the performance of Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of Services.

2. **For Non-appropriation of Funds**. Notwithstanding any other provision of this Contract, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Contract, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Contract in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term of the Contract.
3. **For Cause**. Should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part immediately upon written notice to CONTRACTOR. Upon receipt of such termination or suspension notice, CONTRACTOR shall immediately discontinue all Services (unless such notice directs otherwise) and notify COUNTY as to the status of its CONTRACTOR's performance of

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CONTRACTOR's obligations under this Contract. The date of termination shall be the date such notice is received by CONTRACTOR, unless such notice directs otherwise.

B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in the Description of Services, CONTRACTOR may, at CONTRACTOR's option terminate this Contract if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

C. Upon termination, CONTRACTOR shall deliver to COUNTY all COUNTY Property and all Deliverables, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory Services performed prior to the date of such termination in a prorated amount of the compensation due hereunder, less payments, if any, previously made by COUNTY to CONTRACTOR. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Contract, nor for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

14. **NOTICE.** *From CONTRACTOR:* CONTRACTOR must send or deliver any required notice to the Designee at the addresses specified for COUNTY set forth in the Purchase Order. *From COUNTY:* Designee must send or deliver any required notice to CONTRACTOR at the address set forth in the first paragraph of these Terms and Conditions, above. Notices sent under this section shall be given to their respective parties in writing, by personal delivery, email, or facsimile, or with postage mailed by US Postal Service first-class, receipt of which is unacknowledged, shall be deemed effective three days from date of mailing. Other notices shall be deemed effective upon delivery by hand, proof of delivery by nationally recognized overnight carrier, or written acknowledgement of receipt, whichever is earlier.

15. **ENTIRE AGREEMENT AND AMENDMENT.** This Contract contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing (duly executed by Designee and/or COUNTY's Chief Procurement Officer or designee) and by no other means. Each Party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. This Contract expressly conditions CONTRACTOR's acceptance on CONTRACTOR's agreement to these Terms and Conditions. These Terms and Conditions shall control and prevail over any terms and conditions contained in any other documentation, and expressly exclude all of CONTRACTOR's general terms and conditions, if any, and any other document issued by CONTRACTOR in connection with the Contract unless such document is duly executed by COUNTY.

16. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State, and Federal statutes, ordinances, and regulations in effect during the Term of this Contract. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY. Before the date on which the Services are to start, CONTRACTOR shall obtain and, at all times during the term of this Contract, maintain, all necessary licenses, permits, and consents applicable to the provision of the Services. CONTRACTOR shall comply with all rules, regulations and policies of COUNTY, including security procedures concerning systems and data and remote access thereto, building security procedures, including, but not limited to, the restriction of access by CONTRACTOR to certain areas of COUNTY premises or systems for security reasons, and general health and safety practices and procedures.

17. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

18. **ORDER OF PRECEDENCE.** Any ambiguity, conflict, or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence: (1) the Indemnification and Insurance Requirements; (2) these Terms and Conditions; (3) the Purchase Order; (4) the Description of Services, (5) any other Contract Documents comprising the Contract (a) as attachments to the Purchase Order, or (b) duly executed by both of the Parties after CONTRACTOR's acceptance of the Purchase Order.

19. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to COUNTY that none of CONTRACTOR and CONTRACTOR's employees and principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR shall not contract with any subcontractor that is so debarred or suspended.

20. **NO PUBLICITY OR ENDORSEMENT.** CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices or statements regarding COUNTY or its projects, without the prior written consent of COUNTY in each instance.

21. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. **SURVIVAL.** All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Contract shall survive such termination or expiration.

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24. **NO WAIVER.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Contract to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. **SUCCESSORS AND ASSIGNS.** These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns in accordance with these Terms and Conditions.

26. **EXECUTION IN COUNTERPARTS; AUTHORITY.** The Contract and these Terms and Conditions may be executed in counterparts and each shall be deemed an original, and all shall constitute the same instrument. Each of the Parties represents and warrants that such Party's respective signatories to the Contract have the power and authority to enter into this Contract in the capacities set forth in the Purchase Order, and such Party has fully complied with all formal requirements necessary for such Party to enter into this Contract and for this Contract to be legally binding on such Party. CONTRACTOR hereby certifies and warrants that entering into this Contract shall not cause CONTRACTOR to breach the terms or conditions of any other contract or agreement to which CONTRACTOR is a party or which is otherwise binding on CONTRACTOR.

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EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation**: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriates to the CONTRACTOR'S profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required

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insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
    i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
    iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Introduced: 11/5/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute an Agreement between the County of Monterey and the County of San Luis Obispo for the provision of testing Mycobacterium tuberculosis (Mtb) and other public health laboratory testing services, for a maximum County obligation of $30,000 for the term of January 1, 2026 through June 30, 2026;
b. Approve non-standard terms and indemnification provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($3,000) of the original agreement, do not significantly change the scope of services, and do not increase the total amount, not to exceed $33,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute an Agreement between the County of Monterey and the County of San Luis Obispo for the provision of testing Mycobacterium tuberculosis (Mtb) and other public health laboratory testing services, for a maximum County obligation of $30,000 for the term of January 1, 2026 through June 30, 2026;
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SUMMARY:
The County of Monterey Health Department requests an Agreement with the County of San Luis Obispo for public health laboratory services. San Luis Obispo County's Public Health Laboratory would provide up to $30,000 of testing from January 1, 2026 through June 30, 2026, to support public health laboratory services while HVAC repairs are being completed at the County of Monterey Health Department's Public Health Laboratory. The Agreement would assure continuity of critical services for local medical providers and the community during repairs.

DISCUSSION:
County of Monterey Health Department's Public Health Laboratory (PHL) provides clinical and environmental testing to support the programs of the Health Department as well as hospitals, clinics, other health care providers, private businesses, citizens, and local, state and federal authorities. The

PHL performs testing to prevent and control communicable diseases, rule out bioterrorism agents, identify contaminants in food and water, diagnose rabies virus in animals, and provide specialized testing for rare and novel diseases using tests that are not available in hospital and commercial laboratories. The PHL also serves as the area's Regional Laboratory for surrounding counties with limited public health laboratory testing capacity.

In early 2026, the PHL's facilities will undergo repairs and enhancements to their HVAC system. These repairs are necessary to ensure adequate air exchange in the PHL and its Biosafety Level III suites. The PHL will be required to suspend testing for certain airborne pathogens including Mycobacterium tuberculosis (Mtb) during repairs. The proposed Agreement will allow the PHL to send time-sensitive specimens to the San Luis Obispo County Public Health Laboratory when the PHL cannot conduct these analyses. The Agreement will assure critical services to local medical providers and the community are continued during repairs.

The County of San Luis Obispo requests that the County of Monterey Health Department, upon executing the agreement, submit it to its Board of Supervisors for approval and signature.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel and Auditor-Controller has reviewed and approved this agreement as to legal form and fiscal provisions, respectively.

FINANCING:
This agreement is funded by 65% Public Health Lab fee revenue and 35% Health Realignment. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement is necessary to ensure access to essential PHL testing services, including testing for Mycobacterium tuberculosis (Mtb). These services are critical for early detection, prevention, and control of infectious diseases, directly supporting the Strategic Plan Goal of Well-Being and Quality of Life by protecting community health and improving health outcomes.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:

_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
____ Administration

Prepared by: Patricia Velarde, Management Analyst, 796-1366
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report
Agreement

Introduced: 11/5/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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FINANCING:
This agreement is funded by 65% Public Health Lab fee revenue and 35% Health Realignment. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement is necessary to ensure access to essential PHL testing services, including testing for Mycobacterium tuberculosis (Mtb). These services are critical for early detection, prevention, and control of infectious diseases, directly supporting the Strategic Plan Goal of Well-Being and Quality of Life by protecting community health and improving health outcomes.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:

_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
____ Administration

Prepared by: Patricia Velarde, Management Analyst, 796-1366
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report

Agreement

Docusign Envelope ID: F7439C48-262E-4CB7-B2A2-2DF3C591D860

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

County of San Luis Obispo,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Mycobacterium tuberculosis (Mtb) and other public health laboratory testing services.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 30,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2026 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: County of San Luis Obispo Web Portal User Agreement

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 ~~During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

~~CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** ~~For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.~~

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Edward L. Moeno, MD, MPH, Health Officer and Director of Public Health	Glen M. Miller, PhD, HCLD(ABB) Director, Public Health Laboratory
Name and Title	Name and Title
County of Monterey Health Department 1270 Natividad Road, Salinas, CA 93906	2191 Johnson Avenue, San Luis Obisp, CA 93401
Address	Address
(831)755-4585	(805)781-5512
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by: Kevin F. Serrano CF464EA4829E4B5...
County Counsel

Date: 10/30/2025 | 1:13 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 10/31/2025 | 1:21 PM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

County of San Luis Obispo
Contractor/Business Name *

By: _____
(Signature of Chair, President, or Vice-President)

_____
Name and Title

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

_____
Name and Title

Date: _____

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
AND
County of San Luis Obispo, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.2 CONTRACTOR shall provide Mycobacterium tuberculosis (Mtb) and other public health laboratory testing services on an as needed basis.

A.1.3 COUNTY shall send the specimens by FedEx, using the COUNTY's Public Health Lab's account. Specimens will be packaged to meet CONTRACTOR temperature requirements.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $30,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

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Laboratory fee schedule is valid from July 1, 2025, to June 30, 2026

Departmen Public Health - Laboratory
Fund Cent 160-10

Fee Detail		FY 2025-26 FEE SCHEDULE
Fee Indicator #	Fee Description	Fee Amount
	LABORATORY DIVISION	
1000	Laboratory Fees	
1001	Aeromonas-Plesiomonas culture	$103.00
1002	Antibiotic susceptibility testing	$66.00
1003	Bacteriologic Isolate ID Setup	$104.00
1004	Bacteriology primary culture	$109.00
1005	Blood lead	$56.00
1006	Campylobacter culture	$100.00
1007	Chlamydia amplified assay (fomerly named Chlamydia amplified assay (Roche))	$37.00
1008	Enterovirus PCR	$160.00
1009	Concentration	$49.00
1010	Cyclospora direct exam	$134.00
1011	Direct microscope exam, food	$188.00
1012	Domoic acid, shellfish meat	$210.00
1013	E coli shigatoxin-producing, culture	$144.00
1014	Enteric pathogens culture, food	$208.00
1015	Enterococci, MPN	$56.00
1016	Gastrointestinal PCR Panel	$280.00
1017	Gonorrhea amplified assay (formerly named Gonorrhea amplified assay (Roche))	$37.00
1018	Gram stain	$48.00
1019	Helminth-Arthropod identification	$60.00
1020	Heterotrophic Plate Count	$87.00
1021	HIV antibody differentiation test	$118.00

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Departmen Public Health - Laboratory
Fund Cent 160-10

Fee Detail		FY 2025-26 FEE SCHEDULE
Fee Indicator #	Fee Description	Fee Amount
1022	HIV 1,2 antibody-ANTIGEN, Serum	$87.00
1023	Influenza virus PCR	$140.00
1024	Isospora special direct exam	$119.00
1025	M. tuberculosis amplification test	$157.00
1026	Measles Virus PCR	$160.00
1027	Microsporidia special direct exam	$91.00
1028	Misc. testing per hour	$153.00
1029	Mumps Virus PCR	$160.00
1030	AFB (mycobacteria) isolate ID setup (formerly named Mycobacterial isolate ID setup)	$104.00
1031	Mycology isolate ID setup	$121.00
1032	Mycology culture: primary specimen (formerly named Mycology culture)	$136.00
1033	Mycology direct exam	$63.00
1034	N gonorrhoeae culture	$55.00
1035	Non-diagnostic health assessment -single event program	$100.00
1036	Non-diagnostic health assessment-multiple event program	$150.00
1037	Norovirus PCR	$160.00
1038	Ova and Parasites	$117.00
1039	Parasite blood smear exam	$68.00
1040	Parasite Exam - Trichrome	$83.00
1041	Parasite wet mount, feces	$80.00
1042	Pinworm Examination	$56.00
1043	Pox virus PCR	$160.00
1044	Pseudomonas Count	$66.00
1045	Quantiferon Plus (formerly named Quantiferon batch size 17)	$108.00
1046	Rabies DFA	$196.00
1047	Pneumonia PCR Panel	$342.00

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Departmen Public Health - Laboratory
Fund Cent 160-10

Fee Detail		FY 2025-26 FEE SCHEDULE
Fee Indicator #	Fee Description	Fee Amount
1048	Respiratory PCR Panel	$256.00
1049	RPR, serum	$39.00
1050	RPR, serum, titer	$61.00
1051	Salmonella culture	$126.00
1052	Shiga-toxin EIA (formerly named Shigatoxin)	$262.00
1053	Shigella culture	$127.00
1054	Stool culture	$271.00
1055	Stool culture isolate ID setup	$101.00
1056	Streptococcus Culture	$54.00
1057	Surface Sanitation Culture	$38.00
1058	AFB (mycobacteria) culture (formerly named TB culture: non-tissue)	$112.00
1059	AFB (mycobacteria) fluorescent smear (formerly named TB fluorescent smear)	$60.00
1060	Tick Identification	$38.00
1061	Total coliforms-Ecoli,MPN	$55.00
1062	Total coliforms-Ecoli, presence/absence	$48.00
1063	TP-PA	$97.00
1064	Trichomonas vaginalis amplified assay (formerly named Trichomonas amplified assay (Roche))	$70.00
1065	Urgent Charge - per episode (Testing done outside regularly scheduled hours)	$209.00
1066	Urine culture	$62.00
1067	Varicella zoster antibody	$125.00
1068	Varicella zoster NAAT (formerly named Varicella Zoster PCR)	$138.00
1069	VDRL, CSF	$53.00

Docusign Envelope ID: F7439C48-262E-4CB7-B2A2-2DF3C591D860

Departmen Public Health - Laboratory
Fund Cent 160-10

Fee Detail		FY 2025-26 FEE SCHEDULE
Fee Indicator #	Fee Description	Fee Amount
1070	Vibrio culture	$101.00
1071	Yersinia enterocolitica culture	$102.00
1072	Legionella MPN, Water	$79.00
1073	Legionella culture, water	$239.00
1074	Mycoplasma genitalium amplication (formerly named Mycoplasma genitalium amplication (Roche))	$75.00
1075	Borrelia burgdorferi (Lyme disease) amplification	$48.00
1076	Herpes virus NAAT (formerly named Herpes virus amplification)	$138.00
1077	DNA/RNA Sequencing 2-8 isolates, Manual (formerly named DNA/RNA Sequencing 2-8 isolates)	$2,811.00
1078	NSSP Fecal coliforms, ocean water	$134.00
1079	NSSP Total coliforms, process water	$118.00
1080	NSSP Fecal coliforms, ocean shellfish	$274.00
1081	NSSP Fecal coliforms, process shellfish	$264.00
1082	Hepatitis C virus antibody	$0.00
1083	Coronavirus SARS-CoV2 Xpert RT_PCR	$128.00
1084	SARS-CoV2 NAAT (Panther) (formerly named Coronavirus SARS-CoV2 Roche RT_PCR)	$72.00
1085	Flu/SC2 CDC RT_PCR (formerly named Influenza virus /SARS-CoV2 PCR - CDC Flu SC2 RT-PCR)	$140.00
1086	Sequencing SC2 type	$266.00
1087	MALDI-TOF Identification: Bacteriology	$92.00

Docusign Envelope ID: F7439C48-262E-4CB7-B2A2-2DF3C591D860

Departmen Public Health - Laboratory
Fund Cent 160-10

Fee Detail		FY 2025-26 FEE SCHEDULE
Fee Indicator #	**Fee Description**	**Fee Amount**
1088	MALDI-TOF Identification: Mycobacteriology	$122.00
1089	MALDI-TOF Identification: Mycology	$114.00
1090	Reference laboratory sendout	
1091	SARS-CoV-2/Flu/RSV Xpert PCR	$162.00
1092	Bordetella (pertussis) NAAT (formerly named Bordetella NAAT)	$141.00
1093	Tissue homogenization (formerly named TB culture: tissue)	$59.00
1094	Salmonella/Shigella serogrouping	$75.00
1095	Mycology identification (procedure) (formerly named Mycology identification)	$109.00
1096	Legionella urinary antigen	$84.00
1097	Carba-R Xpert	$145.00
1098	DNA/RNA WGS each isolate (12/batch), Automated	$390.00
1099	Direct exam - KOH prep	$29.00
1100	Xpert HCV viral load	$160.00
1101	Candida auris PCR (Panther Fusion)	$122.00
1102	STAR-BL MALDI-TOF	$138.00
1103	HIV viral load (Panther)	$114.00

Test	**Fee**
AFB culture (without concentration)	$112
AFB fluorescent smear	$60
AFB concentration	$49
AFB tissue homogenization	$59
MTB complex NAAT	$157
AFB isolate identification (set-up)	$104
MALDI-TOF MS Mycobacterial ID	$122

There shall be no travel reimbursement allowed during this Agreement.

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B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be emailed to the following:

County of Monterey Health Department
Public Health Bureau – Accounts Payable
1270 Natividad Road.
Salinas, CA 93906
(831) 755-4500
412-phfiscal@countyofmonterey.gov

County of Monterey Health Department
Public Health Lab - Donna Ferguson
1270 Natividad Road
Salinas, CA 93906
(831) 755-4636
fergusond@countyofmonterey.gov

Invoices shall:

_____
Contractor

~~a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.~~

_____
County

b) Bear the Contractor's name as shown on the agreement.
c) Invoices should be submitted monthly.
d) Identify the billing and/or performance period covered by the invoice.
e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

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COUNTY OF SAN LUIS OBISPO
PUBLIC HEALTH LABORATORY

Phone: (805) 781-5507 | Fax: (805) 781-1023
www.sloPublicHealth.org/Lab

San Luis Obispo County Public Health Laboratory (SLO PHL) Web Portal User Agreement

By signing this Agreement, the user agrees to the following items:

1. Use only the login credentials authorized by SLO PHL and not share, distribute or otherwise divulge your login and password to any other individual, including co-workers.
2. Maintain a strong password and reset the password when prompted.
3. Not make any attempt to authenticate another user's login and password.
4. Only access test results required by your employer (SLO PHL client).
5. Report to the SLO PHL any discovery of information for SLO PHL clients other than your organization.
6. Comply with all federal, state and local laws, regulations, and ordinances regarding confidentiality of information.
7. Recognize that SLO PHL will monitor use of the web portal by individual users and that laboratory reports can be modified solely by SLO PHL.
8. Not perform any operation that may result in a breach of security or disable the web portal.

PRINT: First Name _____ Middle init. _____ Last Name _____

Your Organization _____ Your Title _____

Clinic locations/physician group for which access is needed _____ Date _____

User Signature _____ Phone _____ Email address _____

1. Scan a copy and email to gmmiller@co.slo.ca.us
   or
2. Fax a copy to 1-805-781-1023 Attn: Web Portal Request

2191 Johnson Avenue, San Luis Obispo, CA 93401

Docusign Envelope ID: F7439C48-262E-4CB7-B2A2-2DF3C591D860

Addendum No. 1

1) Section 7.01 (Termination) is deleted in its entirety and replaced with the following:

7.01 During the term of this Agreement, either County and/or CONTRACTOR may terminate the Agreement for any reason by giving written notice of termination to the other Party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

2) Section 7.01 (Termination) adding line item (7.04) with the following language:

7.04 Termination shall have no effect upon the rights and obligations of the parties arising out of any services, which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination.

3) Section 8.0 (Indemnification) is deleted in its entirety and replaced with the following.

8.0 MUTUAL LIABILITY:
Each party hereto agrees to be responsible and assumes mutual liability for its own wrongful or negligent acts or omissions, or those of its officers, agents and employees to the fullest extent required by law.

4) Section 10.06 (Format of Deliverables) is deleted in its entirety and replaced with the following:

10.06 Format of Deliverables: For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverable, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. The CONTRACTOR shall provide the County with access to test orders and results via an online web portal platform. The online web portal platform will be made available to County employees who have completed a Web Portal User Agreement Form attached and incorporated in as Exhibit B. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

4) Exhibit A., Section B.2, paragraph a). (Contractors Billing Procedures) is deleted in its entirety and replaced with the following:

a) Be prepared on letterhead containing the Contractor’s name and address. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by the authority as follows:

CONTRACTOR-COUNTY OF SAN LUIS OBISPO

Approved:

By: _____

_____
Name and Title

Date: _____

Approved:

By: _____

_____
Name and Title

Date: _____

Approved as to form and legal effect:
Jon Ansolabehere
County Counsel

By_____ Date: _____
Deputy County Counsel

COUNTY OF MONTEREY

Approved as to Form

By: Signed by: Kevin F. Serrano CF464EA4829E4B5...
Deputy County Counsel

Date: 10/30/2025 | 1:13 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 10/31/2025 | 1:21 PM PDT

Approved:

By: _____
Elsa Jimenez/ Director of Health

Date: _____

Approved:

By: _____
Contracts/Purchasing

Date: _____

Introduced: 10/28/2025

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment #1 to Agreement #5010-517 with the Alliance on Aging to provide Outreach, Ombudsman and Health Insurance Counseling and Advocacy (HICAP) and Medicare Improvements for Patients and Providers (MIPPA) services for seniors adding $82,974 for a new contract total of $600,808 with no change to the term of July 1, 2025, through June 30, 2026; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($60,081) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $660,889.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment #1 to Agreement #5010-517 with the Alliance on Aging to provide Outreach, Ombudsman and Health Insurance Counseling and Advocacy (HICAP) and Medicare Improvements for Patients and Providers (MIPPA) services for seniors adding $82,974 for a new contract total of $600,808, with no change to the term of July 1, 2025, through June 30, 2026; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($60,081) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $660,889.

SUMMARY:
This Agreement, awarded to the Alliance on Aging through RFP #10933 in May 2024, aligns with the Federal Older Americans Act (OAA) of 1965 to support community-based services for older adults (aged 60 and over), individuals with disabilities, and caregivers. Administered by the County of Monterey Department of Social Services under contract with the California Department of Aging, the Area Agency on Aging (AAA) has engaged the Alliance on Aging to provide Outreach, Ombudsman, Health Insurance Counseling and Advocacy Program (HICAP), and Medicare Improvements for Patients and Providers Act (MIPPA) services. These programs strengthen local efforts to promote independence, protect vulnerable seniors, and enhance the well-being and quality of life of older adults, individuals with disabilities, and caregivers through coordinated services across Monterey County.

DISCUSSION:
This Agreement will provide the following services:

- **Outreach:** Provides bilingual and bicultural services to educate and assist seniors in accessing and enrolling in available programs.
- **Ombudsman:** Protects the rights and well-being of elderly residents in Skilled Nursing and licensed residential care facilities by investigating complaints, facilitating resolutions, monitoring care conditions, and training program volunteers.
- **Health Insurance Counseling and Advocacy Program (HICAP):** Delivers comprehensive support to seniors in understanding, applying for, and maintaining Medicare coverage.
- **Medicare Improvements for Patients and Providers Act (MIPPA):** Expands outreach to Medicare beneficiaries to promote awareness of preventive, wellness, and low-income benefits; assists with applications for Low-Income Subsidy (LIS) and Medicare Savings Programs (MSPs); and conducts wellness and disease prevention education.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
Funding is provided by the Older Americans Act. Sufficient appropriations and estimated revenues in the Area Agency on Aging 001-5010-SOC10 are included in the FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement aligns with the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by supporting programs that enhance services promoting the health, independence, well-being, and quality of life of older adults, individuals with disabilities, and caregivers through coordinated efforts across Monterey County.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
_X__Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Administrative

Prepared by: Thom De La Cruz, Management Analyst, x3391

Approved by: Roderick Franks, Director, x4430

Attachment: Amendment No. 1
Original Agreement

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 10/28/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment #1 to Agreement #5010-517 with the Alliance on Aging to provide Outreach, Ombudsman and Health Insurance Counseling and Advocacy (HICAP) and Medicare Improvements for Patients and Providers (MIPPA) services for seniors adding $82,974 for a new contract total of $600,808, with no change to the term of July 1, 2025, through June 30, 2026; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($60,081) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $660,889.

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This Agreement will provide the following services:

- **Outreach:** Provides bilingual and bicultural services to educate and assist seniors in accessing and enrolling in available programs.
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- **Health Insurance Counseling and Advocacy Program (HICAP):** Delivers comprehensive support to seniors in understanding, applying for, and maintaining Medicare coverage.
- **Medicare Improvements for Patients and Providers Act (MIPPA):** Expands outreach to Medicare beneficiaries to promote awareness of preventive, wellness, and low-income benefits; assists with applications for Low-Income Subsidy (LIS) and Medicare Savings Programs (MSPs); and conducts wellness and disease prevention education.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
Funding is provided by the Older Americans Act. Sufficient appropriations and estimated revenues in the Area Agency on Aging 001-5010-SOC10 are included in the FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement aligns with the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by supporting programs that enhance services promoting the health, independence, well-being, and quality of life of older adults, individuals with disabilities, and caregivers through coordinated efforts across Monterey County.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
_X_ Well-Being and Quality of Life
___ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy
___ Administrative

Prepared by: Thom De La Cruz, Management Analyst, x3391

Approved by: Roderick Franks, Director, x4430

Attachment: Amendment No. 1
Original Agreement

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

COUNTY OF MONTEREY
Amendment No. 1 to Agreement No. 5010-517
Alliance on Aging

THIS AMENDMENT No. 1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and the Alliance on Aging (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an agreement to provide Outreach, Ombudsman and Health Insurance Counseling and Advocacy Program (HICAP) services and Medicare Improvements for Patients and Providers Act (MIPPA) services to adult aged 60 and older in Monterey County for a term of July 1, 2025 through June 30, 2026 with a total contract amount of $517,834 (hereinafter, "Original Agreement").

WHEREAS, the parties wish to amend the agreement via Amendment No. 1 by **adding $82,974** for a **new contract total** of **$600,808** with no change to the contract term.

AGREEMENT

NOW THEREFORE, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, incorporated herein by this reference, except as specifically set forth below.

1. **Section 1.0, Paragraph titled "GENERAL DESCRIPTION**" is hereby amended as follows: **"**The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement."

2. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** is hereby amended as follows: "County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA,** subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed **$600,808."**

3. **Exhibit AA**, Section A **"TOTAL FUNDING"** is hereby amended to the following: **$600,808.**

4. **Exhibit AA**, Section D **"CONTRACT AWARD INFORMATION"** is hereby amended to the following:
   "Federal Award Identification Number (FAIN): AAA-2526-32-01, AAA-2526-32-03, **AAA-2526-32-04, AAA-2526-32-05,** MI-2425-32, **and MI-2526-32"** and
   "CFDA and Dollar Amount:

   D.1 93.044 (Title III B, Outreach) $63,219
   D.2 93.044 (Title III B, Ombudsman) $134,342,
   D.3 93.042 (Title VII A, Ombudsman) $40,486,
   D.4 Ombudsman Citation (PHF) $3,623,
   D.5 Ombudsman Initiative (SHF) $**36,369**,
   D.6 Ombudsman Initiative (SNF) $17,208,
   D.7 HICAP and SHIP **$251,663,** and
   D.8 MIPPA (SHIP, AAA, and ADRC) **$53,898**".

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5. **Exhibit AA**, Section D **"CONTRACT AWARD INFORMATION"** is hereby amended to the following:
   "Department of Health and Human Services Administration for Community Living
   D.14 Health Insurance Counseling and Advocacy Program (HICAP), State Health Insurance Assistance Program (SHIP)
   D.15 Medicare Improvements for Patients and Providers (MIPPA), State Health Insurance Assistance Program (SHIP), Area Agency on Aging, and Aging and Disability Resource Connection (ADRC)"

6. **Exhibit AA,** Section G **"SERVICES TO BE PROVIDED BY CONTRACTOR"** shall be amended with the following:
   "CONTRACTOR shall provide the services outlined in **Exhibits AA,** A-1, A-2, A-3, A-4, A-5**,** and **AA-6**."

7. **Exhibit AA,** Section K **"AUDIT PROVISIONS"** shall be amended with the following:
   "CONTRACTOR is required to provide an audit as per the terms in **Exhibit G**. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in **Exhibits AA,** A-1, A-2, A-3, A-4, A-5**,** and **AA-6**."."

8. **Exhibit AA**, Section N **"INVOICE/PAYMENT PROVISIONS"** shall be amended with the following:
   "CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in Exhibits **AA,** A-1, A-2, A-3, A-4, A-5**,** and **AA-6**, Section A, Services to be Provided, and Section B, Performance Reporting."

9. **Exhibit AA,** Section N **"INVOICE/PAYMENT PROVISIONS"** shall be amended with the following:
   "COUNTY shall pay CONTRACTOR in accordance with **Exhibit BB**, Section I."

10. **Exhibit AA,** Section O "**PAYMENT SUMMARY**" reflects an increase of **$26,650** to the **Ombudsman Initiative SHF** funding type, and an increase **$14,423** to the **HICAP Federal SHIP** funding type, an increase of **$27,574** to the **MIPPA SHIP** funding type, an increase of **$9,357** to the **MIPPA AAA** funding type, and an increase of **$4,970** to the **MIPPA ADRC** funding type on the tables on pages 6 and 7.

11. **Exhibit AA,** Section O "**PAYMENT SUMMARY**" shall be amended with the following:
    "The amount payable by COUNTY to CONTRACTOR for Outreach and all Ombudsman Services for the period July 1, 2025, to June 30, 2026, shall not **exceed two hundred ninety-five thousand, two hundred and forty-seven dollars ($295,247)"**.

    "The total amount payable by COUNTY to CONTRACTOR for services supported by HICAP Reimbursements, State HICAP Fund, HICAP Fund Augmentation and Federal SHIP Funds for the period July 1, 2025, through March 31, 2026, shall not exceed **two hundred fifty-one thousand, six hundred and sixty-three dollars ($251,663)",** and

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"The total amount payable by COUNTY to CONTRACTOR for MIPPA Services for the period July 1, 2025, through **June 30, 2026**, shall not exceed **Fifty-three thousand eight hundred ninety-eight dollars ($53,898)",** and

"The maximum amount payable by COUNTY to CONTRACTOR for all services under this Agreement for the period July 1, 2025, through June 30, 2026, shall not exceed **six hundred thousand, eight hundred and eight dollars ($600,808)**."

This Agreement is funded by the California Department of Aging (CDA) **Agreements** #**AAA-2526-32-01**, AAA-2526-32-03, **AAA-2526-32-04, AAA-2526-32-05,** MI-2425-32, and **MI-2526-32**.", and "*(End of Exhibit **AA**)*".

12. **Exhibit AA-6,** reflects changes to the performance benchmark date of FY **2025-26**, reporting period ending of **June 30, 2026**, and **"Estimated Services Unit to be delivered"** date to **June 30, 2026**.

13. **Exhibit BB** replaces Exhibit B and references the new **Exhibits AA, CC-4, CC-5, and C-7**.

14. **Exhibit CC-4** replaces Exhibit C-4 and reflects the **addition of $26,650** for a **new total of $295,247**.

15. **Exhibit CC-5** replaces Exhibit C-5 and reflects the **addition of $14,423** for a **new total of $251,663**.

16. **Exhibit C-7** is added and reflects the **addition of $41,901** for a **new total of $53,898**.

17. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.

18. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

[signature page follows]

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: _____
DSS Director or Designee

Date: _____

Approved as to Form

By: DocuSigned by: Anne Brereton A46091E5DE63489...
Deputy County Counsel

Date: 10/27/2025 | 1:36 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor Controller's Office

Date: 10/28/2025 | 8:48 AM PDT

CONTRACTOR:

By: Signed by: 14CE37E1B1CF428... _____
(Chair, President, Vice-President)

Mary Brusuelas., Board President
(Print Name & Title)

Date: 10/24/2025 | 5:03 PM PDT

By: Signed by: Joel Jancsek B67C21C1CA4447B...
(Secretary, CFO, Treasurer)

Joel Jancsek, Treasurer
(Print Name and Title)

Date: 10/25/2025 | 12:21 PM PDT

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SCOPE OF SERVICES/PAYMENT PROVISIONS

ALLIANCE ON AGING

A. TOTAL FUNDING: $**600,808**

B. CONTRACT TERM: July 1, 2025 – June 30, 2026

C. CONTACT INFORMATION:

County Contract Monitor:
Thomas De La Cruz, Management Analyst III
Area Agency on Aging (AAA)
Department of Social Services (DSS),
Aging and Adult Services Branch (AAS)
730 La Guardia Street
Salinas, CA 93905
(831) 796-3391
delacruzt@countyofmonterey.gov

Contractor Information:
Michael MJ Donohue, Executive Director
(831) 655-4240
mjdonohue@allianceonaging.org

Disaster Preparedness Coordinator:
Jody Rogers, Director of Operations
(831) 758-4011

Location of Services:
Alliance on Aging
Salinas: 247 Main Street, Salinas CA 93901
Monterey: 280 Dickman Avenue, Monterey CA 93940

Days and Hours of Service:
Monday to Friday, 9am to 5pm. Closed noon to 1pm

D. CONTRACT AWARD INFORMATION:

CONTRACTOR UEI Number: G5RNR2HMXHM3
Date County Awarded Funding: 7/1/2025
Sub-award: State of California Department of Aging (CDA)
Federal Award Identification Number (FAIN): AAA-2526-32-01, AAA-2526-32-03**, AAA-2526-32-04, AAA-2526-32-05,** MI-2425-32, **and MI-2526-32**
CFDA and Dollar Amounts:
D.1 93.044 (Title III B, Outreach) $63,219
D.2 93.042 (Title III B, Ombudsman) $134,342
D.3 93.042 (Title VII A, Ombudsman) $40,486
D.4 Ombudsman Citation (PHF) $3,623
D.5 Ombudsman Initiative (SHF) $**36,369**
D.6 Ombudsman Initiative (SNF) $17,208
D.7 HICAP and SHIP $**251,663**
D.8 MIPPA (SHIP, AAA, and ADRC) $**53,898**
Federal Award Description:
D.9 Older Americans Act, Title III B, Supportive Services (Outreach & Ombudsman)

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D.10 Older Americans Act, Title VII A, Long Term Care Ombudsman
D.11 State Funds, Ombudsman Citation, Public Health Licensing & Certification Program Fund
D.12 State Funds, Ombudsman Initiative, State Health Facilities Citation Penalties Account
D.13 State Funds, Ombudsman Initiative, Quality & Accountability Senior Nursing Facilities

Department of Health and Human Services Administration for Community Living

D.14 Health Insurance Counseling and Advocacy Program (HICAP), State Health Insurance Assistance Program (SHIP)
D.15 Medicare Improvements for Patients and Providers (MIPPA), State Health Insurance Assistance Program (SHIP), Area Agency on Aging, and Aging and Disability Resource Connection (ADRC)

Research and Development: No
Indirect Cost Rate: 10%

E. BACKGROUND:

For over 20 years, the Area Agency on Aging (AAA) has contracted with Alliance on Aging to deliver essential services, including Outreach, Ombudsman, and Health Insurance Counseling and Advocacy Program, to older adults and individuals with disabilities. The Title III B Supportive Services Outreach program helps seniors maintain their independence and improve their quality of life by ensuring they are informed about available resources. The Title VII Ombudsman Program advocates for residents in long-term care facilities, such as nursing homes, addressing complaints, protecting residents' rights, and striving to enhance the quality of care. Additionally, the Health Insurance Counseling and Advocacy Program offers free, impartial guidance to older adults and individuals with disabilities, helping them navigate the complexities of health insurance options, including Medicare, and advocating for their healthcare needs.

F. COMPLIANCE REQUIREMENTS:

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws:

F.1 Clean Air Act, as amended. [42 USC § 7401]
F.2 Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
F.3 Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
F.4 State Contract Code (Cal. Pub. Con. Code § 10295 et seq.)
F.5 Unruh Civil Rights Act (Cal. Pub. Con. Code § 2010)
F.6 Occupational Safety and Health Administration applicable regulations [OSHA Act].

AAA Service Provider's Handbook: In addition, there are local requirements of the County of Monterey Area Agency on Aging (AAA) for all service providers outlined in the AAA Service Providers' Handbook, electronic version available upon request.

California Department of Aging (CDA) Program Guide: A Program Guide (or "Guide") has been created and is intended for use by CDA and the COUNTY and CONTRACTOR as a reference tool for the provision of Older Californians Act (OCA) and Older Americans Act

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(OAA) programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.

The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.

The Program Guide is maintained, updated, and revised by CDA. Updates are made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.

The official copy of the Program Guide shall be kept and maintained on CDA's webpage found here:
https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Memorandums_of_Understanding/

G. SERVICES TO BE PROVIDED BY CONTRACTOR:
CONTRACTOR shall provide the services outlined in **Exhibits AA, A-1, A-2, A-3, A-4, A-5** and **AA-6**, attached. Services shall be provided to residents of Monterey County.

H. AGING AND DISABILITY RESOURCE CONNECTION (ADRC):
CONTRACTOR shall be part of the Monterey County Aging and Disability Resource Connection (ADRC) no wrong door service delivery model, by joining the ADRC network, participating in meetings, referring, and sharing information to break down silos between programs and services for older adults, adults with disabilities, and their families.

H.1 Joining the ADRC network as a partner agency,
H.2 Participating in bi-monthly ADRC meetings,
H.3 Referring individuals to ADRC partner agencies,
H.4 Connecting individuals with other services through a warm hand-off when possible, and
H.5 Sharing information about your agency's services with ADRC partners.

I. TARGETING POLICY:
Recognizing that resources are limited, and not all the needs of older residents can be met through Older Americans Act funding, CONTRACTOR is required to ensure best efforts and attempts are demonstrated for reaching older adults in greatest economic and social need.

CONTRACTOR is required to target older adults who face the greatest economic and social need as defined in Title 45 CFR Section 1321.3 "Definitions."

- "Greatest economic need" means the need resulting from an income level at or below the Federal poverty threshold and as further defined by State and area plans based on local and individual factors, including geography and expenses.
- "Greatest social need" includes any of the following noneconomic factors: physical or mental disability, language barriers, and cultural, social, or geographical isolation due to, among other things, racial or ethnic status, Native American identity, religious affiliation, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, gender

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expression, chronic conditions, housing instability, food insecurity, lack of access to water, lack of transportation, and interpersonal safety concerns. Including any other status that restricts the ability of an individual to perform normal or routine daily tasks, threatens the capacity of the individual to live independently, or any other needs as further defined by area plans based on local factors.

Particular attention is required to serve older individuals that are:

- Low-income minorities
- Native Americans
- Residents in rural areas
- Limited English-Proficient (LEP) speakers
- At risk for institutionalization
- Older adults with disabilities
- Older adults with Alzheimer's disease or related dementias
- Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) persons
- Persons living with human immunodeficiency virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS) or other chronic conditions.

J. GETCARE LICENSES:

COUNTY will pay for one (1) GetCare license each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. To obtain additional licenses, e-mail bushml@countyofmonterey.gov. Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days.

K. AUDIT PROVISIONS:

CONTRACTOR is required to provide an audit as per the terms in **Exhibit G**. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in **Exhibits AA, A-1, A-2, A-3, A-4, A-5** and **AA-6**.

For expenditures that do not have CFDA numbers, the CONTRACTOR shall ensure that the State-funded expenditures are identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the County of Monterey.

L. EQUIPMENT:

CONTRACTOR must receive prior approval from COUNTY in writing for equipment purchases over $5,000. Property with per unit cost of $5,000 or more, all computing devices regardless of cost including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) regardless of cost, require justification and approval by COUNTY.

Competitive quotations shall be solicited for Equipment purchases and COUNTY will provide guidelines when quotes are required and how many quotes are required.

L.1 Less than $3,000 – One quote minimum is required.

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L.2 More than $3,000 but less than $15,000 – A minimum of two quotes is required.
L.3 Greater than $15,000 but less than $50,000 – Three quotes are required.

Prices may be obtained from competitive bids, catalogs, price lists, letter, telephone quotation, agreements, multi-user contact or verbally. The names of the businesses submitting quotations, date and amount of each quotation shall be recorded and maintained. The CONTRACTOR will select the quote that is most advantageous to the CONTRACTOR AND COUNTY. The action and results must be documented.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate.

Equipment must be received by June 30, 2026, for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Any equipment no longer needed by CONTRACTOR must be tendered to the COUNTY. Equipment purchase guidelines are outlined in **Exhibit D-5**. Current inventory listings of all equipment shall be maintained and updated with each contract and amended contract as needed (**Exhibits D-6 and D-7**).

M. PROGRAM INCOME:

Program income is defined as revenue generated by CONTRACTOR through contract-support activities and includes:

- Voluntary contributions received from a participant or other party for services rendered,
- Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement,
- Royalties received on patents and copyrights from contract-supported activities, and
- Proceeds from the sale of items purchased under a AAA agreement (REQUIRES WRITTEN APPROVAL FROM AAA).

It is required that the CONTRACTOR provide each recipient of a AAA funded service with an opportunity to voluntarily contribute. Those funds must be tracked and considered program income for that particular service. There shall be no tracking of recipients regarding contributions or lack of contributions. Estimated contributions are included in attached budgets and shall be used to expand the service.

All Program Income must be received within the contract term and must be spent by the end of the fiscal year, June 30, 2026.

N. INVOICE/PAYMENT PROVISIONS:

Claims for Payment shall be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered in order to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in **Exhibits AA, A-**

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1, A-2, A-3, A-4, A-5 and AA-6, Section A, Services to be Provided, and Section B, Performance Reporting.

Ten percent (10%) of the maximum amount of grant funds may be drawn down per month. Amounts greater than 10% may be approved by the County Contract Manager.

COUNTY shall pay CONTRACTOR in accordance with **Exhibit BB**, Section I. PAYMENT BY COUNTY. Claims for payment shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th day of the month for services rendered in the previous month.

For Title IIIB Outreach, Title VII and Ombudsman funded services the final invoice is due no later than June 10, 2026. CONTRACTOR acknowledges that all Title IIIB, Title VII and Ombudsman funding under this Agreement shall be exhausted by May 31, 2026; however, services shall continue through June 30, 2026, with other program funding and shall be recorded as Cash Match. For HICAP funded services the final invoice is due April 10, 2026, with HICAP funding under this Agreement exhausted by March 31, 2026. For MIPPA funded services the final invoice is due September 10, 2025, with all MIPPA funding under this Agreement exhausted by August 31, 2025.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 10, 2026.

O. PAYMENT SUMMARY:

Funding Type	*July 1, 2025 through June 30, 2026*
Title III B, Outreach	$63,219
Title III B, Ombudsman	$134,342
Title VII A, Ombudsman	$40,486
Ombudsman PHF	3,623
Ombudsman SHF	**$36,369**
Ombudsman SNF	$17,208
SUB-TOTAL:	**$295,247**

The amount payable by COUNTY to CONTRACTOR for Outreach and all Ombudsman Services for the period July 1, 2025, to June 30, 2026, shall not **exceed two hundred ninety-five thousand, two hundred and forty-seven dollars ($295,247)**.

Funding Type	*July 1, 2025 through March 31, 2026*
HICAP, Reimbursements	$84,506

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HICAP, State Fund	$42,257
HICAP, State Fund Augmentation	$52,789
HICAP, Federal SHIP	$**72,111**
SUB-TOTAL:	$**251,663**

The total amount payable by COUNTY to CONTRACTOR for services supported by HICAP Reimbursements, State HICAP Fund, HICAP Fund Augmentation and Federal SHIP Funds for the period July 1, 2025, through March 31, 2026, shall not exceed **two hundred fifty-one thousand, six hundred and sixty-three dollars ($251,663).**

Funding Type	*July 1, 2025 through August 31, 2025*	***September 1, 2025 through June 30, 2026***	***July 1, 2025 through June 30, 2026***
MIPPA SHIP	$6,101	**$27,574**	**$33,675**
MIPPA AAA	$2,812	**$9,357**	**$12,169**
MIPPA ADRC	$3,084	**$4,970**	**$8,054**
SUB-TOTAL:	$11,997	**$41,901**	**$53,898**

The total amount payable by COUNTY to CONTRACTOR for MIPPA Services for the period July 1, 2025, through June 30, 2026, shall not exceed **Fifty-three thousand eight hundred ninety-eight dollars ($53,898)**.

GRAND TOTAL:	**$600,808**

The maximum amount payable by COUNTY to CONTRACTOR for all services under this Agreement for the period July 1, 2025, through June 30, 2026, shall not exceed **six hundred thousand, eight hundred and eight dollars ($600,808)**.

This Agreement is funded by the California Department of Aging (CDA) Agreements #**AAA-2526-32-01**, AAA-2526-32-03, **AAA-2526-32-04, AAA-2526-32-05,** MI-2425-32 and **MI-2526-32**. The terms and conditions of these CDA Agreements are incorporated herein by reference, and on file with County's Department of Social Services. Upon request, County shall provide an electronic copy of the Agreements to CONTRACTOR.

*(End of Exhibit **AA**)*

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TITLE III-B (CFDA #93.044)
OUTREACH
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide outreach to Seniors 60 years of age or older. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

Outreach services shall be provided throughout all four regions of Monterey County by a bilingual/ bicultural (English/Spanish) staff person, who shall provide one-on-one contact through regular and predictable presence at identified sites. This staff person shall be dedicated exclusively to outreach activities. Printed materials for all senior service programs shall be regularly distributed by staff. An all-agency flyer and outreach schedule shall be developed and distributed in English and Spanish. It shall include names, contact numbers and websites for senior service programs. Outreach staff shall participate in local community groups and events in order to identify potential clients. Although staff will maintain the strong partnerships developed over the years, emphasis shall be placed on seeking out new and non-traditional partners and strategies for reaching this hard to serve population. Ties shall be strengthened between faith communities, local businesses, law enforcement, neighborhood watch groups and the schools. Staff shall develop closer and more regular contacts with rural community newspapers and radio stations.

Staff shall conduct Benefits Check-Up screenings to assist older adults and individuals with disabilities in determining their eligibility for services and supports and provide enrollment assistance as needed.

One-on-one contact with individuals at Senior Benefit Clinics. Individuals are screened, determined eligible for services, and enrollment assistance is provided when needed.

A.1 Supportive Services:

Outreach (Non-Registered)

Unit of Service Definition:

Interventions (one-on-one contacts) with individuals initiated by an agency or provider for the purpose of identifying potential clients (or their age 60+ caregivers) and encouraging their use of existing services and benefits.

Unit of Service Measurement:

1 Contact

Estimated Service Units to be delivered:

5,800 to include 150 Benefits Check-Up screenings

Benchmark of Service Units to be delivered:

by September 30th:	1,450 Units	(25%)
by December 31st:	2,900 Units	(50%)
by March 31st:	4,350 Units	(75%)
by June 30th:	5,800 Units	(100%)

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A.2 Supportive Services:

Transportation (Non-Registered, i.e., distribution of Monterey Salinas Transit bus passes)

Unit of Service Definition:

Transportation from one location to another. Does not include any other activity. May include travel vouchers and transit passes. Provide resources to older adults that meet pre-determined criteria and use provided signature logs for tracking purposes. Follow prescribed procedures as established.

Unit of Service Measurement:

1 One Way Trip

Estimated Service Units to be delivered: 4,200

300 (Weekly) Bus Passes = 14 Units Each

300 (Weekly) Bus Passes x 14 Units = 4,200 Total Units

Benchmark of Service Units to be delivered:

by September 30th:	75 Bus Passes = 1,050 Units (25%)
by December 31st:	150 Bus Passes = 2,100 Units (50%)
by March 31st:	225 Bus Passes = 3,150 Units (75%)
by June 30th:	300 Bus Passes = 4,200 Units (100%)

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. This is a non-registered service and, as a result, only summarized client and service data needs to be entered.

CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026, and July 10, 2026. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

CONTRACTOR shall provide participant signature logs to COUNTY for the distribution of Monterey Salinas Transit daily bus passes by the 10th day of the month for bus passes distributed in the previous month or as needed by the County Contract Manager.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide, if requested a corrective action plan to the COUNTY describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III-B requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total budgeted costs less program income and non-matching contributions, multiplied by the matching requirement percentage.

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If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request.

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TITLE III-B (CFDA #93.044)
OMBUDSMAN
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall investigate, verify, mediate and resolve complaints and problems on behalf of Monterey County residents of long-term care facilities involving their health, welfare, safety and rights. Services shall be provided throughout the County of Monterey. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

A.1 Service and Definition:
Complaint Resolution Rate: This rate is based on the number of partially resolved or fully resolved complaints, divided by the total number of complaints.
Benchmark is to achieve **69.0%** completion or higher

A.2 Service and Definition:
Work with Resident Councils: This begins with initial contact of appropriate staff/volunteers through continued participation at meetings.
Unit of Service Measurement: Each Council
Estimated Service Units to be delivered: Benchmark of **15** by June 30th

A.3 Service and Definition:
Work with Family Councils: This begins with initial contact of appropriate staff/volunteers through continued participation at meetings.
Unit of Service Measurement: Each Council
Estimated Service Units to be delivered: Benchmark of **1** by June 30th

A.4 Service and Definition:
Information and Assistance to Facility Staff: This includes the count of instances of Ombudsman representatives' interactions with facility staff for the purpose of providing general information and assistance unrelated to a complaint. Information and Assistance may be accomplished by telephone, letter, email, fax, or in-person.
Unit of Service Measurement: Each occurrence
Estimated Service Units to be delivered: Benchmark of **402** by June 30th

A.5 Service and Definition:
Information and Assistance to Individuals: This includes the count of instances of Ombudsman representatives' interactions with residents, family members, friends, and others in the community for the purpose of providing general information and assistance unrelated to a complaint. Information and Assistance may be accomplished by telephone, letter, email, fax, or in person.
Unit of Service Measurement: Each occurrence
Estimated Service Units to be delivered: Benchmark of **780** by June 30th

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B. PERFORMANCE REPORTING

CONTRACTOR shall report program data as required in the Ombudsman Data Integration Network (ODIN) Reporting System.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026, and July 10, 2026. CONTRACTOR to attach copy of ODIN data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-4**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the Area Agency on Aging (AAA) upon request describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III-B requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income and non-matching contributions, multiplied by the matching requirement percentage.

If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request.

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TITLE VII-A (CFDA #93.042)
OMBUDSMAN
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall investigate, verify, mediate and resolve complaints and problems on behalf of Monterey County residents of long-term care facilities involving their health, welfare, safety and rights. Services shall be provided throughout the County of Monterey. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

A.1 Service and Definition:

Community Education: This includes community education events where Ombudsman volunteers and/or staff participate in local health fairs, public gatherings, public meetings, or similar events to provide information or instruction to community members about the LTC Ombudsman Program or LTC issues. The number of sessions refers to the number of events, not the number of participants.
Unit of Service Measurement: Each event
Estimated Service Units to be delivered: Benchmark of **15** by June 30th

B. PERFORMANCE REPORTING

CONTRACTOR shall report program data as required in the Ombudsman Data Integration Network (ODIN) reporting system.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026, and July 10, 2026. CONTRACTOR shall attach a copy of ODIN data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-4**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title VII-A does not require a local cash/in-kind match.

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OMBUDSMAN INITIATIVE
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide advocacy services for residents in long-term care facilities in Monterey County. CONTRACTOR is federally mandated to do complaint investigation and resolution on behalf of these vulnerable residents and their families or representatives.

Funding under this Agreement shall be used to increase the number of Ombudsman volunteers working in skilled nursing facilities (SNFs). This project is part of the Governor's Long-Term Care Consumer Protection Initiative.

A.1 Service and Definition:
Facility coverage at skilled nursing residential care facilities where Ombudsman volunteers visit the facility and engage with residents and/or staff (other than respond to a complaint).

Benchmark is the percentage of facilities visited out of the total number in the County. The goal is to visit **100%** of the facilities each quarter.

B. PERFORMANCE REPORTING

CONTRACTOR shall report program data as required in the Ombudsman Data Integration Network (ODIN) reporting system.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026, and July 10, 2026. CONTRACTOR shall attach a copy of ODIN data report to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-4**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the COUNTY/AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

The Ombudsman Initiative requires no local cash/in-kind match.

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HICAP FUND
REIMBURSEMENTS (INS FUND), STATE HICAP FUND, HICAP AUGMENTATION FUND,
FEDERAL SHIP FUNDS (CFDA #92.324)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide health insurance counseling and advocacy services to (a) Medicare Beneficiaries, including Medicare Beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility and, (b) the public at large for Health Insurance Counseling and Advocacy Program (HICAP) community education services. Services shall be provided throughout the County of Monterey. CONTRACTOR must be in compliance with all Program Memoranda issued by the California Department of Aging.

A.1 Service and Definition:
Estimated Number of finalized intakes for each Public Service Area (PSA); Clients Counseled: **1,415**
Note: Clients Counseled equals the number of Intakes closed and finalized by the Program Manager.

A.2 Service and Definition:
Estimated Number of Public and Media Events: **159**
Note: Public and Media events include education/outreach presentations, booths/exhibits at health/senior fairs, and enrollment events, excluding public service announcements and printed outreach.

A.3 Service and Definition:
Estimated Number of Contacts for all Clients Counseled: **1,657**
Note: This includes all counseling contacts via telephone, in-person at home, in-person at site, and electronic contacts (e-mail, fax, etc.) for duplicated client counts.

A.4 Service and Definition:
Estimated Number of Persons Reached at Public and Media Events: **716**
Note: This includes the estimated number of attendees (e.g., people actually attending the event, not just receiving a flyer) reached through presentations, and those reached through booths/exhibits at health/senior fairs, and those enrolled at enrollment events, excluding public service announcements and printed outreach materials.

A.5 Service and Definition:
Estimated Number of Contacts with Beneficiaries with Medicare Status Due to a Disability: **153**
Note: This includes all counseling contacts via telephone, in-person at home, in-person at site, and electronic contacts (e-mail, fax, etc.). Results are duplicated client counts with Medicare beneficiaries due to disability and not yet age 65.

A.6 Service and Definition:
Estimated Unduplicated Number of Low-Income Beneficiaries: **299**

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Note: This is the number of unduplicated low-income Medicare beneficiary contacts and/or contacts that discussed low-income subsidy (LIS). Low income means 150 percent of the Federal Poverty Level (FPL).

A.7 Service and Definition:
Estimated Unduplicated number of English as Second Language Contacts: **720**
Note: This is the number of unduplicated English Second Language (ESL) where the Medicare beneficiary's Primary Language is not English.

A.8 Service and Definition:
Estimated Number of Enrollment and Enrollment Assistance Contacts: **2,086**
Note: This is the number of unduplicated enrollment contacts during which one or more qualifying enrollment topics were discussed. This includes all enrollment assistance, not just Part D

Benchmark of Services Provided: CONTRACTOR shall provide Twenty-five percent (25%) of services specified in Services 1 through 8 quarterly, as reported in the CONTRACTOR'S quarterly report. There shall be some fluctuation by quarter in the services specified in Services 1 through 8 as driven by customer demand. It is anticipated that by March 30, 2026, **100%** of specified services shall have been provided.

CONTRACTOR shall use the State HICAP fund augmentation to provide for the equivalent of at least 1.0 full-time Volunteer Coordinator.

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the CDA Statewide HICAP Automated Reporting System (SHARP) PeerPlace System by the 15th day of the month following the month of service. CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by July 15, 2025, October 15, 2025, January 15, 2026, and April 15, 2026. CONTRACTOR shall attach a copy of CDA SHARP PeerPlace data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-4**.

CONTRACTOR shall complete and submit the HICAP Semi-Annual Narrative Report (using a template provided by CDA) to the COUNTY for review and submission to CDA.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

HICAP does not require a local cash/in-kind match.

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MIPPA SHIP, MIPPA AAA, AND MIPPA ADRC
MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT
(CFDA #93.071)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

"Affordable Care Act (ACA) MIPPA" funding is contingent on meeting a minimum percent of the individual PSA's total performance benchmarks in FY 2025-26. CDA shall evaluate achievement of performance benchmarks for the reporting period ending June 30, 2026.

A.1 Service and Definition:
Medicare Improvements for Patients and Providers Act (MIPPA).
The MIPPA funds are specifically tied to the following Priority Areas and activities.

A.1.1 **MIPPA Priority Area 1 (SHIP)** – Activities must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive, wellness, and limited income benefits; application assistance to individuals who may be eligible for Low-Income Subsidy (LIS) beneficiaries or Medicare Savings Programs (MSPs); and outreach activities aimed at preventing disease and promoting wellness.

A.1.2 **MIPPA Priority Area 2 (AAA)** – Activities must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive, wellness, and limited income benefits; application assistance to individuals who may be eligible for LIS or MSPs; and outreach activities aimed at preventing disease and promoting wellness.

A.1.3 **MIPPA Priority Area #3 (ADRC Service Areas)** – Activities must include outreach in the ADRC Service Areas (Monterey County) regarding Medicare Part D benefits related to LIS beneficiaries and MSPs, and outreach activities aimed at preventing disease and promoting wellness. CONTRACTOR is encouraged to partner with our local ADRC and CCCIL to support the No Wrong Door approach and system.

A.1.4 **All Priority Areas** – SHIPs, AAAs, and ADRCs: Must conduct outreach activities aimed at preventing disease and promoting wellness.

Unit of Service Definition & Measurement:
Completed and submitted Low Income Subsidy (LIS) applications and Medicare Savings Plan (MSP) applications.

Estimated Service Units to be delivered:
Benchmark of **17** Service Units by **June 30, 2026**.

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B. PERFORMANCE REPORTING

Since MIPPA data reporting is wrapped under HICAP, CONTRACTOR shall enter MIPPA data monthly into the CDA Statewide HICAP Automated Reporting System (SHARP) PeerPlace System by the 10th day of the month following the month of service.

CONTRACTOR shall complete and submit the MIPPA Semi-Annual Narrative Report (using a template provided by CDA) to the COUNTY for review and submission to CDA.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of periods within the contract term. The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

C. MATCH REQUIREMENTS

MIPPA does not require a local cash/in-kind match.

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2, Exhibit C-3, Exhibit CC-4, Exhibit CC-5, Exhibit C-6.** and **Exhibit C-7**. Only the costs listed in **Exhibit C-1, Exhibit C-2, Exhibit C-3, Exhibit CC-4, Exhibit CC-5, Exhibit C-6,** and **Exhibit C-7** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2, Exhibit C-3, Exhibit CC-4, Exhibit CC-5, Exhibit C-6,** and **Exhibit C-7**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

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1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5,** and **Exhibit AA-6**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5,** and **Exhibit AA-6**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level,

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CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the

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administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

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4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

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b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Michael J. Donohue** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

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VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

OMBUDSMAN BUDGET

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Ombudsman Initiatives

Funding Source and Catalog

Check one:			
	State Funds	X	Public Health L & C Program Fund
	State Funds	X	State Health Facilities Citation Penalties Account
	State Funds	X	SNF Quality & Accountability

Budget Version

Check one:			
	Original		
Certification:	Revision	X	**9/22/2025**

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Milagros Perez, Director of Finance / 831.655-4248
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Michael MJ Donohue / 655-4240
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received: 10/01/25 MP
Completeness and Accuracy	Budget Approved by Fiscal Officer: 10/25 AM
Reviewed for Allowable Costs	Budget Approved by Program: 10/02/25 TDLC
Indirect Cost limit 10%	Get-Care Updated by Vendor:
No Required Match	Get-Care Verified by Fiscal Officer:
	Budget Template Last Updated: *3/26/25 Araceli Madrid*

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Agency Name: Alliance on Aging Ombudsman Initiatives

SECTION A:

BUDGET SUMMARY

Categories of Expenses	Public Health L & C Program Fund	State Health Facilities Citation Penalties Account	SNF Quality & Accountability	Total Budget
Personnel	**$ 3,581**	**$ 22,006**	**$ 16,973**	**$ 42,560**
Operating Expenses	**$ 42**	**$ 14,363**	**$ 235**	**$ 14,640**
Total	**$ 3,623**	**$ 36,369**	**$ 17,208**	**$ 57,200**

Source of Revenue		Public Health L & C Program Fund		State Health Facilities Citation Penalties Account		SNF Quality & Accountability		Total Budget	
		Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
AAA Grant		**$ 3,623**		**$ 36,369**		**$ 17,208**		**$ 57,200**	**$ -**
Project Income								**$ -**	$ -
Other Federal Funds	*Match*							**$ -**	$ -
	Non-Match							**$ -**	$ -
Other State Funds	*Match*							**$ -**	$ -
	Non-Match							**$ -**	$ -
County/City Funds	*Match*							**$ -**	$ -
	Non-Match							**$ -**	$ -
Private Grants	*Match*							**$ -**	$ -
	Non-Match							**$ -**	$ -
Net Fundraising	*Match*		$ -		$ -			**$ -**	$ -
	Non-Match							**$ -**	$ -
Totals by match	*Match*	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**	$ -
	Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**	$ -
TOTAL		**$ 3,623**		**$ 36,369**		**$ 17,208**		**$ 57,200**	

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SECTION B:

Alliance on Aging
Ombudsman Initiatives
SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program			Program Cost
			Public Health L & C Program Fund	State Health Facilities Citation Penalties Account	SNF Quality & Accountability	
1	Program Director	$38,212.00	0%	1%	1%	$ 879.00
1	Programs Manager	$65,640.00	0%	1%	1%	$ 1,510.00
1	Ombudsman Program Manager	$74,880.00	1%	3%	6%	$ 8,237.00
1	Staff Ombudsman	$47,757.00	1%	3%	6%	$ 5,253.00
1	Staff Ombudsman	$43,680.00	1%	22%	6%	$ 12,798.00
1	Staff Ombudsman	$34,320.00	1%	10%	6%	$ 6,023.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
	Total Salaries	$ 304,489.00	$ 2,920.00	$ 17,942.00	$ 13,838.00	$ 34,700.00
	Payroll Taxes- ERE		$ 223.00	$ 1,373.00	$ 1,059.00	$ 2,655.00
	Employee Benefits- ERE		$ 438.00	$ 2,691.00	$ 2,076.00	$ 5,205.00
	Total Paid Staff	**$ 304,489.00**	**$ 3,581.00**	**$ 22,006.00**	**$ 16,973.00**	**$ 42,560.00**

No.	In-Kind: Donated Services	Hourly Wage	% on Program			Program Cost
			Public Health L & C Program Fund	State Health Facilities Citation Penalties Account	SNF Quality & Accountability	
						$ -
						$ -
						$ -
						$ -
						$ -
	Total In-Kind Staff		**$ -**	**$ -**	**$ -**	**$ -**
	Total Personnel Costs	**$ 304,489**	**$ 3,581**	**$ 22,006**	**$ 16,973**	**$ 42,560**

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), column "Total Budget"

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SECTION C:

Alliance on Aging

Ombudsman Initiatives

OPERATING EXPENSES / EQUIPMENT AND INDIRECT COSTS

OPERATING EXPENSE & EQUIPMENT	Public Health L & C Program Fund		State Health Facilities Citation		SNF Quality & Accountability		Total Budget	
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
Travel							$ -	$ -
Training							$ -	$ -
Space			$ 10,726				$ 10,726	$ -
Food							$ -	$ -
Client Support							$ -	$ -
Equipment							$ -	$ -
Materials and Supplies							$ -	$ -
Operating Services							$ -	$ -
Indirect Cost 10 % limit of Grant Funding	$ 42		$ 3,637		$ 235		$ 3,914	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
Total Operating Expenses	42	-	14,363	-	235	-	14,640	-

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

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MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

HICAP BUDGET

BUDGET PERIOD: **July 1, 2025 - March 31, 2026**

Name of Agency: Alliance on Aging, Inc

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Health Insurance and Counseling Advocacy Program (HICAP)

Funding Source and Catalog #

State Funds	X	N/A	HICAP Fund
State Funds	X	N/A	Reimbursements (Ins Fund)
State Funds	X	N/A	HICAP Fund Augmentation
	X	92.324	Federal SHIP Funds

Check one: **Budget Version**

Original		
Revision	X	**9/22/2025**

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Milagros Perez, Director of Finance = 831.655.4248
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Michael MJ Donohue = 831.655.4240
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:
- Completeness and Accuracy
- Reviewed for Allowable Costs
- Indirect Cost limit 10%
- No Required Match

Date Budget Received:
Budget Approved by Fiscal Officer: 10/25 Araceli Madrid
Budget Approved by Program:
Get-Care Updated by Vendor:
Get-Care Verified by Fiscal Officer:
Budget Template Last Updated: 3/26/25 Araceli Madrid

Agency Name: Alliance on Aging, Inc

July 1, 2025 - March 31, 2026

Project Name: Health Insurance and Counseling Advocacy Program (HICAP)

SECTION A:

BUDGET SUMMARY

Categories of Expenses	HICAP FUND July-March	HICAP FUND April-June	Reimbursements July-March	Reimbursements April-June	Federal SHIP FUND July-March	Federal SHIP FUND April-June	Fund Augmentation July-March	Fund Augmentation April-June	Total Budget
Personnel	$ 24,972	$ -	$ 48,357	$ -	$ 46,576	$ -	$ 47,735	$ -	$ 167,640
Operating Expenses	$ 17,285	$ -	$ 36,149	$ -	$ 25,535	$ -	$ 5,054	$ -	$ 84,023
Total	$ 42,257	$ -	$ 84,506	$ -	$ 72,111	$ -	$ 52,789	$ -	$ 251,663

Source of Revenue		HICAP FUND July-March		HICAP FUND April-June		Reimbursements July-March		Reimbursements April-June		Federal SHIP FUND July-March		Federal SHIP FUND April-June		Fund Augmentation July-March		Fund Augmentation April-June		Total Budget	
		Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
AAA Grant		$ 42,257				$ 84,506				$ 72,111				$ 52,789				$ 251,663	$ -
Project Income																		$ -	$ -
Other Federal Funds	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
Other State Funds	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
County/City Funds	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
Private Grants	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
Net Fundraising	*Match*		$ -															$ -	$ -
	Non-Match																	$ -	$ -
Totals by Match	***Match***	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL		$ 42,257		$ -		$ 84,506		$ -		$ 72,111		$ -		$ 52,789		$ -		$ 251,663	

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Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

Agency Name: Alliance on Aging, Inc

Project Name: Health Insurance and Counseling Advocacy Program (HICAP)

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program								Program Cost
			HICAP FUND July-March	HICAP FUND April-June	Reimbursements July-March	Reimbursements April-June	Federal SHIP FUND July-March	Federal SHIP FUND April-June	Fund Augmentation July-March	Fund Augmentation April-June	
1	Executive Directo	$125,000.00	0.75%		1.71%		1.17%				$ 4,538.00
1	Program Director	$38,212.00	1.80%		3.40%		2.30%		0.07%		$ 2,893.00
1	Programs Manager	$61,360.00	1.80%		3.40%		2.30%		0.07%		$ 4,645.00
1	HICAP Program Manager	$69,680.00	10.40%		20.00%		14.00%		3.12%		$ 33,112.00
1	Program Specialist	$56,160.00	10.40%		20.00%		21.40%		3.12%		$ 30,843.00
1	Program Assistant	$43,680.00	10.40%		20.00%		28.50%		3.12%		$ 27,090.00
1	Program Assistant/VC	$40,188.00							83.51%		$ 33,561.00
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
	Total Salaries	$ 434,280.00	$ 20,360.00	$ -	$ 39,427.00	$ -	$ 37,975.00	$ -	$ 38,920.00	$ -	$ 136,682.00
	Payroll Taxes- ERE		$ 1,558.00	$ -	$ 3,016.00	$ -	$ 2,905.00	$ -	$ 2,977.00	$ -	$ 10,456.00
	Employee Benefits- ERE		$ 3,054.00	$ -	$ 5,914.00	$ -	$ 5,696.00	$ -	$ 5,838.00	$ -	$ 20,502.00
	Total Paid Staff	**$ 434,280.00**	**$ 24,972.00**	**$ -**	**$ 48,357.00**	**$ -**	**$ 46,576.00**	**$ -**	**$ 47,735.00**	**$ -**	**$ 167,640.00**

No.	In-Kind: Donated Services	Hourly Wage	% on Program								Program Cost
			HICAP FUND July-March	HICAP FUND April-June	Reimbursements July-March	Reimbursements April-June	Federal SHIP FUND July-March	Federal SHIP FUND April-June	Fund Augmentation July-March	Fund Augmentation April-June	
											$ -
											$ -
											$ -
											$ -
											$ -
	Total In-Kind Staff		$ -	$ -	$ -	$ -	$ -	$ -			$ -
	Total Personnel Costs	**$ 434,280**	**$ 24,972**	**$ -**	**$ 48,357**	**$ -**	**$ 46,576**	**$ -**	**$ 47,735**	**$ -**	**$ 167,640.00**

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Agency Name: 0 Alliance on Aging, Inc

Project Name: OPERATING EXPENSE Health Insurance and Counseling Advocacy Program (HICAP)

SECTION C:
OPERATING EXPENSES

OPERATING EXPENSE	HICAP FUND July-March		HICAP FUND April-June		Reimbursements July-March		Reimbursements April-June		Federal SHIP FUND July-March		Federal SHIP FUND April-June		Fund Augmentation July-March		Fund Augmentation April-June		Total Budget	
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
*Travel	$ 462				$ 935				$ 603								$ 2,000	$ -
Training	$ 1,000				$ 2,000				$ 1,000								$ 4,000	$ -
Space	$ 3,542				$ 6,484				$ 2,358								$ 12,384	$ -
Food	$ 230				$ 558				$ 412								$ 1,200	$ -
Client Support																	$ -	$ -
Equipment	$ 1,048				$ 1,521				$ 455								$ 3,024	$ -
Materials and Supplies	$ 892				$ 3,304				$ 1,904								$ 6,100	$ -
Operating Expenses	$ 5,886				$ 13,097				$ 11,689				$ 436				$ 31,108	$ -
Indirect Cost: 10% limit of Grant	$ 4,225				$ 8,250				$ 7,114				$ 4,618				$ 24,207	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
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																	$ -	$ -
																	$ -	$ -
Total Operating Expenses	**17,285**	**-**	**-**	**-**	**36,149**	**-**	**-**	**-**	**25,535**	**-**	**-**	**-**	**5,054**	**-**	**-**	**-**	**84,023**	**-**

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at:*
http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.

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MONTEREY COUNTY AREA AGENCY ON AGING

PLANNING AND SERVICE AREA NO. 32

MIPPA BUDGET

BUDGET PERIOD: **September 1, 2025 - June 30, 2026**

Name of Agency: Alliance on Aging

Address of Agency: 247 Main Street

Salinas CA 93901

Project Name: Medicare Improvements for Patients and Providers Act (MIPPA)

Funding Source and Catalog

Check one:				
	Federal Funds	X	93.071	MIPPA: Priority Area 1 SHIPs
	Federal Funds	X	93.071	MIPPA: Priority Area 2 AAAs
	Federal Funds	X	93.071	MIPPA: Priority Area 3 ADRC

Budget Version

Check one:			
	Original		
Certification:	Revision	X	**9/22/2025**

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Milagros Perez, Director of Finance = 831.655.4248
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Michael MJ Donohue = 831.655.4240
Executive Director's Name (Printed) and telephone number

Received at Area Agency on Aging:	Reviewed for: completeness and accuracy
	No match requirement
	Reviewed for Allowable Costs
	10% Indirect Cost limit
	Budget Approved by Fiscal: 10/25 Araceli Madrid
Budget Template Last Updated:	Budget Approved by Program: 10/2/25 TDLC
3/27/24 Araceli Madrid	Get Care Updated by Vendor:
	Get Care Verified by Fiscal: 10/25 Araceli Madrid

Agency Name: Alliance on Aging Medicare Improvements for Patients and Providers Act (MIPPA)

SECTION A:

BUDGET SUMMARY

Categories of Expenses	MIPPA: Priority Area 1 SHIPs	MIPPA: Priority Area 2 AAAs	MIPPA: Priority Area 3 ADRC	Total Budget
Personnel	$ 24,418	$ 8,421	$ 4,473	$ 37,312
Operating Expenses	$ 3,156	$ 936	$ 497	$ 4,589
Total	$ 27,574	$ 9,357	$ 4,970	$ 41,901

Source of Revenue		MIPPA: Priority Area 1 SHIPs		MIPPA: Priority Area 2 AAAs		MIPPA: Priority Area 3 ADRC		Total Budget	
		Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
AAA Grant		$ 27,574		$ 9,357		$ 4,970		$ 41,901	$ -
Project Income									
Other Federal Funds	*Matching*							$ -	$ -
	Non-matching							$ -	$ -
Other State Funds	*Matching*							$ -	$ -
	Non-matching							$ -	$ -
County/City Funds	*Matching*							$ -	$ -
	Non-matching							$ -	$ -
Private Grants								$ -	$ -
	Non-matching							$ -	$ -
Net Fundraising	*Matching*		$ -		$ -			$ -	$ -
	Non-matching							$ -	$ -
Totals by match	*Matching*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Non-matching	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL		$ 27,574		$ 9,357		$ 4,970		$ 41,901	
			$ -		$ 0		$ -		$ 0

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SECTION B:

Alliance on Aging
Medicare Improvements for Patients and Providers Act (MIPPA)
SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program			Program Cost
			MIPPA: Priority Area 1 SHIPs	**MIPPA: Priority Area 2 AAAs**	**MIPPA: Priority Area 3 ADRC**	
1	Program Manager	$69,680.00		8%		$ 5,574.00
1	Development Director	$84,094.00	10%			$ 8,409.00
1	Program Specialist	$60,320.00		2%	7%	$ 5,362.00
1	Program Assistant	$42,000.00	33%			$ 13,860.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
	Total Salaries	$ 256,094.00	$ 22,269.00	$ 6,781.00	$ 4,156.00	$ 33,206.00
	Payroll Taxes- ERE		$ 1,704.00	$ 519.00	$ 317.00	$ 2,540.00
	Employee Benefits- ERE		$ 445.00	$ 1,121.00		$ 1,566.00
	Total Paid Staff	**$ 256,094.00**	**$ 24,418.00**	**$ 8,421.00**	**$ 4,473.00**	**$ 37,312.00**

No.	In-Kind: Donated Services	Hourly Wage	% on Program			Program Cost
			MIPPA: Priority Area 1 SHIPs	**MIPPA: Priority Area 2 AAAs**	MIPPA: Priority Area 3 ADRC	
						$ -
						$ -
						$ -
						$ -
						$ -
	Total In-Kind Staff	$ -	$ -	$ -	$ -	$ -
	Total Personnel Costs	**$ 256,094**	**$ 24,418**	**$ 8,421**	**$ 4,473**	**$ 37,312**

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Sec A), column "Total Budget"

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SECTION C:

Alliance on Aging

Medicare Improvements for Patients and Providers Act (MIPPA)

OPERATING EXPENSES / EQUIPMENT
AND INDIRECT COSTS

OPERATING EXPENSE & EQUIPMENT	MIPPA: Priority Area 1 SHIPs		MIPPA: Priority Area 2 AAAs		MIPPA: Priority Area 3 ADRC		Total Budget	
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
*Travel	$ 399						$ 399	$ -
Training							$ -	$ -
Space							$ -	$ -
Food							$ -	$ -
Client Support							$ -	$ -
Equipment							$ -	$ -
Materials and Supplies							$ -	$ -
Operating Services							$ -	$ -
Indirect Costs: 10% limit of Grant Funding	$ 2,757		$ 936		$ 497		$ 4,190	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
Total Operating Expenses	3,156	-	936	-	497	-	4,589	-

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at:*
http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Alliance on Aging,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Outreach, Ombudsman, Health Insurance Counseling and Advocacy (HICAP) services and Medicare Improvements for Patients and Providers Act (MIPPA) services to adult aged 60 and older in Monterey County.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 517,834

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2025 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

See page 11(a) for a list of Exhibits

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Roderick W. Franks, Director	John McPherson, Executive Director
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas, CA 93901	247 Main Street, Salinas, CA 93901
Address	Address
831-755-4430	831-758-4011
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: DocuSigned by: Roderick Franks
Department Head (if applicable)

Date: 6/18/2025 | 4:03 PM PDT

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Anne Brereton
County Counsel

Date: 6/4/2025 | 9:57 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz
Auditor/Controller

Date: 6/4/2025 | 1:23 PM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Alliance on Aging
Contractor/Business Name *

By: Signed by:
(Signature of Chair, President, or Vice-President)

Board Pre
Name and Title

Date: 6/3/2025 | 4:55 PM PDT

By: Signed by: Joel Jancsek
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Joel Jancsek, Treasurer
Name and Title

Date: 6/3/2025 | 5:48 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Alliance on Aging

Exhibit A	Scope of Services/Payment Provisions
Exhibit A-1	Sope of Services – Title III B, Outreach
Exhibit A-2	Scope of Services – Title III B, Ombudsman
Exhibit A-3	Scope of Services – Title VII A, Ombudsman
Exhibit A-4	Scope of Services – Ombudsman Initiative
Exhibit A-5	Scope of Services – HICAP
Exhibit A-6	Scope of Services – MIPPA
Exhibit B	DSS Additional Provisions
Exhibit C-1	Budget – Title III B, Outreach
Exhibit C-2	Budget – Title III B, Ombudsman
Exhibit C-3	Budget – Title VII A, Ombudsman
Exhibit C-4	Budget – Ombudsman Initiative
Exhibit C-5	Budget – HICAP and SHIP
Exhibit C-6	Budget – MIPPA (SHIP, AAA, and ADRC)
Exhibit D-1	Sample Invoice
Exhibit D-2	Sample Annual Closeout Summary
Exhibit D-3	Equipment Acquisition Report
Exhibit D-4	Sample Quarterly Narrative Report
Exhibit D-5	Equipment Purchase Guidelines
Exhibit D-6	Inventory Listing (AAA Area Plan Funded Inventory)
Exhibit D-7	Inventory Listing (AAA HICAP Funded Inventory)
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs
Exhibit H	Elder Abuse & Neglect Reporting Certification

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SCOPE OF SERVICES/PAYMENT PROVISIONS

ALLIANCE ON AGING

A. TOTAL FUNDING: $517,834

B. CONTRACT TERM: July 1, 2025 – June 30, 2026

C. CONTACT INFORMATION:

County Contract Monitor: Thomas De La Cruz, Management Analyst III
Area Agency on Aging (AAA)
Department of Social Services (DSS),
Aging and Adult Services Branch (AAS)
730 La Guardia Street
Salinas, CA 93905
(831) 796-3391
delacruzt@countyofmonterey.gov

Contractor Information: John McPherson, Executive Director
(831) 758-4011

Disaster Preparedness Coordinator: Jody Rogers, Director of Operations
(831) 758-4011

Location of Services: Alliance on Aging
Salinas: 247 Main Street, Salinas CA 93901
Monterey: 280 Dickman Avenue, Monterey CA 93940

Days and Hours of Service: Monday to Friday, 9am to 5pm. Closed noon to 1pm

D. CONTRACT AWARD INFORMATION:

CONTRACTOR UEI Number: G5RNR2HMXHM3
Date County Awarded Funding: 7/1/2025
Sub-award: State of California Department of Aging (CDA)
Federal Award Identification Number (FAIN): AAA-2526-32-03 and MI-2425-32
CFDA and Dollar Amounts:
D.1 93.044 (Title III B, Outreach) $63,219
D.2 93.042 (Title III B, Ombudsman) $134,342
D.3 93.042 (Title VII A, Ombudsman) $40,486
D.4 Ombudsman Citation (PHF) $3,623
D.5 Ombudsman Initiative (SHF) $9,719
D.6 Ombudsman Initiative (SNF) $17,208
D.7 HICAP and SHIP $237,240
D.8 MIPPA (SHIP, AAA, and ADRC) $11,997
Federal Award Description:
D.9 Older Americans Act, Title III B, Supportive Services (Outreach & Ombudsman)
D.10 Older Americans Act, Title VII A, Long Term Care Ombudsman

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D.11 State Funds, Ombudsman Citation, Public Health Licensing & Certification Program Fund
D.12 State Funds, Ombudsman Initiative, State Health Facilities Citation Penalties Account
D.13 State Funds, Ombudsman Initiative, Quality & Accountability Senior Nursing Facilities
Research and Development: No
Indirect Cost Rate: 10%

E. BACKGROUND:

For over 20 years, the Area Agency on Aging (AAA) has contracted with Alliance on Aging to deliver essential services, including Outreach, Ombudsman, and Health Insurance Counseling and Advocacy Program, to older adults and individuals with disabilities. The Title III B Supportive Services Outreach program helps seniors maintain their independence and improve their quality of life by ensuring they are informed about available resources. The Title VII Ombudsman Program advocates for residents in long-term care facilities, such as nursing homes, addressing complaints, protecting residents' rights, and striving to enhance the quality of care. Additionally, the Health Insurance Counseling and Advocacy Program offers free, impartial guidance to older adults and individuals with disabilities, helping them navigate the complexities of health insurance options, including Medicare, and advocating for their healthcare needs.

F. COMPLIANCE REQUIREMENTS:

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws:

F.1 Clean Air Act, as amended. [42 USC § 7401]
F.2 Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
F.3 Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
F.4 State Contract Code (Cal. Pub. Con. Code § 10295 et seq.)
F.5 Unruh Civil Rights Act (Cal. Pub. Con. Code § 2010)
F.6 Occupational Safety and Health Administration applicable regulations [OSHA Act].

AAA Service Provider's Handbook: In addition, there are local requirements of the County of Monterey Area Agency on Aging (AAA) for all service providers outlined in the AAA Service Providers' Handbook, electronic version available upon request.

California Department of Aging (CDA) Program Guide: A Program Guide (or "Guide") has been created and is intended for use by CDA and the COUNTY and CONTRACTOR as a reference tool for the provision of Older Californians Act (OCA) and Older Americans Act (OAA) programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.

The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.

The Program Guide is maintained, updated, and revised by CDA. Updates are made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal

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and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.

The official copy of the Program Guide shall be kept and maintained on CDA's webpage found here:
https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Memorandums_of_Understanding/

G. SERVICES TO BE PROVIDED BY CONTRACTOR:

CONTRACTOR shall provide the services outlined in **Exhibits A, A-1, A-2, A-3, A-4, A-5** and **A-6**, attached. Services shall be provided to residents of Monterey County.

H. AGING AND DISABILITY RESOURCE CONNECTION (ADRC):

CONTRACTOR shall be part of the Monterey County Aging and Disability Resource Connection (ADRC) no wrong door service delivery model, by joining the ADRC network, participating in meetings, referring, and sharing information to break down silos between programs and services for older adults, adults with disabilities, and their families.

H.1 Joining the ADRC network as a partner agency,
H.2 Participating in bi-monthly ADRC meetings,
H.3 Referring individuals to ADRC partner agencies,
H.4 Connecting individuals with other services through a warm hand-off when possible, and
H.5 Sharing information about your agency's services with ADRC partners.

I. TARGETING POLICY:

Recognizing that resources are limited and not all the needs of older residents can be met through Older Americans Act funding, CONTRACTOR is required to ensure best efforts and attempts are demonstrated for reaching older adults in greatest economic and social need.

CONTRACTOR is required to target older adults who face the greatest economic and social need as defined in Title 45 CFR Section 1321.3 "Definitions."

- "Greatest economic need" means the need resulting from an income level at or below the Federal poverty threshold and as further defined by State and area plans based on local and individual factors, including geography and expenses.
- "Greatest social need" includes any of the following noneconomic factors: physical or mental disability, language barriers, and cultural, social, or geographical isolation due to, among other things, racial or ethnic status, Native American identity, religious affiliation, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, gender expression, chronic conditions, housing instability, food insecurity, lack of access to water, lack of transportation, and interpersonal safety concerns. Including any other status that restricts the ability of an individual to perform normal or routine daily tasks, threatens the capacity of the individual to live independently, or any other needs as further defined by area plans based on local factors.

Particular attention is required to serve older individuals that are:

- Low-income minorities
- Native Americans

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- Residents in rural areas
- Limited English-Proficient (LEP) speakers
- At risk for institutionalization
- Older adults with disabilities
- Older adults with Alzheimer's disease or related dementias
- Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) persons
- Persons living with human immunodeficiency virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS) or other chronic conditions.

J. GETCARE LICENSES:

COUNTY will pay for one (1) GetCare license each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. To obtain additional licenses, e-mail bushml@countyofmonterey.gov. Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days.

K. AUDIT PROVISIONS:

CONTRACTOR is required to provide an audit as per the terms in **Exhibit G**. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in **Exhibits A, A-1, A-2, A-3, A-4, A-5** and **A-6**.

For expenditures that do not have CFDA numbers, the CONTRACTOR shall ensure that the State-funded expenditures are identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the County of Monterey.

L. EQUIPMENT:

CONTRACTOR must receive prior approval from COUNTY in writing for equipment purchases over $5,000. Property with per unit cost of $5,000 or more, all computing devices regardless of cost including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) regardless of cost, require justification and approval by COUNTY.

Competitive quotations shall be solicited for Equipment purchases and COUNTY will provide guidelines when quotes are required and how many quotes are required.

L.1 Less than $3,000 – One quote minimum is required.
L.2 More than $3,000 but less than $15,000 – A minimum of two quotes is required.
L.3 Greater than $15,000 but less than $50,000 – Three quotes are required.

Prices may be obtained from competitive bids, catalogs, price lists, letter, telephone quotation, agreements, multi-user contact or verbally. The names of the businesses submitting quotations, date and amount of each quotation shall be recorded and maintained. The CONTRACTOR will select the quote that is most advantageous to the CONTRACTOR AND COUNTY. The action and results must be documented.

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Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate.

Equipment must be received by June 30, 2026, for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Any equipment no longer needed by CONTRACTOR must be tendered to the COUNTY. Equipment purchase guidelines are outlined in **Exhibit D-5**. Current inventory listings of all equipment shall be maintained and updated with each contract and amended contract as needed (**Exhibits D-6 and D-7**).

M. PROGRAM INCOME:

Program income is defined as revenue generated by CONTRACTOR through contract-support activities and includes:

- Voluntary contributions received from a participant or other party for services rendered;
- Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement;
- Royalties received on patents and copyrights from contract-supported activities; and
- Proceeds from the sale of items purchased under a AAA agreement (REQUIRES WRITTEN APPROVAL FROM AAA).

It is required that the CONTRACTOR provide each recipient of a AAA funded service with an opportunity to voluntarily contribute. Those funds must be tracked and considered program income for that particular service. There shall be no tracking of recipients regarding contributions or lack of contributions. Estimated contributions are included in attached budgets and shall be used to expand the service.

All Program Income must be received within the contract term and must be spent by the end of the fiscal year, June 30, 2026.

N. INVOICE/PAYMENT PROVISIONS:

Claims for Payment shall be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered in order to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in **Exhibits A, A-1, A-2, A-3, A-4, A-5 and A-6**, Section A, Services to be Provided, and Section B, Performance Reporting.

Ten percent (10%) of the maximum amount of grant funds may be drawn down per month. Amounts greater than 10% may be approved by the County Contract Manager.

COUNTY shall pay CONTRACTOR in accordance with **Exhibit B**, Section I. PAYMENT BY COUNTY. Claims for payment shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th day of the month for services rendered in the previous month.

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For Title IIIB Outreach, Title VII and Ombudsman funded services the final invoice is due no later than June 10, 2026. CONTRACTOR acknowledges that all Title IIIB, Title VII and Ombudsman funding under this Agreement shall be exhausted by May 31, 2026; however, services shall continue through June 30, 2026, with other program funding and shall be recorded as Cash Match. For HICAP funded services the final invoice is due April 10, 2026, with HICAP funding under this Agreement exhausted by March 31, 2026. For MIPPA funded services the final invoice is due September 10, 2025, with all MIPPA funding under this Agreement exhausted by August 31, 2025.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 10, 2026.

O. PAYMENT SUMMARY:

Funding Type	*July 1, 2025 through June 30, 2026*
Title III B, Outreach	$63,219
Title III B, Ombudsman	$134,342
Title VII A, Ombudsman	$40,486
Ombudsman PHF	3,623
Ombudsman SHF	$9,719
Ombudsman SNF	$17,208
SUB-TOTAL:	$268,597

The amount payable by COUNTY to CONTRACTOR for Outreach and all Ombudsman Services for the period July 1, 2025, to June 30, 2026, shall not **exceed two hundred sixty-eight thousand, five hundred and ninety-seven dollars ($268,597)**.

Funding Type	*July 1, 2025 through March 31, 2026*
HICAP, Reimbursements	$84,506
HICAP, State Fund	$42,257
HICAP, State Fund Augmentation	$52,789
HICAP, Federal SHIP	$57,688
SUB-TOTAL:	$237,240

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SCOPE OF SERVICES/PAYMENT PROVISIONS

The total amount payable by COUNTY to CONTRACTOR for services supported by HICAP Reimbursements, State HICAP Fund, HICAP Fund Augmentation and Federal SHIP Funds for the period July 1, 2025, through March 31, 2026, shall not exceed **two hundred thirty-seven thousand, two hundred and forty dollars ($237,240).**

Funding Type	*July 1, 2025 through August 31, 2025*
MIPPA SHIP	$6,101
MIPPA AAA	$2,812
MIPPA ADRC	$3,084
SUB-TOTAL:	$11,997

The total amount payable by COUNTY to CONTRACTOR for MIPPA Services for the period July 1, 2025 through August 31, 2025 shall not exceed **eleven thousand nine hundred ninety-seven dollars ($11,997)**.

GRAND TOTAL:	**$517,834**

The maximum amount payable by COUNTY to CONTRACTOR for all services under this Agreement for the period July 1, 2025, through June 30, 2026, shall not exceed **five hundred seventeen thousand, eight hundred and thirty-four dollars ($517,834)**.

This Agreement is funded by the California Department of Aging (CDA) Agreements #AAA-2526-32-03 and MI-2425-32. The terms and conditions of these CDA Agreements are incorporated herein by reference, and on file with County's Department of Social Services. Upon request, County shall provide an electronic copy of the Agreements to CONTRACTOR.

(End of Exhibit A)

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TITLE III-B (CFDA #93.044)
OUTREACH
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide outreach to Seniors 60 years of age or older. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

Outreach services shall be provided throughout all four regions of Monterey County by a bilingual/ bicultural (English/Spanish) staff person, who shall provide one-on-one contact through regular and predictable presence at identified sites. This staff person shall be dedicated exclusively to outreach activities. Printed materials for all senior service programs shall be regularly distributed by staff. An all-agency flyer and outreach schedule shall be developed and distributed in English and Spanish. It shall include names, contact numbers and websites for senior service programs. Outreach staff shall participate in local community groups and events in order to identify potential clients. Although staff will maintain the strong partnerships developed over the years, emphasis shall be placed on seeking out new and non-traditional partners and strategies for reaching this hard to serve population. Ties shall be strengthened between faith communities, local businesses, law enforcement, neighborhood watch groups and the schools. Staff shall develop closer and more regular contacts with rural community newspapers and radio stations.

Staff shall conduct Benefits Check-Up screenings to assist older adults and individuals with disabilities in determining their eligibility for services and supports and provide enrollment assistance as needed.

One-on-one contact with individuals at Senior Benefit Clinics. Individuals are screened, determined eligible for services, and enrollment assistance is provided when needed.

A.1 Supportive Services:

Outreach (Non-Registered)

Unit of Service Definition:

Interventions (one-on-one contacts) with individuals initiated by an agency or provider for the purpose of identifying potential clients (or their age 60+ caregivers) and encouraging their use of existing services and benefits.

Unit of Service Measurement:

1 Contact

Estimated Service Units to be delivered:

5,800 to include 150 Benefits Check-Up screenings

Benchmark of Service Units to be delivered:

by September 30th:	1,450 Units	(25%)
by December 31st:	2,900 Units	(50%)
by March 31st:	4,350 Units	(75%)
by June 30th:	5,800 Units	(100%)

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A.2 Supportive Services:

Transportation (Non-Registered, i.e., distribution of Monterey Salinas Transit bus passes)

Unit of Service Definition:

Transportation from one location to another. Does not include any other activity. May include travel vouchers and transit passes. Provide resources to older adults that meet pre-determined criteria and use provided signature logs for tracking purposes. Follow prescribed procedures as established.

Unit of Service Measurement:

1 One Way Trip

Estimated Service Units to be delivered: 4,200

300 (Weekly) Bus Passes = 14 Units Each

300 (Weekly) Bus Passes x 14 Units = 4,200 Total Units

Benchmark of Service Units to be delivered:

by September 30th:	75 Bus Passes = 1,050 Units (25%)
by December 31st:	150 Bus Passes = 2,100 Units (50%)
by March 31st:	225 Bus Passes = 3,150 Units (75%)
by June 30th:	300 Bus Passes = 4,200 Units (100%)

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. This is a non-registered service and, as a result, only summarized client and service data needs to be entered.

CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026, and July 10, 2026. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

CONTRACTOR shall provide participant signature logs to COUNTY for the distribution of Monterey Salinas Transit daily bus passes by the 10th day of the month for bus passes distributed in the previous month or as needed by the County Contract Manager.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide, if requested a corrective action plan to the COUNTY describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III-B requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total budgeted costs less program income and non-matching contributions, multiplied by the matching requirement percentage.

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If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request.

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TITLE III-B (CFDA #93.044)
OMBUDSMAN
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall investigate, verify, mediate and resolve complaints and problems on behalf of Monterey County residents of long-term care facilities involving their health, welfare, safety and rights. Services shall be provided throughout the County of Monterey. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

A.1 Service and Definition:
Complaint Resolution Rate: This rate is based on the number of partially resolved or fully resolved complaints, divided by the total number of complaints.
Benchmark is to achieve **69.0%** completion or higher

A.2 Service and Definition:
Work with Resident Councils: This begins with initial contact of appropriate staff/volunteers through continued participation at meetings.
Unit of Service Measurement: Each Council
Estimated Service Units to be delivered: Benchmark of **15** by June 30th

A.3 Service and Definition:
Work with Family Councils: This begins with initial contact of appropriate staff/volunteers through continued participation at meetings.
Unit of Service Measurement: Each Council
Estimated Service Units to be delivered: Benchmark of **1** by June 30th

A.4 Service and Definition:
Information and Assistance to Facility Staff: This includes the count of instances of Ombudsman representatives' interactions with facility staff for the purpose of providing general information and assistance unrelated to a complaint. Information and Assistance may be accomplished by telephone, letter, email, fax, or in-person.
Unit of Service Measurement: Each occurrence
Estimated Service Units to be delivered: Benchmark of **402** by June 30th

A.5 Service and Definition:
Information and Assistance to Individuals: This includes the count of instances of Ombudsman representatives' interactions with residents, family members, friends, and others in the community for the purpose of providing general information and assistance unrelated to a complaint. Information and Assistance may be accomplished by telephone, letter, email, fax, or in person.
Unit of Service Measurement: Each occurrence
Estimated Service Units to be delivered: Benchmark of **780** by June 30th

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B. PERFORMANCE REPORTING

CONTRACTOR shall report program data as required in the Ombudsman Data Integration Network (ODIN) Reporting System.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026, and July 10, 2026. CONTRACTOR to attach copy of ODIN data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-4**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the Area Agency on Aging (AAA) upon request describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III-B requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income and non-matching contributions, multiplied by the matching requirement percentage.

If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request.

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TITLE VII-A (CFDA #93.042)
OMBUDSMAN
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall investigate, verify, mediate and resolve complaints and problems on behalf of Monterey County residents of long-term care facilities involving their health, welfare, safety and rights. Services shall be provided throughout the County of Monterey. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

A.1 Service and Definition:
Community Education: This includes community education events where Ombudsman volunteers and/or staff participate in local health fairs, public gatherings, public meetings, or similar events to provide information or instruction to community members about the LTC Ombudsman Program or LTC issues. The number of sessions refers to the number of events, not the number of participants.
Unit of Service Measurement: Each event
Estimated Service Units to be delivered: Benchmark of **15** by June 30th

B. PERFORMANCE REPORTING

CONTRACTOR shall report program data as required in the Ombudsman Data Integration Network (ODIN) reporting system.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026, and July 10, 2026. CONTRACTOR shall attach a copy of ODIN data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-4**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title VII-A does not require a local cash/in-kind match.

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OMBUDSMAN INITIATIVE
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide advocacy services for residents in long-term care facilities in Monterey County. CONTRACTOR is federally mandated to do complaint investigation and resolution on behalf of these vulnerable residents and their families or representatives.

Funding under this Agreement shall be used to increase the number of Ombudsman volunteers working in skilled nursing facilities (SNFs). This project is part of the Governor's Long-Term Care Consumer Protection Initiative.

A.1 Service and Definition:
Facility coverage at skilled nursing residential care facilities where Ombudsman volunteers visit the facility and engage with residents and/or staff (other than respond to a complaint).

Benchmark is the percentage of facilities visited out of the total number in the County. The goal is to visit **100%** of the facilities each quarter.

B. PERFORMANCE REPORTING

CONTRACTOR shall report program data as required in the Ombudsman Data Integration Network (ODIN) reporting system.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026, and July 10, 2026. CONTRACTOR shall attach a copy of ODIN data report to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-4**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the COUNTY/AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

The Ombudsman Initiative requires no local cash/in-kind match.

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HICAP FUND
REIMBURSEMENTS (INS FUND), STATE HICAP FUND, HICAP AUGMENTATION FUND,
FEDERAL SHIP FUNDS (CFDA #92.324)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide health insurance counseling and advocacy services to (a) Medicare Beneficiaries, including Medicare Beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility and, (b) the public at large for Health Insurance Counseling and Advocacy Program (HICAP) community education services. Services shall be provided throughout the County of Monterey. CONTRACTOR must be in compliance with all Program Memoranda issued by the California Department of Aging.

A.1 Service and Definition:
Estimated Number of finalized intakes for each Public Service Area (PSA); Clients Counseled: **1,415**
Note: Clients Counseled equals the number of Intakes closed and finalized by the Program Manager.

A.2 Service and Definition:
Estimated Number of Public and Media Events: **159**
Note: Public and Media events include education/outreach presentations, booths/exhibits at health/senior fairs, and enrollment events, excluding public service announcements and printed outreach.

A.3 Service and Definition:
Estimated Number of Contacts for all Clients Counseled: **1,657**
Note: This includes all counseling contacts via telephone, in-person at home, in-person at site, and electronic contacts (e-mail, fax, etc.) for duplicated client counts.

A.4 Service and Definition:
Estimated Number of Persons Reached at Public and Media Events: **716**
Note: This includes the estimated number of attendees (e.g., people actually attending the event, not just receiving a flyer) reached through presentations, and those reached through booths/exhibits at health/senior fairs, and those enrolled at enrollment events, excluding public service announcements and printed outreach materials.

A.5 Service and Definition:
Estimated Number of Contacts with Beneficiaries with Medicare Status Due to a Disability: **153**
Note: This includes all counseling contacts via telephone, in-person at home, in-person at site, and electronic contacts (e-mail, fax, etc.). Results are duplicated client counts with Medicare beneficiaries due to disability and not yet age 65.

A.6 Service and Definition:
Estimated Unduplicated Number of Low-Income Beneficiaries: **299**

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Note: This is the number of unduplicated low-income Medicare beneficiary contacts and/or contacts that discussed low-income subsidy (LIS). Low income means 150 percent of the Federal Poverty Level (FPL).

A.7 Service and Definition:
Estimated Unduplicated number of English as Second Language Contacts: **720**
Note: This is the number of unduplicated English Second Language (ESL) were The Medicare beneficiary's Primary Language is not English.

A.8 Service and Definition:
Estimated Number of Enrollment and Enrollment Assistance Contacts: **2,086**
Note: This is the number of unduplicated enrollment contacts during which one or more qualifying enrollment topics were discussed. This includes all enrollment assistance, not just Part D

Benchmark of Services Provided: CONTRACTOR shall provide Twenty-five percent (25%) of services specified in Services 1 through 8 quarterly, as reported in the CONTRACTOR'S quarterly report. There shall be some fluctuation by quarter in the services specified in Services 1 through 8 as driven by customer demand. It is anticipated that by March 30, 2026, **100%** of specified services shall have been provided.

CONTRACTOR shall use the State HICAP fund augmentation to provide for the equivalent of at least 1.0 full-time Volunteer Coordinator.

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the CDA Statewide HICAP Automated Reporting System (SHARP) PeerPlace System by the 15th day of the month following the month of service. CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by July 15, 2025, October 15, 2025, January 15, 2026, and April 15, 2026. CONTRACTOR shall attach a copy of CDA SHARP PeerPlace data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-4**.

CONTRACTOR shall complete and submit the HICAP Semi-Annual Narrative Report (using a template provided by CDA) to the COUNTY for review and submission to CDA.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

HICAP does not require a local cash/in-kind match.

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MIPPA SHIP, MIPPA AAA, AND MIPPA ADRC
MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT
(CFDA #93.071)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

"Affordable Care Act (ACA) MIPPA" funding is contingent on meeting a minimum percent of the individual PSA's total performance benchmarks in FY 2024-25. CDA shall evaluate achievement of performance benchmarks for the reporting period ending August 31, 2025.

A.1 Service and Definition:
Medicare Improvements for Patients and Providers Act (MIPPA).
The MIPPA funds are specifically tied to the following Priority Areas and activities.

A.1.1 **MIPPA Priority Area 1 (SHIP)** – Activities must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive, wellness, and limited income benefits; application assistance to individuals who may be eligible for Low-Income Subsidy (LIS) beneficiaries or Medicare Savings Programs (MSPs); and outreach activities aimed at preventing disease and promoting wellness.

A.1.2 **MIPPA Priority Area 2 (AAA)** – Activities must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive, wellness, and limited income benefits; application assistance to individuals who may be eligible for LIS or MSPs; and outreach activities aimed at preventing disease and promoting wellness.

A.1.3 **MIPPA Priority Area #3 (ADRC Service Areas)** – Activities must include outreach in the ADRC Service Areas (Monterey County) regarding Medicare Part D benefits related to LIS beneficiaries and MSPs, and outreach activities aimed at preventing disease and promoting wellness. CONTRACTOR is encouraged to partner with our local ADRC and CCCIL to support the No Wrong Door approach and system.

A.1.4 **All Priority Areas** – SHIPs, AAAs, and ADRCs: Must conduct outreach activities aimed at preventing disease and promoting wellness.

Unit of Service Definition & Measurement:
Completed and submitted Low Income Subsidy (LIS) applications and Medicare Savings Plan (MSP) applications.

Estimated Service Units to be delivered:
Benchmark of **17** Service Units by August 31, 2025.

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B. PERFORMANCE REPORTING

Since MIPPA data reporting is wrapped under HICAP, CONTRACTOR shall enter MIPPA data monthly into the CDA Statewide HICAP Automated Reporting System (SHARP) PeerPlace System by the 10th day of the month following the month of service.

CONTRACTOR shall complete and submit the MIPPA Semi-Annual Narrative Report (using a template provided by CDA) to the COUNTY for review and submission to CDA.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of periods within the contract term. The COUNTY has expectations that CONTRACTOR shall deliver the contracted service units within 20% of the benchmark.

C. MATCH REQUIREMENTS

MIPPA does not require a local cash/in-kind match.

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2, Exhibit C-3, Exhibit C-4, Exhibit C-5** and **Exhibit C-6**. Only the costs listed in **Exhibit C-1, Exhibit C-2, Exhibit C-3, Exhibit C-4, Exhibit C-5,** and **Exhibit C-5** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2, Exhibit C-3, Exhibit C-4, Exhibit C-5** and **Exhibit C-6**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5** and **Exhibit A-6**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5** and **Exhibit A-6**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to

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explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of

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public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations

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issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR

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Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement,

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theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **John McPherson** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

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a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

SUPPORTIVE SERVICES BUDGET

BUDGET PERIOD: **JULY 1, 2025 - JUNE 30, 2026**

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Title IIIB Outreach

Funding Source and Federal Catalog #

Check one:	Title III B	**X**	93.044
	Title III D		93.043
	Title VII A		93.042
	Title VII B		93.041

Budget Version

Check one:	Original	x	7/1/2025
	Revision		

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received: 4.14.2025
Completeness and Accuracy	Budget Approved by Fiscal Officer: Araceli Madrid
Reviewed for Allowable Costs	Budget Approved by Program: Thom DLC 4.15.25
Required Match of 10.53%	Get-Care Updated by Vendor:
Indirect Cost limit 10%	Get-Care Verified by Fiscal Officer:
	Budget Template Last Updated: 3/26/25 Araceli Madrid

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JULY 1, 2025 - JUNE 30, 2026

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency:	Alliance on Aging
Project:	Title IIIB Outreach

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	85,146	-
Payroll Taxes- ERE	6,811	
Employee Benefits- ERE	18,732	
SUBTOTAL (Personnel Costs):	110,689	-
*Travel		
Training		
Space	7,707	
Food		
Client Support		
Equipment		
Materials and Supplies	1,000	
Operating Services	3,595	
Indirect Costs	1,500	
Column Totals:	124,491	-
	Total Budget:	$ 124,491

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

Alliance on Aging

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program	Program Cost
1	Executive Director	$150,000.00	3%	$ 4,500
1	Program Director	$38,212.00	10%	$ 3,821
1	Programs Manager	$61,360.00	50%	$ 30,680
1	Outreach Specialist	$43,680.00	80%	$ 34,944
1	Outreach Assistant	$39,520.00	24%	$ 9,485
1	Information / Referral Specialist	$17,160.00	10.00%	$ 1,716
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 349,932		$ 85,146.00
	Payroll Taxes- ERE			$ 6,811.00
	Employee Benefits- ERE			$ 18,732.00
	Total Paid Staff			$ 110,689.00

No.	In-Kind: Donated Services	Hourly Wage	Hours on Program	Program Cost
1				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ -

	Total Personnel Costs			$ 110,689

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), columns 2 and 3.

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

SECTION C:

Funding Source Summary

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		$ -
Contributions (+) Non-Matching	Section E	-	-	$ -
Contributions (+) Matching	Section F	61,272	-	$ 61,272
AAA Grant Funds		63,219		$ 63,219
Total Funding		$ 124,491	$ -	$ 124,491

SECTION D:

Program Income

	Amount
Total:	$0.00

Program Income Definition: Program Income is defined as earnings by a service provider realized from grant supported activities.

A. The following types of income comprise "Program Income."
   1. Participant donations from persons who participate or benefit from such activities.
   2. Usage or rental fees.
   3. Sales of assets purchased with grant funds.
   4. Royalties, patents, and copyrights.

Not to be included are:
   1. Revenues from non-activity related fundraisers.
   2. Gifts from philanthropic organizations or individuals.
   3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

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SECTION E Schedule of Contributions - Non Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A -			$ -
Government Agencies:	B -			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C.

SECTION F Schedule of Contributions - Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		61,272		$ 61,272
Government Agencies:	A -			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ 61,272	$ -	$ 61,272

Total of Cash and In-Kind funds should equal Section C.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III B funds (Excluding 3B Ombudsman).
Title III-D, VII-A & VII-B funding do not have a match requirement.
To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, and multiply by the minimum % matching requirement above. Match may be met by Cash or In-Kind contributio

See related California Department of Aging matching guidelines.

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Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Title IIIB Outreach								
Original Amount	124,491	0	0	63,219	0	61,272	0	13,109
Fund Increase		0	0	0	0	0	0	0
10.53%	124,491	0	0	63,219	0	61,272	0	13,109
								Difference
Required Match (Original)	124,491	0	0	63,219	0	61,272	0	match OK
Required Match (Amended)	124,491	0	0	63,219	0	61,272	0	match OK

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

SUPPORTIVE SERVICES BUDGET

BUDGET PERIOD: **JULY 1, 2025 - JUNE 30, 2026**

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Title IIIB Ombudsman

Funding Source and Federal Catalog #

Check one:			
Title III B	**X**	93.044
Title III D		93.043
Title VII A		93.042
Title VII B		93.041

Budget Version

Check one:		
Original	x	7/1/2025
Revision		

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:
- Completeness and Accuracy
- Reviewed for Allowable Costs
- Required Match of 10.53%
- Indirect Cost limit 10%

Date Budget Received: 4/15/2025
Budget Approved by Fiscal Officer: Araceli Madrid
Budget Approved by Program: Thom DLC 5/19/2025
Get-Care Updated by Vendor:
Get-Care Verified by Fiscal Officer:
Budget Template Last Updated: Araceli Madrid 3/16/2025

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

JULY 1, 2025 - JUNE 30, 2026

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency:	Alliance on Aging
Project:	Title IIIB Ombudsman

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	181,184	16,150
Payroll Taxes- ERE	16,127	
Employee Benefits- ERE	20,562	
SUBTOTAL (Personnel Costs):	217,873	16,150
*Travel	2,000	
Training	1,000	
Space	9,250	
Food	250	
Client Support		
Equipment		
Materials and Supplies	500	
Operating Services	14,025	
Indirect Costs	7,641	
Column Totals:	252,539	16,150
	Total Budget:	$ 268,689

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

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Alliance on Aging

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program	Program Cost
1	Program Director	$38,212.00	10%	$ 3,821
1	Programs Manager	$65,640.00	3%	$ 1,969
1	Ombudsman Program Manager	$74,880.00	77%	$ 57,658
1	Staff Ombudsman	$47,757.00	77%	$ 36,773
1	Staff Ombudsman	$43,680.00	77%	$ 33,634
1	Staff Ombudsman	$34,320.00	77.30%	$ 26,529
1	Staff Ombudsman	$20,800.00	100.00%	$ 20,800
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 325,289		$ 181,184.00
	Payroll Taxes- ERE			$ 16,127.00
	Employee Benefits- ERE			$ 20,562.00
	Total Paid Staff			$ 217,873.00

No.	In-Kind: Donated Services	Hourly Wage	Hours on Program	Program Cost
1	Ombudsman Volunteers	$34.00	475	$ 16,150.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 16,150.00

	Total Personnel Costs			$ 234,023

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), columns 2 and 3.

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SECTION C:

Funding Source Summary

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		$ -
Contributions (+) Non-Matching	Section E	-	-	$ -
Contributions (+) Matching	Section F	118,197	16,150	$ 134,347
AAA Grant Funds		134,342		$ 134,342
Total Funding		$ 252,539	$ 16,150	$ 268,689

SECTION D:

Program Income

	Amount
Total:	$0.00

Program Income Definition: Program Income is defined as earnings by a service provider realized from grant supported activities.

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fundraisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

SECTION E Schedule of Contributions - Non Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A -			$ -
Government Agencies:	B -			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals:	$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C.

SECTION F Schedule of Contributions - Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		118,197	16,150	$ 134,347
Government Agencies:	A -			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals:	$ 118,197	$ 16,150	$ 134,347

Total of Cash and In-Kind funds should equal Section C.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III B funds (Excluding 3B Ombudsman).
Title III-D, VII-A & VII-B funding do not have a match requirement.
To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, and multiply by the minimum % matching requirement above. Match may be met by Cash or In-Kind contributio

See related California Department of Aging matching guidelines.

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Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Title IIIB Ombudsman								
Original Amount	268,689	0	0	134,342	0	118,197	16,150	28,293
Fund Increase		0	0	0	0	0	0	0
10.53%	268,689	0	0	134,342	0	118,197	16,150	28,293
								Difference
Required Match (Original)	268,689	0	0	134,342	0	118,197	16,150	match OK
Required Match (Amended)	268,689	0	0	134,342	0	118,197	16,150	match OK

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

SUPPORTIVE SERVICES BUDGET

BUDGET PERIOD: **JULY 1, 2025 - JUNE 30, 2026**

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Title 7A Ombudsman

Funding Source and Federal Catalog #

Check one:		
Title III B		93.044
Title III D		93.043
Title VII A	X	93.042
Title VII B		93.041

Budget Version

Check one:		
Original	x	7/1/2025
Revision		

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:
- Completeness and Accuracy
- Reviewed for Allowable Costs
- Required Match of 10.53%
- Indirect Cost limit 10%

Date Budget Received:
Budget Approved by Fiscal Officer: Araceli Madrid
Budget Approved by Program:
Get-Care Updated by Vendor:
Get-Care Verified by Fiscal Officer:
Budget Template Last Updated: 3/26/25 Araceli Madrid

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

JULY 1, 2025 - JUNE 30, 2026

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency:	Alliance on Aging
Project:	Title 7A Ombudsman

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	28,044	2,822
Payroll Taxes- ERE	2,244	
Employee Benefits- ERE	2,860	
SUBTOTAL (Personnel Costs):	33,148	2,822
*Travel	3,000	
Training		
Space	3,413	
Food		
Client Support		
Equipment		
Materials and Supplies		
Operating Services		
Indirect Costs	3,088	
Column Totals:	42,649	2,822
	Total Budget:	$ 45,471

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

Alliance on Aging

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program	Program Cost
1	Program Director	$38,212.00	3%	$ 955
1	Programs Manager	$65,640.00	2%	$ 1,608
1	Ombudsman Program Manager	$74,880.00	13%	$ 9,510
1	Staff Ombudsman	$47,757.00	13%	$ 6,065
1	Staff Ombudsman	$43,680.00	13%	$ 5,547
1	Staff Ombudsman	$34,320.00	12.70%	$ 4,359
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 304,489		$ 28,044.00
	Payroll Taxes- ERE			$ 2,244.00
	Employee Benefits- ERE			$ 2,860.00
	Total Paid Staff			$ 33,148.00

No.	In-Kind: Donated Services	Hourly Wage	Hours on Program	Program Cost
1	Ombudsman Volunteers	$34.00	83	$ 2,822.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 2,822.00

	Total Personnel Costs			$ 35,970

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), columns 2 and 3.

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

SECTION C:

Funding Source Summary

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		$ -
Contributions (+) Non-Matching	Section E	-	-	$ -
Contributions (+) Matching	Section F	2,163	2,822	$ 4,985
AAA Grant Funds		40,486		$ 40,486
Total Funding		$ 42,649	$ 2,822	$ 45,471

SECTION D:

Program Income

	Amount
Total:	$0.00

Program Income Definition: Program Income is defined as earnings by a service provider realized from grant supported activities.

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fundraisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

SECTION E Schedule of Contributions - Non Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A -			$ -
Government Agencies:	B -			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C.

SECTION F Schedule of Contributions - Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		2,163	2,822	$ 4,985
Government Agencies:	A -			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ 2,163	$ 2,822	$ 4,985

Total of Cash and In-Kind funds should equal Section C.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III B funds (Excluding 3B Ombudsman).
Title III-D, VII-A & VII-B funding do not have a match requirement.
To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, and multiply by the minimum % matching requirement above. Match may be met by Cash or In-Kind contributio

See related California Department of Aging matching guidelines.

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Title 7A Ombudsman								
Original Amount	45,471	0	0	40,486	0	2,163	2,822	4,788
Fund Increase		0	0	0	0	0	0	0
10.53%	45,471	0	0	40,486	0	2,163	2,822	4,788
								Difference
Required Match (Original)	45,471	0	0	40,486	0	2,163	2,822	match OK
Required Match (Amended)	45,471	0	0	40,486	0	2,163	2,822	match OK

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

OMBUDSMAN BUDGET

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Ombudsman Initiatives

Funding Source and Catalog

Check one:			
	State Funds	X	Public Health L & C Program Fund
	State Funds	X	State Health Facilities Citation Penalties Account
	State Funds	X	SNF Quality & Accountability

Budget Version

Check one:			
	Original	X	7/1/2025
	Revision		

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	
Completeness and Accuracy	Budget Approved by Fiscal Officer: Araceli Madrid
Reviewed for Allowable Costs	Budget Approved by Program: Thom DLC 4.15.25
Indirect Cost limit 10%	Get-Care Updated by Vendor:
No Required Match	Get-Care Verified by Fiscal Officer:
	Budget Template Last Updated: 3/26/25 Araceli Madrid

Date Budget Received: 4.15.25

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

Agency Name: Alliance on Aging Ombudsman Initiatives

SECTION A:

BUDGET SUMMARY

Categories of Expenses	Public Health L & C Program Fund	State Health Facilities Citation Penalties Account	SNF Quality & Accountability	Total Budget
Personnel	**$ 3,581**	**$ 9,445**	**$ 16,973**	**$ 29,999**
Operating Expenses	**$ 42**	**$ 274**	**$ 235**	**$ 551**
Total	**$ 3,623**	**$ 9,719**	**$ 17,208**	**$ 30,550**

Source of Revenue		Public Health L & C Program Fund		State Health Facilities Citation Penalties Account		SNF Quality & Accountability		Total Budget	
		Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
AAA Grant		**$ 3,623**		**$ 9,719**		**$ 17,208**		**$ 30,550**	**$ -**
Project Income								**$ -**	$ -
Other Federal Funds	*Match*							**$ -**	$ -
	Non-Match							**$ -**	$ -
Other State Funds	*Match*							**$ -**	$ -
	Non-Match							**$ -**	$ -
County/City Funds	*Match*							**$ -**	$ -
	Non-Match							**$ -**	$ -
Private Grants	*Match*							**$ -**	$ -
	Non-Match							**$ -**	$ -
Net Fundraising	*Match*		$ -		$ -			**$ -**	$ -
	Non-Match							**$ -**	$ -
Totals by match	*Match*	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**	$ -
	Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**	$ -
TOTAL		**$ 3,623**		**$ 9,719**		**$ 17,208**		**$ 30,550**	

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

SECTION B:

Alliance on Aging
Ombudsman Initiatives
SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program			Program Cost
			Public Health L & C Program Fund	State Health Facilities Citation Penalties Account	SNF Quality & Accountability	
1	Program Director	$38,212.00	0%	1%	1%	$ 879.00
1	Programs Manager	$65,640.00	0%	1%	1%	$ 1,510.00
1	Ombudsman Program Manager	$74,880.00	1%	3%	6%	$ 8,237.00
1	Staff Ombudsman	$47,757.00	1%	3%	6%	$ 5,253.00
1	Staff Ombudsman	$43,680.00	1%	3%	6%	$ 4,805.00
1	Staff Ombudsman	$34,320.00	1%	3%	6%	$ 3,775.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
	Total Salaries	$ 304,489.00	$ 2,920.00	$ 7,701.00	$ 13,838.00	$ 24,459.00
	Payroll Taxes- ERE		$ 223.00	$ 589.00	$ 1,059.00	$ 1,871.00
	Employee Benefits- ERE		$ 438.00	$ 1,155.00	$ 2,076.00	$ 3,669.00
	Total Paid Staff	**$ 304,489.00**	**$ 3,581.00**	**$ 9,445.00**	**$ 16,973.00**	**$ 29,999.00**

No.	In-Kind: Donated Services	Hourly Wage	% on Program			Program Cost
			Public Health L & C Program Fund	State Health Facilities Citation Penalties Account	SNF Quality & Accountability	
						$ -
						$ -
						$ -
						$ -
						$ -
	Total In-Kind Staff		**$ -**	**$ -**	**$ -**	**$ -**
	Total Personnel Costs	**$ 304,489**	**$ 3,581**	**$ 9,445**	**$ 16,973**	**$ 29,999**

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), column "Total Budget"

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

SECTION C:

Alliance on Aging

Ombudsman Initiatives

OPERATING EXPENSES / EQUIPMENT
AND INDIRECT COSTS

OPERATING EXPENSE & EQUIPMENT	Public Health L & C Program Fund		State Health Facilities Citation Penalties		SNF Quality & Accountability		Total Budget	
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
Travel							$ -	$ -
Training							$ -	$ -
Space							$ -	$ -
Food							$ -	$ -
Client Support							$ -	$ -
Equipment							$ -	$ -
materials and Supplies							$ -	$ -
Operating Services							$ -	$ -
Indirect Cost 10 % limit of Grant Funding	$ 42		$ 274		$ 235		$ 551	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
Total Operating Expenses	42	-	274	-	235	-	551	-

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

HICAP BUDGET

BUDGET PERIOD: **July 1, 2025 - March 31, 2026**

Name of Agency: Alliance on Aging, Inc

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Health Insurance and Counseling Advocacy Program (HICAP)

Funding Source and Catalog #

State Funds	X	N/A	HICAP Fund
State Funds	X	N/A	Reimbursements (Ins Fund)
State Funds	X	N/A	HICAP Fund Augmentation
	X	92.324	Federal SHIP Funds

Check one: **Budget Version**

Original	X	7/1/2025
Revision		

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:
- Completeness and Accuracy
- Reviewed for Allowable Costs
- Indirect Cost limit 10%
- No Required Match

Date Budget Received: 04.15.2025
Budget Approved by Fiscal Officer: Araceli Madrid
Budget Approved by Program: Thom DLC 04.15.25/05.15.25
Get-Care Updated by Vendor:
Get-Care Verified by Fiscal Officer:
Budget Template Last Updated: 3/26/25 Araceli Madrid

Agency Name: Alliance on Aging, Inc

July 1, 2025 - March 31, 2026

Project Name: Health Insurance and Counseling Advocacy Program (HICAP)

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

SECTION A:

BUDGET SUMMARY

Categories of Expenses	HICAP FUND July-March	HICAP FUND April-June	Reimbursements July-March	Reimbursements April-June	Federal SHIP FUND July-March	Federal SHIP FUND April-June	Fund Augmentation July-March	Fund Augmentation April-June	Total Budget
Personnel	$ 24,972	$ -	$ 48,357	$ -	$ 33,711	$ -	$ 47,735	$ -	$ 154,775
Operating Expenses	$ 17,285	$ -	$ 36,149	$ -	$ 23,977	$ -	$ 5,054	$ -	$ 82,465
Total	$ 42,257	$ -	$ 84,506	$ -	$ 57,688	$ -	$ 52,789	$ -	$ 237,240

Source of Revenue		HICAP FUND July-March		HICAP FUND April-June		Reimbursements July-March		Reimbursements April-June		Federal SHIP FUND July-March		Federal SHIP FUND April-June		Fund Augmentation July-March		Fund Augmentation April-June		Total Budget	
		Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
AAA Grant		$ 42,257				$ 84,506				$ 57,688				$ 52,789				$ 237,240	$ -
Project Income																		$ -	$ -
Other Federal Funds	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
Other State Funds	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
County/City Funds	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
Private Grants	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
Net Fundraising	*Match*		$ -															$ -	$ -
	Non-Match																	$ -	$ -
Totals by Match	***Match***	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL		$ 42,257		$ -		$ 84,506		$ -		$ 57,688		$ -		$ 52,789		$ -		$ 237,240	

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

Agency Name: Alliance on Aging, Inc

Project Name: Health Insurance and Counseling Advocacy Program (HICAP)

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program								Program Cost
			HICAP FUND July-March	HICAP FUND April-June	Reimbursements July-March	Reimbursements April-June	Federal SHIP FUND July-March	Federal SHIP FUND April-June	Fund Augmentation July-March	Fund Augmentation April-June	
1	Executive Directo	$125,000.00	0.75%		1.71%		1.17%				$ 4,538.00
1	Program Director	$38,212.00	1.80%		3.40%		2.30%		0.07%		$ 2,866.00
1	Programs Manager	$61,360.00	1.80%		3.40%		2.30%		0.07%		$ 4,602.00
1	HICAP Program Manager	$69,680.00	10.40%		20.00%		14.00%		3.12%		$ 30,938.00
1	Program Assistant	$56,160.00	10.40%		20.00%		14.00%		3.12%		$ 24,935.00
1	Program Assistant	$43,680.00	10.40%		20.00%		14.00%		3.12%		$ 19,394.00
1	Program Assistant/VC	$40,188.00							83.51%		$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
	Total Salaries	$ 434,280.00	$ 20,360.00	$ -	$ 39,427.00	$ -	$ 27,485.00	$ -	$ 38,920.00	$ -	$ 126,192.00
	Payroll Taxes- ERE		$ 1,558.00	$ -	$ 3,016.00	$ -	$ 2,103.00	$ -	$ 2,977.00	$ -	$ 9,654.00
	Employee Benefits- ERE		$ 3,054.00	$ -	$ 5,914.00	$ -	$ 4,123.00	$ -	$ 5,838.00	$ -	$ 18,929.00
	Total Paid Staff	**$ 434,280.00**	**$ 24,972.00**	**$ -**	**$ 48,357.00**	**$ -**	**$ 33,711.00**	**$ -**	**$ 47,735.00**	**$ -**	**$ 154,775.00**

No.	In-Kind: Donated Services	Hourly Wage	% on Program								Program Cost
			HICAP FUND July-March	HICAP FUND April-June	Reimbursements July-March	Reimbursements April-June	Federal SHIP FUND July-March	Federal SHIP FUND April-June	Fund Augmentation July-March	Fund Augmentation April-June	
											$ -
											$ -
											$ -
											$ -
											$ -
	Total In-Kind Staff		$ -	$ -	$ -	$ -	$ -	$ -			$ -
	Total Personnel Costs	**$ 434,280**	**$ 24,972**	**$ -**	**$ 48,357**	**$ -**	**$ 33,711**	**$ -**	**$ 47,735**	**$ -**	**$ 154,775.00**

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

Agency Name: 0 Alliance on Aging, Inc

Project Name: OPERATING EXPENSE Health Insurance and Counseling Advocacy Program (HICAP)

SECTION C:
OPERATING EXPENSES

OPERATING EXPENSE	HICAP FUND July-March		HICAP FUND April-June		Reimbursements July-March		Reimbursements April-June		Federal SHIP FUND July-March		Federal SHIP FUND April-June		Fund Augmentation July-March		Fund Augmentation April-June		Total Budget	
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
*Travel	$ 462				$ 935				$ 603								$ 2,000	$ -
Training	$ 1,000				$ 2,000				$ 1,000								$ 4,000	$ -
Space	$ 3,542				$ 6,484				$ 2,358								$ 12,384	$ -
Food	$ 230				$ 558				$ 412								$ 1,200	$ -
Client Support																	$ -	$ -
Equipment	$ 1,048				$ 1,521				$ 455								$ 3,024	$ -
Materials and Supplies	$ 892				$ 3,304				$ 1,904								$ 6,100	$ -
Operating Expenses	$ 5,886				$ 13,097				$ 11,689				$ 436				$ 31,108	$ -
Indirect Cost: 10% limit of Grant	$ 4,225				$ 8,250				$ 5,556				$ 4,618				$ 22,649	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
Total Operating Expenses	**17,285**	**-**	**-**	**-**	**36,149**	**-**	**-**	**-**	**23,977**	**-**	**-**	**-**	**5,054**	**-**	**-**	**-**	**82,465**	**-**

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at:*
http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.

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MONTEREY COUNTY AREA AGENCY ON AGING

PLANNING AND SERVICE AREA NO. 32

MIPPA BUDGET

BUDGET PERIOD: **July 1, 2025 - June 30, 2026**

Name of Agency: Alliance on Aging

Address of Agency: 247 Main Street

Salinas CA 93901

Project Name: Medicare Improvements for Patients and Providers Act (MIPPA)

Funding Source and Catalog

Check one:				
	Federal Funds	X	93.071	MIPPA: Priority Area 1 SHIPs
	Federal Funds	X	93.071	MIPPA: Priority Area 2 AAAs
	Federal Funds	X	93.071	MIPPA: Priority Area 3 ADRC

Budget Version

Check one:			
	Original	X	5/15/2025
	Revision		

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

John McPherson / 05.15.2025
Preparer's Signature / Date

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

Received at Area Agency on Aging:	Reviewed for: completeness and accuracy
	No match requirement
	Reviewed for Allowable Costs
	10% Indirect Cost limit
	Budget Approved by Fiscal: Araceli Madrid
Budget Template Last Updated:	Budget Approved by Program: Thom DLC 6.3.25
3/27/24 Araceli Madrid	Get Care Updated by Vendor:
	Get Care Verified by Fiscal: Araceli Madrid

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Agency Name: Alliance on Aging Medicare Improvements for Patients and Providers Act (MIPPA)

SECTION A:

BUDGET SUMMARY

Categories of Expenses		MIPPA: Priority Area 1 SHIPs		MIPPA: Priority Area 2 AAAs		MIPPA: Priority Area 3 ADRC		Total Budget	
Personnel		**$ 5,050**		**$ 1,921**		**$ 1,806**		**$ 8,777**	
Operating Expenses		**$ 1,051**		**$ 891**		**$ 1,278**		**$ 3,220**	
Total		**$ 6,101**		**$ 2,812**		**$ 3,084**		**$ 11,997**	
Source of Revenue		**MIPPA: Priority Area 1 SHIPs**		**MIPPA: Priority Area 2 AAAs**		**MIPPA: Priority Area 3 ADRC**		**Total Budget**	
		Cash	**In-Kind**	**Cash**	**In-Kind**	**Cash**	**In-Kind**	**Cash**	**In-Kind**
AAA Grant		**$ 6,101**		**$ 2,812**		**$ 3,084**		**$ 11,997**	**$ -**
Project Income									
Other Federal Funds	*Matching*							$ -	$ -
	Non-matching							$ -	$ -
Other State Funds	*Matching*							$ -	$ -
	Non-matching							$ -	$ -
County/City Funds	*Matching*							$ -	$ -
	Non-matching							$ -	$ -
Private Grants								$ -	$ -
	Non-matching							$ -	$ -
Net Fundraising	*Matching*		$ -		$ -			$ -	$ -
	Non-matching							$ -	$ -
Totals by match	*Matching*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Non-matching	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL		**$ 6,101**		**$ 2,812**		**$ 3,084**		**$ 11,997**	

$ - $ - $ - $ -

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SECTION B:

Alliance on Aging
Medicare Improvements for Patients and Providers Act (MIPPA)
SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program			Program Cost
			MIPPA: Priority Area 1 SHIPs	**MIPPA: Priority Area 2 AAAs**	**MIPPA: Priority Area 3 ADRC**	
1	Program Director	$53,300.00			3%	$ 1,583.00
1	Development Director	$80,080.00	4%	1%		$ 3,604.00
1	Outreach Specialist	$54,080.00	3%	1%		$ 1,893.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
	Total Salaries	$ 187,460.00	$ 4,155.00	$ 1,342.00	$ 1,583.00	$ 7,080.00
	Payroll Taxes- ERE		$ 318.00	$ 103.00	$ 121.00	$ 542.00
	Employee Benefits- ERE		$ 577.00	$ 476.00	$ 102.00	$ 1,155.00
	Total Paid Staff	**$ 187,460.00**	**$ 5,050.00**	**$ 1,921.00**	**$ 1,806.00**	**$ 8,777.00**

No.	In-Kind: Donated Services	Hourly Wage	% on Program			Program Cost
			MIPPA: Priority Area 1 SHIPs	**MIPPA: Priority Area 2 AAAs**	MIPPA: Priority Area 3 ADRC	
						$ -
						$ -
						$ -
						$ -
						$ -
	Total In-Kind Staff	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	Total Personnel Costs	**$ 187,460**	**$ 5,050**	**$ 1,921**	**$ 1,806**	**$ 8,777**

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Sec A), column "Total Budget"

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SECTION C:

Alliance on Aging

Medicare Improvements for Patients and Providers Act (MIPPA)

OPERATING EXPENSES / EQUIPMENT
AND INDIRECT COSTS

OPERATING EXPENSE & EQUIPMENT	MIPPA: Priority Area 1 SHIPs		MIPPA: Priority Area 2 AAAs		MIPPA: Priority Area 3 ADRC		Total Budget	
	Cash	**In-Kind**	**Cash**	**In-Kind**	Cash	In-Kind	Cash	In-Kind
*Travel							$ -	$ -
Training							$ -	$ -
Space							$ -	$ -
Food							$ -	$ -
Client Support							$ -	$ -
Equipment							$ -	$ -
Materials and Supplies							$ -	$ -
Operating Services	$ 441		$ 610		$ 970		$ 2,021	$ -
Indirect Costs: 10% limit of Grant Funding	$ 610		$ 281		$ 308		$ 1,199	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
Total Operating Expenses	1,051	-	891	-	1,278	-	3,220	-

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at:*
http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.

SAMPLE GetCare Service Invoice Summary
Area Agency on Aging (PSA32) – Program 123

Invoice: I0000001234 **Status:** Submitted **Invoice Type:** Original **Date Created:** 08/10/2025 **Total Requested:** $000
Contract: Name of Agency **BFY:** 2025-26 **Service Delivery:** 07/01/2025 **Last Modified:** 07/01/2025 **Verified Amount:** 0.00
Controlling Agency: Area Agency on Aging (Monterey County DSS)

Invoice Details

Invoice Detail Number	Comment	Type	Requested Amount	AAA Invoice Total	Status
I0000001234		Budget	$1,000	$2,000	Approved

Dates: 07/01/2025 To: 07/31/2025
Service: Name of Service
Subcontractor/Provider: Name and Address

Total Amount	Budgeted Cash	Budgeted In-Kind	Cash	In-Kind	Remaining Cash	Remaining In-Kind
Personnel	0.00	0.00	0.00	0.00	0.00	0.00
ERE (Employee Related Expense)	0.00	0.00	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00	0.00	0.00
Space	0.00	0.00	0.00	0.00	0.00	0.00
Food	0.00	0.00	0.00	0.00	0.00	0.00
Client Support	0.00	0.00	0.00	0.00	0.00	0.00
Equipment	0.00	0.00	0.00	0.00	0.00	0.00
One Time	0.00	0.00	0.00	0.00	0.00	0.00
Ongoing	0.00	0.00	0.00	0.00	0.00	0.00
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00
Operating Services	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
Sub-total	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00

	Budgeted	Request Amount	Remaining
AAA Grant	0.00	0.00	0.00
OTO Grant	0.00	0.00	0.00
NSIP Grant	0.00	0.00	0.00
Other	0.00	0.00	0.00
Requested Amount Total	0.00	0.00	0.00
Requested Amount	0.00		
AAA Invoice Total	0.00		

Budgeted Units	Remaining Units	Registered Units	
0.00	0.00	0.00	0.00

Matches and Income:

	Budgeted Cash	Budgeted In-Kind	Cash	In-Kind	Remaining Cash	Remaining In-Kind
Project Income		0.00		0.00		0.00
Non-Match	0.00	0.00	0.00	0.00	0.00	0.00
Match	0.00	0.00	0.00	0.00	0.00	0.00
Total Match		0.00		0.00		0.00
Required Match		0.00		0.00		0.00

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Provider Annual Closeout Summary

EXHIBIT D-2

Parameters

Date:	07/01/2025 TO 06/30/2026	Service:	Name of Service	Contract Number:	All
Region:	A	Program:	All		All
Provider:		Service Detail:			

Name of Program and Service Units

Description	FY Total	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Personnel	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
ERE	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Travel	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Space	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Food	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Client Support	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Equipment	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
One Time	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Ongoing	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Materials and Supplies	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Operating Services	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Indirect Costs	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Pro and Outside Svcs	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Direct	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

	Total Expenses	Project Income	NSIP Grant	AAA Grant	Non-Match Cash	Non-Match In Kind	Match Cash	Match In Kind	Required Match
FY to Date	$ 00,000	$ 0	$ 0	$ 00,000	$ 0	$ 0	$ 00,000	$ 00,000	$ 00,000
Budget	$ 00,000	$ 0	$ 0	$ 00,000	$ 0	$ 0	$ 00,000	$ 00,000	$ 00,000

I certify to the best of my knowledge and belief that the attached financial closeout report is accurate, current, and discloses the financial results of this program funded by Monterey County Area Agency on Aging with Older Americans Act Title III/VII, Title IIIE and/or State General Funds.

_____ Date _____ Approved by _____ Date _____

Signature (Name/Title) AAA Fiscal Officer

Fed Fund Source _____ State Fund Source _____

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EQUIPMENT ACQUISITION REPORT
COUNTY OF MONTEREY AREA AGENCY on AGING, PSA 32

Reporting Agency: _____ Month Reported: _____

Name of Project: _____ Date Submitted: _____

Purchased or Received equipment using the following income sources:

_____ Grant Funds _____ Program Income _____ Cash Match _____ Cash Non-Match _____ In-Kind Match _____ In-Kind Non-Match

If purchased with Grant Funding, list type of funding: _____

Make	Model	Description	Serial Number	Purchase Date	Cost	New /Used	Location	For AAA Use: Inventory No.

Notes:

Preparer's Name : _____

Preparer's Signature: _____

Date Entered in AAA Database: _____

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Quarterly Narrative Report

Name of Agency:		Date:	
Completed by:		Program:	

Quarter:

☐ Jul – Sep 2025 ☐ Oct – Dec 2025 ☐ Jan – Mar 2026 ☐ Apr – Jun 2026

Narrative summary of program highlights (briefly summarize):

1. Program achievements & accomplishments:

2. Program challenges and barriers impacting service delivery:

3. Technical support interests and requests

4. Please give examples of success stories and customer testimonials (with name and city of residence), and photos if available with media release form.

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EQUIPMENT PURCHASES

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property meeting all of the following criteria are subject to the reporting requirements:

1. Has a normal useful life of at least 1 year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit)

2. All computing devices, regardless of cost (including but not limited to workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

D. The Contractor shall submit the *Equipment Acquisition Report*, Exhibit D-3, with the Contractor's invoice to the County as appropriate. Equipment must be received by June 30 for expenses to be claimed against this agreement. Any equipment or physical assets obtained by Contractor utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of the County, and tendered to the County upon termination of services by Contractor.

E. The Contractor shall keep track of property purchased with *AAA or Matching funds*, and submit to the County annually with the Closeout, a cumulative inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.

F. <u>Disposal of Property</u>

1. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain

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approval from the County. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the County. The Contractor shall e-mail to the County a request to dispose of equipment and a list of item(s). Once approval for disposal has been received from CDA, the County will notify the Contractor and the item(s) shall be removed from the Contractor's inventory report.

2. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multifunction printers, and laptops.

G. The Contractor shall investigate, the loss, damage, or theft of equipment, fully document and shall promptly notify the County.

H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from the County regarding the final disposition of the property.

J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the County. The County reserves the right to require the Contractor to transfer such property to another entity, or to the State.

K. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the County for other purposes in this order:

1. For another CDA program providing the same or similar service

2. For another CDA-funded program

L. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the County. As a condition of the approval, the County may require reimbursement under this Agreement for its use.

M. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

N. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

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AAA Funded Inventory
Alliance on Aging- Area Plan

Subcontractor	Item Description	Model	Serial #	Purchase Date	Purchase Price	CDA Tag #	AAA Funding Used	Notes
Alliance on Aging	Dell Network Computer Server	PowerEdge SC 1430	6SJ7YD1	10/22/2007	$2,329.86	08923	3B	
Alliance on Aging	Computer/Keyboard	Dell OPTIPLEX 330	CNDNMF1	3/7/2008	$875.01	08935	3B	
Alliance on Aging	Desktop Computer	OPTIPLEX 300 Minitower	2GD3HG1	6/20/2008	$874.52	08949	3B	
Alliance on Aging	Dell Network Server	Poweredge SC1430	FQRNNG1	6/30/2008	$5,025.46	08948	3B	
Alliance on Aging	Dell Optiplex System w/HP	OPTIPLEX 360	CYD95J1	6/18/2009	$772.55	08979	3B	
Alliance on Aging	Dell 20" Monitor		C9110POW	6/18/2009	$772.55	22381	3B	
Alliance on Aging	Dell 20" Monitor		C9110NTN	6/18/2009	$772.55	22382	3B	
Alliance on Aging	Dell Monitor		CNC9110NTS	6/18/2009	$772.55	22379	3B	
Alliance on Aging	Dell Monitor		C9110NTV	6/18/2009	$772.55	22380	3B	
Alliance on Aging	Dell Computer	OPTIPLEX 780	IWORGQI	5/12/2011	$1,038.10	22409	3C1	
Alliance on Aging	Dell Computer	OPTIPLEX 390	41891240161	5/1/2012	$519.50	20244	3B	
Alliance on Aging	Dell Monitor			5/1/2012	$519.50	22386	3B	
Alliance on Aging	Dell Monitor	Optiplex 390	41891006881	5/1/2012	$519.50	22385	3B	
Alliance on Aging	Dell Laptop	Dell Latitude E5530	30047876497	1/24/2013	$1,198.54	20254	3B	

Authorized Signature	Print Name and Title	Date

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AAA Funded Inventory
Alliance On Aging- HICAP

Subcontractor	Item Description	Model	Serial #	Purchase Date	Purchase Price	CDA Tag #	AAA Funding Used	Notes
Alliance on Aging	Epson LCD Projector	EMP 50	CWJ01Z0835K	12/2001	$2,140.00	22371	HICAP	
Alliance on Aging	Dell Desktop	Dell OptiPlex3040 SFF	H8L67J24590750	05/2007	$876.08	22410	HICAP	
Alliance on Aging	Dell Laptop	VOSTRO 1500 Intel Celeron	7444312705	06/2008	$1,086.96	08942	HICAP	
Alliance on Aging	Desktop Computer	OPTIPLEX 300 Minitower	4GD3HG1	06/2008	$874.52	08944	HICAP	
Alliance on Aging	Dell Laptop	Latitude E5520	GPJLWL1	05/2011	$1,028.38	22383	HICAP	
Alliance on Aging	Dell Mini Tower Desktop Computer	Optiplex 380		06/2011	$947.19	09793	HICAP	
Alliance on Aging	Symantec Endpoint Protection Software	UPG-V		06/2011	$731.01	09792	HICAP	
Alliance on Aging	Mini Tower Desktop Computer	Optiplex 380		06/2011	$947.19	09794	HICAP	
Alliance on Aging	OPTOMA Projector	TW610ST		05/2012	$1,130.29	20249	HICAP	
Alliance on Aging	OPTOMA Projector	TWS10ST		05/2012	$1,130.30	20250	HICAP	
Alliance on Aging	Wide Monitor 21.5 inch	Dell E Series E2211H		05/2012	$519.29	22388	HICAP	
Alliance on Aging	OPTOMA Projector	TW610ST		05/2012	$1,130.30	20251	HICAP	
Alliance on Aging	Dell Computer	OPTIPLEX 390	41891336065	05/2012	$519.29	20245	HICAP	
Alliance on Aging	Dell Computer	OPTIPLEX 390	41890960225	05/2012	$519.29	20246	HICAP	
Alliance on Aging	Dell Server	Dell Power Edge T410	4810031137	06/2012	$7,877.29	20247	HICAP	
Alliance on Aging	Samsung 55" Flat Screen TV	UN55ES6150	Z54D3CY500146	06/2012	$1,860.37	20248	HICAP	
Alliance on Aging	Dell Optiplex	9010 Mini Tower	68YTHX1	06/2013	$807.30	22365	HICAP	
Alliance on Aging	Laptop	Dell Latitude E5530	8G5NLX1	06/2013	$1,264.00	22368	HICAP	
Alliance on Aging	Wide Screen 23 in Monitor	Dell Professional P2312H	7444535G132M	06/2013	$500.00	22366	HICAP	
Alliance on Aging	Monitor Wide Screen 23 in	Dell Professional P2312H	7444535G993M	06/2013	$500.00	22370	HICAP	
Alliance on Aging	Mini Tower Computer	Dell Optiplex 9010 Mini Tower	68YSHX1	06/2013	$663.00	22369	HICAP	
Alliance on Aging	Laptop	Dell Latitude E5530	GG5NLX1	06/2013	$1,265.00	22367	HICAP	
Alliance on Aging	Dell Optiplex	9010 mini tower	68ZQHX1	06/2013	$807.30	22363	HICAP	
Alliance on Aging	Wide Screen 23 in Monitor	Dell Professional P2312H	7444535G138M	06/2013	$500.00	22364	HICAP	
Alliance on Aging	Dell Computer	Dell Optilex 3020	FK2L532	03/2015	$513.00	22434	HICAP	
Alliance on Aging	Dell 22 Monitor			03/2015	$513.00	22435	HICAP	
Alliance on Aging	TV	80" Flat Screen	Vizio M801i-A3	03/2015	$3,131.00	22440	HICAP	
Alliance on Aging	Dell Laptop Computer	Intel Core i5-6300U	CRBN982	02/2016	$1,308.53	22418	HICAP	
Alliance on Aging	Dell Laptop Computer	Intel Core i5-6300U	BRBN982	02/2016	$1,308.53	22417	HICAP	
Alliance on Aging	Dell Laptop Computer	Intel Core i5-6300U	9RBN982	02/2016	$1,308.53	22416	HICAP	

Authorized Signature	Print Name and Title	Date

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Alliance on Aging

By: Signed by: 14CE37E1B1CF428...

Title: Board President

Date: 6/3/2025 | 4:55 PM PDT

Docusign Envelope ID: CB183C63-3873-45E7-A272-FB38CCAD6EE5

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Signature 14CE37E4B1CF428...

Board President
Title

Alliance on Aging
Agency/Organization

6/3/2025 | 4:55 PM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

a) A separate schedule listing programs and funding, see recommended format, **Exhibit G-1.**

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b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
14CE37F1B1CF428...

(signature of authorized representative)

6/3/2025 | 4:55 PM PDT
(date)

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ALLIANCE ON AGING
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

						Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
Program Name	*County Dept.*	*Contract No.*	*CFDA #*	*Contract Period*	*Contract Amount*	*Fiscal Year*	*Contract Life-to-Date*	*Fiscal Year*	*Contract Life-to-Date*	*Federal*	*Other Funds*	*Cash Match*	*In Kind Match*	*Total*

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ELDER/DEPENDENT ADULT ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf

Signed by:
[signature]
14CE3751B1D7438...
Authorized Signature

6/3/2025 | 4:55 PM PDT
Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call **1 (800) 510-2020**
To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

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WELFARE AND INSTITUTIONS CODE
SECTION 15659

15659.

(a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.

(b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).

(c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.

(d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.

(e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.

(f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Glenn Church to:

Agreement No.: A-17361
a. Approve and authorize the Director or designee of the Department of Social Services to sign an agreement with the Alliance on Aging for Outreach, Ombudsman and Health Insurance Counseling and Advocacy Program (HICAP) and Medicare Improvements for Patients and Providers Act (MIPPA) services for seniors for the period of July 1, 2025 through June 30, 2026, in the amount of $517,834; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($51,783) of the contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $569,617.

PASSED AND ADOPTED on this 17th day of June 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 17, 2025.

Dated: June 17, 2025
File ID: A 25-249
Agenda Item No.: 31

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Introduced: 11/4/2025

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Seneca Family of Agencies to assist with the startup of a Crisis Stabilization Unit and two Enhanced Short-Term Residential Therapeutic Program beds in Monterey County for the period of November 18, 2025 through June 30, 2026, in the amount of $267,406; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($26,740) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $294,406.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Seneca Family of Agencies to assist with the startup of a Crisis Stabilization Unit and two Enhanced Short-Term Residential Therapeutic Program beds in Monterey County for the period of November 18, 2025 through June 30, 2026, in the amount of $267,406; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($26,740) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $294,406.

SUMMARY
The purpose of this Agreement is for the County of Monterey Department of Social Services Family and Children's Services (FCS) and Juvenile Probation Department (JPD) to utilize Complex Care Capacity Building funds awarded by the California Department of Social Services (CDSS) to support the start-up costs for the development of a highly integrated continuum of care that will serve foster youth who are in crisis.

DISCUSSION:
This Agreement will support the start-up of a Crisis Stabilization Unit (CSU) and two Enhanced Short-Term Residential Therapeutic Program (E-STRTP) beds managed by Seneca Family of Agencies. The CSU includes four-beds that provide up to 23 hours, 59 minutes of individualized, targeted crisis stabilization services. Youth eligible to Medi-Cal may be brought to the CSU via ambulance from an emergency department. The E-STRTP model is designed to serve youth who need longer-term stabilization in an individualized home-like placement while providing the added stability

from full-time staff.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office and the Probation Department as to financial provisions.

FINANCING:
This agreement is funded with Complex Care Capacity Building child welfare and probation allocations. Sufficient appropriations and estimated revenues for SOC005 are included in the FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Qualify of Life Strategic Plan Goal adopted by the Board of Supervisors by allowing the Department to improve the quality of life for children who have been victims, or are at high risk, of abuse or neglect. This Agreement will support the start-up costs for the development of a highly integrated continuum of care that will serve foster youth who are in crisis.
Mark a check to the related Board of Supervisors Strategic Plan Goals:

_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Administrative

Prepared by: Prepared by: Chelsea Chacon, Management Analyst III, x8596

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 11/4/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Seneca Family of Agencies to assist with the startup of a Crisis Stabilization Unit and two Enhanced Short-Term Residential Therapeutic Program beds in Monterey County for the period of November 18, 2025 through June 30, 2026, in the amount of $267,406; and
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This Agreement will support the start-up of a Crisis Stabilization Unit (CSU) and two Enhanced Short-Term Residential Therapeutic Program (E-STRTP) beds managed by Seneca Family of Agencies. The CSU includes four-beds that provide up to 23 hours, 59 minutes of individualized, targeted crisis stabilization services. Youth eligible to Medi-Cal may be brought to the CSU via ambulance from an emergency department. The E-STRTP model is designed to serve youth who need longer-term stabilization in an individualized home-like placement while providing the added stability from full-time staff.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office and the Probation Department as to financial provisions.

FINANCING:
This agreement is funded with Complex Care Capacity Building child welfare and probation allocations. Sufficient appropriations and estimated revenues for SOC005 are included in the FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Qualify of Life Strategic Plan Goal adopted by the Board of Supervisors by allowing the Department to improve the quality of life for children who have been victims, or are at high risk, of abuse or neglect. This Agreement will support the start-up costs for the development of a highly integrated continuum of care that will serve foster youth who are in crisis.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

__X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Administrative

Prepared by: Prepared by: Chelsea Chacon, Management Analyst III, x8596

Approved by: Roderick W. Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Docusign Envelope ID: 229EEBC4-1F65-4593-8E62-A67673113A8B

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Seneca Family of Agencies,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: assistance with the startup of a youth Crisis Stabilization Unit and two Enhanced Short-Term Residential Therapeutic Program beds in Monterey County.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 267,406.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from November 18, 2025 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

See page 11(a) for a list of Exhibits

Docusign Envelope ID: 229EEBC4-1F65-4593-8E62-A67673113A8B

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Roderick W. Franks, Director	Leticia Galyan, CEO
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas, CA 93901	8945 Golf Links Road, Oakland, CA 94605
Address	Address
831-755-4430	510-654-4004 x2225
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: DocuSigned by: Jose Ramirez AFF6F81E09A847F... Assistant Chief Probation Officer

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Anne Brereton A46091E3DE63489...
County Counsel

Date: 11/3/2025 | 10:38 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 11/3/2025 | 3:53 PM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

David Bolton, Risk Manager

Date: _____

CONTRACTOR

Seneca Family of Agencies
Contractor/Business Name *

By: DocuSigned by: Leticia Galyean F9DB5858EAAC467...
(Signature of Chair, President, or Vice-President)

Leticia Galyean CEO/President
Name and Title

Date: 10/29/2025 | 10:47 AM PDT

By: Signed by: Stacie Scott A2A280808B10445...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Chief Financial Officer
Name and Title

Date: 11/3/2025 | 10:02 AM PST

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Seneca Family of Agencies

Exhibit A	Scope of Services
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs
Exhibit H	Child Abuse & Neglect Reporting

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SCOPE OF SERVICES/PAYMENT PROVISIONS

SENECA FAMILY OF AGENCIES
COMPLEX CARE CAPACITY BUILDING

A. TOTAL FUNDING: $267,406 — Complex Care Capacity Building General Fund Allocation (CFL 21/22-54 and CFL 21/22-68)

B. CONTRACT TERM: November 18, 2025 – June 30, 2026

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Chelsea Chacon, Management Analyst III
1000 S. Main Street, Suite 205 Salinas, CA 93901
Phone: (831) 755-8596 Fax: (831) 755-4600
ChaconC@countyofmonterey.gov

Probation Department:
County of Monterey Probation Department
Wendi Reed, Management Analyst III
20 East Alisal, Salinas, CA 93901
Phone: (831) 755-3985
ReedWL@countyofmonterey.gov

Contractor Information:
Seneca Family of Agencies
Dawn Henson, Regional Executive Director
8945 Golf Links Road, Oakland, CA 94605-2102
Phone: (510) 410-3451 Fax: (831) 455-4791
Dawn_Henson@senecacenter.org

Location of Services:
Seneca Family of Agencies
124 River Road, Salinas, CA 93908

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: W95SGGLTRXF4
Date County Awarded Funding: N/A
ALN and Dollar Amount: N/A
Federal Award Description: N/A
Research and Development: No
Indirect Cost Rate: 15%

E. BACKGROUND:

In June 2024, the County of Monterey entered into a grant agreement with CDSS to provide a Children's Crisis Continuum Pilot Program (CCCPP) to close existing service gaps by building out comprehensive in-patient, crisis support, and community-based options. The CCCPP funding is earmarked for Seneca Family of Agencies to start up a range of additional high-end programs that do not currently exist locally to keep youth with complex needs in the community. These programs include a co-located, multi-tiered crisis treatment facility

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consisting of a Crisis Stabilization Unit (CSU) and Children's Crisis Residential Program (CCRP) and two Enhanced Short-Term Residential Therapeutic Program (E-STRTP) beds.

The CCCPP funding awarded by CDSS does not cover the cost of building out this continuum of care. Therefore, the purpose of this agreement is for the County of Monterey Family and Children's Services (FCS) and Juvenile Probation Department (JPD) to utilize Complex Care Capacity Building funds awarded by CDSS to support the start-up costs for the development of a highly integrated continuum of care that will serve foster youth who are in crisis.

F. TARGET POPULATION

Staff hired for CONTRACTOR's CSU and E-STRTP programs.

G. DESCRIPTION OF SERVICES:

G.1 Crisis Stabilization Unit (CSU) Start Up

- G.1.1 CONTRATOR shall hire a Trainer to provide four weeks of New Employee Orientation for the CSU.
- G.1.2 CONTRACTOR shall provide one month orientation and training for the following staff hired to work in the CSU:
  - G.1.2.a Register Nurse Manager
  - G.1.2.b Two Program Supervisors
  - G.1.2.c Three clinicians
  - G.1.2.d Two nurses
  - G.1.2.e Two counselors
  - G.1.2.f Four overnight counselors
  - G.1.2.g Program Assistant
  - G.1.2.h Health Information Specialist
- G.1.3 CONTRACTOR shall provide Nursing Director Consultation for four weeks at six hours per week.
- G.1.4 CONTRACTOR shall provide Psychiatry for 30.5 days at 6 hours per day.

G.2 Enhanced Short-Term Residential Treatment Program (E-STRTP)

- G.2.1 CONTRATOR shall hire a Trainer to provide four weeks of New Employee Orientation for the E-STRTP.
- G.2.2 CONTRACTOR shall provide one month orientation and training for the following staff hired to work in the E-STRTP:
  - G.2.2.a Register Nurse Manager
  - G.2.2.b Two Program Supervisors
  - G.2.2.c Six counselors (day/evening)
  - G.2.2.d Program Assistant
  - G.2.2.e Health Information Specialist
- G.2.3 CONTRACTOR shall provide Nursing Director Consultation for four weeks at six hours per week.
- G.2.4 CONTRACTOR shall provide Psychiatry for four weeks at eight hours per week.
- G.2.5 CONTRACTOR shall provide one week of STRTP training.

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SCOPE OF SERVICES/PAYMENT PROVISIONS

H. SERVICE GOALS:

CONTRACTOR agrees to the following program service measures:

H.1 CSU staff shall be trained and able to provide services.

H.2 E-STRTP staff shall be trained an able to provide services.

I. DATA SHARING AND EVALUATION

The following guidelines pertain to the sharing of data and program evaluation. In order to achieve stronger outcomes for children under the care of DSS and Probation who are in need of permanency, DSS and Probation will provide data and information specific to these children, as needed, to best support the CONTRACTOR supporting these families. CONTRACTOR will partner with the COUNTY on various tasks defined by the court process for receiving the family's Case Plans and CANS Assessments; however, no specific court case information that is not necessary for supporting permanency of the child will be shared, and all users will comply with Welfare & Institutions (W & I) Code Section 10850, 45 CFR § 205.50. *Violation of this statement may constitute grounds for corrective action up to and including termination of employment and/or this Agreement. Unauthorized use or release of confidential information may also subject the violator to personal, civil, and/or criminal liability and legal penalties.*

J. SUBCONTRACTOR(S)

Agreements executed between CONTRACTOR and subcontractor(s) performing work under this agreement shall require subcontractor(s) to comply with the provisions set forth in Section 9, Insurance and Section 8, Indemnification of this agreement, relative to CONTRACTOR. Subcontractor(s) agreements shall also include the provisions of Section10, Records & Confidentiality and Section 11 Non-Discrimination.

K. TRAVEL/TRAINING REIMBURSEMENT:

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

L. PROBATION DEPARTMENT RESPONSIBILITIES

The Probation Department shall:

L.1 Pass through funds allocated, per County Fiscal Letter (CFL) 21/22-54, to the Department of Social Services in the amount of **one hundred ten thousand five hundred seventy-five dollars ($110,575).**

L.2 Attend CCCPP start-up meetings.

M. PAYMENT PROVISIONS:

M.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

M.2 Total cost of this program is **two hundred sixty-seven thousand, four hundred six dollars ($267,406)**.

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M.2.1 The County Welfare Department Allocation is **one hundred fifty-six thousand eight hundred thirty-one dollars ($156,831).**

M.2.2 The County Probation Department Allocation is **one hundred ten thousand five hundred seventy-five dollars ($110,575).**

M.2.3 Details regarding payments toward this project shall be reported monthly on the Monthly Invoices in the form of **Exhibit D**.

M.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **two hundred sixty-seven thousand, four hundred six dollars ($267,406),** per **Exhibits C, Budget.**

M.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 20th day of the month in which services were performed on the form set in **Exhibit D**, **Invoice**. The final fiscal year invoices will be due no later than July 20th of each fiscal year.

M.5 CONTRACTOR shall provide an itemized list monthly of all flex funds requested by the CFT.

M.6 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the twenty (20th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 20th. If the Final Invoice is not received by COUNTY by close of business on July 20th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Dawn Henson** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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Complex Care Capacity Building Budget
Seneca Family of Agencies
November 18, 2025 - June 30, 2026

REVENUE	FISCAL YEAR 2025-26		
Monterey County Funds	CWD	CPD	Total
	$ 156,831.00	$ 110,575.00	$ 267,406.00
Total Revenue			**$ 267,406.00**
CSU START-UP EXPENSES	**Salary**	**FTE**	**TOTAL**
Personnel			
Register Nurse Manager	$ 130,000.00	0.70	$ 7,583.00
Program Supervisor	$ 85,000.00	2.00	$ 14,167.00
Clinician	$ 75,000.00	3.00	$ 18,750.00
Registered Nurse	$ 125,000.00	2.00	$ 20,833.00
Counselors (day/evening)	$ 55,000.00	2.00	$ 9,167.00
Overnight Counselor	$ 55,000.00	4.00	$ 18,333.00
Program Assistant	$ 54,000.00	0.50	$ 2,250.00
Health Information Specialist	$ 54,000.00	0.50	$ 2,250.00
New Employee Orientation Trainer	$ 140,000.00	1.00	$ 3,554.00
Total Personnel			**$ 96,887.00**
Benefits		26.6%	$ 25,777.00
Total Salary and Benefits			**$ 122,664.00**
Contract Services	**Hourly Rate**		
Nursing Consultant	$ 190.00		$ 4,560.00
Psychiatry	$ 240.00		$ 43,920.00
Total Contract Services			**$ 48,480.00**
Total CSU Expenses			**$ 171,144.00**
E-STRTP START-UP EXPENSES	**Salary**	**FTE**	**Total**
Personnel			
Register Nurse Manager	$ 130,000.00	0.30	$ 10,833.00
Program Supervisor	$ 85,000.00	2.00	$ 14,167.00
Counselors (day/evening)	$ 55,000.00	6.00	$ 27,500.00
Program Assistant	$ 54,000.00	0.50	$ 2,250.00
Health Information Specialist	$ 54,000.00	0.50	$ 2,250.00
New Employee Orientation Trainer	$ 120,000.00	1.00	$ 3,046.00
Total Personnel			**$ 60,046.00**
Benefits		26.6%	$ 15,976.00
Total Salary and Benefits			**$ 76,022.00**
Contract Services	**Hourly Rate**		
Nursing Consultant	$ 190.00		$ 4,560.00
Psychiatry	$ 240.00		$ 7,680.00
STRTP Trainer	$ 200.00		$ 8,000.00
Total Contract Services			**$ 20,240.00**
Total E-STRTP Expenses			**$ 96,262.00**
TOTAL			**$ 267,406.00**

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MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and SENECA FAMILY OF AGENCIES

Complex Care Capacity Building
11/18/2025 - 6/30/2026

INVOICE

SENECA
FAMILY OF AGENCIES | UNCONDITIONAL CARE

Invoice Number: xx-xxx
Invoice Month: _____

BUDGET ITEM	FY TOTAL BUDGET	PRIOR MONTH FY-TO-DATE EXPENSES	CURRENT MONTHLY EXPENSES	CURRENT FY-TO-DATE EXPENSES	BALANCE FY CONTRACT FUNDS
CSU START-UP EXPENSES					
Personnel					
Register Nurse Manager	$ 7,583.00	$ -	$ -	$ -	$ 7,583.00
Program Supervisor	$ 14,167.00	$ -	$ -	$ -	$ 14,167.00
Clinician	$ 18,750.00	$ -	$ -	$ -	$ 18,750.00
Registered Nurse	$ 20,833.00	$ -	$ -	$ -	$ 20,833.00
Counselors (day/evening)	$ 9,167.00	$ -	$ -	$ -	$ 9,167.00
Overnight Counselor	$ 18,333.00	$ -	$ -	$ -	$ 18,333.00
Program Assistant	$ 2,250.00	$ -	$ -	$ -	$ 2,250.00
Health Information Specialist	$ 2,250.00	$ -	$ -	$ -	$ 2,250.00
New Employee Orientation Trainer	$ 3,554.00	$ -	$ -	$ -	$ 3,554.00
Benefits (26.6%)	$ 25,777.00	$ -	$ -	$ -	$ 25,777.00
Total CSU Salaries and Benefits	**$ 122,664.00**	**$ -**	**$ -**	**$ -**	**$ 122,664.00**
Contract Services					
Nursing Consultant	$ 4,560.00	$ -	$ -	$ -	$ 4,560.00
Psychiatry	$ 43,920.00	$ -	$ -	$ -	$ 43,920.00
Total Contract Services	**$ 48,480.00**	**$ -**	**$ -**	**$ -**	**$ 48,480.00**
E-STRTP START-UP EXPENSES					
Personnel					
Register Nurse Manager	$ 10,833.00	$ -	$ -	$ -	$ 10,833.00
Program Supervisor	$ 14,167.00	$ -	$ -	$ -	$ 14,167.00
Counselors (day/evening)	$ 27,500.00	$ -	$ -	$ -	$ 27,500.00
Program Assistant	$ 2,250.00	$ -	$ -	$ -	$ 2,250.00
Health Information Specialist	$ 2,250.00	$ -	$ -	$ -	$ 2,250.00
New Employee Orientation Trainer	$ 3,046.00	$ -	$ -	$ -	$ 3,046.00
Benefits (26.6%)	$ 15,976.00	$ -	$ -	$ -	$ 15,976.00
Total E-STRTP Salaries and Benefits	**$ 76,022.00**	**$ -**	**$ -**	**$ -**	**$ 76,022.00**
Contract Services					
Nursing Consultant	$ 4,560.00	$ -	$ -	$ -	$ 4,560.00
Psychiatry	$ 7,680.00	$ -	$ -	$ -	$ 7,680.00
STRTP Trainer	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00
Total Contact Services	**$ 20,240.00**	**$ -**	**$ -**	**$ -**	**$ 20,240.00**
Total Program Costs	**$ 267,406.00**	**$ -**	**$ -**	**$ -**	**$ 267,406.00**

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible for payment pursuant to the terms of the contract.

Authorized signature	Title	Date
_____	_____	_____

DSS Authorized Signature/Title: _____ Date: _____

Remit to: Seneca Family of Agencies
2275 Arlington Drive
San Leandro, CA 94578

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Seneca Family of Agencies

By:_____

Title:_____

Date: _____

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature Title

Seneca Family of Agencies _____

Agency/Organization Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

_____ _____
(signature of authorized representative) (date)

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SENECA FAMILY OF AGENCIES
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

						Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
Program Name	*County Dept.*	*Contract No.*	*CFDA #*	*Contract Period*	*Contract Amount*	*Fiscal Year*	*Contract Life-to-Date*	*Fiscal Year*	*Contract Life-to-Date*	*Federal*	*Other Funds*	*Cash Match*	*In Kind Match*	*Total*

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CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

_____
Authorized Signature

_____
Date

- 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

Introduced: 11/5/2025

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment No. 1 to Agreement #5010-486 with Tovar Strategies, Inc. to provide outreach, marketing and website development adding $60,000 for a new contract total of $259,800 with no change to the contract term of July 1, 2025 through June 30, 2026; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($25,980) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $285,780.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment No. 1 to Agreement #5010-486 with Tovar Strategies, Inc. to provide outreach, marketing and website development adding $60,000 for a new contract total of $259,800 with no change to the contract term of July 1, 2025 through June 30, 2026; and
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SUMMARY
The Department is collaborating with the County of Monterey Health Department, and Natividad Medical Center to launch an outreach communications campaign to raise awareness about the upcoming Medi-Cal changes and to encourage Medi-Cal members to take steps to keep their coverage.

DISCUSSION:
As part of the campaign, the Department will provide digital/print, television and radio ads to increase awareness about the upcoming changes to the Medi-Cal program and the renewal process to ensure Medi-Cal beneficiaries keep their benefits.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Health Department and Natividad are partnering with Department of Social Services to implement this program. The Office of County Counsel has reviewed and approved the Agreement as to form, as

has the Auditor-Controller's Office as to financial provisions.

FINANCING:
The Board of Supervisors issued General Fund dollars to the Monterey County Health Department for thisMedi-Cal outreach communications campaign. The Department of Social Services will manage and pay the invoices for this amendment and will receive a reimbursement from the Health Department via an interdepartmental transfer. Sufficient appropriations in Appropriations Unit SOC005 are included in the FY 25-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by providing information to the community about the upcoming changes to the Medi-Cal program.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

_X__ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Administrative

Prepared by: Prepared by: Celeste Armijo, Management Analyst III, x5758

Approved by: Roderick W. Franks, Director, x4430

Attachments: Amendment No.1
Original Agreement

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 11/5/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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Mark a check to the related Board of Supervisors Strategic Plan Goals:

_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Administrative

Prepared by: Celeste Armijo, Management Analyst III, x5758

Approved by: Roderick W. Franks, Director, x4430

Attachments: Amendment No.1
Original Agreement

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

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COUNTY OF MONTEREY
Amendment No. 1 to Agreement No. 5010-486
Tovar Strategies, Inc

THIS AMENDMENT No. 1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Tovar Strategies, Inc (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an agreement for outreach, marketing, website development, maintenance services and technical assistance services for Family and Children's Services (FCS), the Child Abuse Prevention Council (CAPC), and Community Benefits (CB) MC CHOICE for a term of July 1, 2025 through June 30, 2026 with a total contract amount of $199,800 (hereinafter, "Original Agreement").

WHEREAS, the parties wish to amend the agreement via Amendment No. 1 by **adding $60,000** to support increased need for outreach with no changes to the contract term **for a revised** contract total of **$259,800.**

AGREEMENT

NOW THEREFORE, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, incorporated herein by this reference, except as specifically set forth below.

1. **Section 1.0, Paragraph titled "GENERAL DESCRIPTION**" is hereby amended as follows: **"**The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement."

2. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** is hereby amended as follows: "County shall pay CONTRACTOR in accordance with the payment provisions setClick or tap to enter a date. forth in **Exhibit AA,** subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed **$259,800.**"

3. **Exhibit AA** replaces Exhibit A and reflects the **addition** of **$60,000** for a **new contract amount** of **$259,800**.

4. **Exhibit AA-3** replaces Exhibit A-3 and reflects the **revised** scope of work and **addition** of **$60,000** for a **new contract amount** of **$87,500**.

5. **Exhibit BB** replaces Exhibit B and references the new **Exhibit AA, Exhibit AA-3, Exhibit CC-3 and Exhibit DD-3**.

6. **Exhibit CC-3** replaces Exhibit C-3**,** Budget and reflects the **addition** of the **$60,000 for a new contract total** of **$87,500.**

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7. **Exhibit DD-3** replaces Exhibit D-3, is the revised invoice, reflecting the additional **$60,000** for a **new contract total** of **$87,500.**

8. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.

9. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

[signature page follows]

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: _____
DSS Director or Designee

Date: _____

Approved as to Form

By: DocuSigned by: Anne Brereton A46091E5DE63489...
Deputy County Counsel

Date: 11/4/2025 | 2:25 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor Controller's Office

Date: 11/4/2025 | 3:29 PM PST

CONTRACTOR:

By: Signed by: Monica Tovar 8823310512504F8...
(Chair, President, Vice-President)

Monica Tovar, President
(Print Name & Title)

Date: 11/3/2025 | 9:26 AM PST

By: DocuSigned by: AC31DE0F6C3B43A...
(Secretary, CFO, Treasurer)

William Tovar secretary
(Print Name and Title)

Date: 11/4/2025 | 1:48 PM PST

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SCOPE OF SERVICES/PAYMENT PROVISIONS

TOVAR STRATEGIES INC.

A. TOTAL FUNDING: **$259,800.00**

B. CONTRACT TERM: July 1, 2025 – June 30, 2026

C. CONTACT INFORMATION:

Contractor Information: Tovar Strategies Inc.
Monica Tovar, President and CEO
90 West Alisal Street, Salinas, CA 93901
Phone: (831) 758-6435 Fax: (831) 758-3949
monica@tmdcreative.com

Location of Services: Tovar Strategies Inc.
90 West Alisal Street, Salinas, CA 93901

D. BACKGROUND:

CONTRACTOR shall provide technical marketing assistance and web-site development/maintenance services as outlined in **Exhibits A-1, A-2 and AA-3**, attached. Services are provided to Family and Children Services, Child Abuse Prevention Council, and Community Benefits.

E. PAYMENT PROVISIONS:

E.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit BB, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

E.2 Total cost of this program is ***two hundred fifty-nine thousand eight hundred dollars ($259,800.00)***.

E.3 Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibits D-1, D-2, and DD-3, Invoices**.

E.4 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed ***two hundred fifty-nine thousand eight hundred dollars ($259,800.00)***, per **Exhibits C-1 C-2, and CC-3, Budgets.**

E.5 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibits D-1, D-2 and DD-3**, **Invoices**. The final fiscal year invoices will be due no later than *July 10, 2026*.

E.6 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

PAYMENT SUMMARY

Branch	***FY 2025-26 TOTALS***
Family & Children Services	**$125,500.00**
Child Abuse Prevention Council	**$46,800.00**

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Community Benefits	**$87,500.00**
TOTAL:	**$259,800.00**

(End of Exhibit AA)

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SCOPE OF SERVICES/PAYMENT PROVISIONS

TOVAR STRATEGIES INC.

A. TOTAL FUNDING: **$87,500.00** Community Benefits

B. CONTRACT TERM: July 1, 2025-June 30, 2026

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Celeste Armijo, Management Analyst III
Community Benefits
1000 S. Main Street, Suite 208 Salinas, CA 93901
Phone: (831) 784-5758 Fax: (831) 755-8408
armijoc@countyofmonterey.gov

Contractor Information:
Tovar Strategies Inc.
Monica Tovar, President and CEO
90 West Alisal Street, Salinas, CA 93901
Phone: (831) 758-6435 Fax: (831) 758-3949
monica@tmdcreative.com

Location of Services:
Tovar Strategies Inc.
90 West Alisal Street, Salinas, CA 93901

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: M5UXR93G85E5
Date County Awarded Funding: July 1, 2025
ALN and Dollar Amount: N/A
Federal Award Description: N/A
Research and Development: No
Indirect Cost Rate: 10%

E. BACKGROUND:

CONTRACTOR shall provide technical assistance, design, revision, maintenance and support for the long format orientation (educational) video and MC-CHOICE website about benefit programs and customer rights and responsibilities. This video and website are currently in use by Community Benefits staff and customers. The tools provide required program access, rights and responsibilities to customers and web-based program information. The video and website are made available in English and Spanish.

F. DESCRIPTION OF SERVICES:

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 Web and video design, maintenance and support
F.2 Creative consulting for MC-CHOICE
F.3 Layout and graphics development
F.4 Videography Design/Animation
F.5 Design of radio/TV and digital ads

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F.6 CONTRACTOR shall ensure that CDC guidelines regarding mitigating the spread of infectious diseases, particularly regarding operating a public facility, are adhered to.

F.7 CONTRACTOR shall make efforts to provide all services in a low-barrier, trauma informed, and culturally considerate manner. All written and spoken communication intended for consumers shall be made available in English and Spanish at minimum and efforts to accommodate additional languages, when necessary, should be made.

G. PAYMENT PROVISIONS:

G.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit BB, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

G.2 Total cost of this program is ***eighty-seven thousand, five hundred dollars (87,500.00)***.

G.2.1 Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit DD-3, Invoice**.

G.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed ***eighty-seven thousand, five hundred dollars ($87,500.00)*****,** per **Exhibits CC-3, Budget.**

G.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit DD-3**, **Invoice**. The final fiscal year invoices will be due no later than *July 10, 2026*.

G.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit AA-3)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1, Exhibit D-2,** and **Exhibit DD-3**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2,** and **Exhibit C-3**. Only the costs listed in **Exhibit C-1, Exhibit C-2,** and **Exhibit CC-3** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2,** and **Exhibit CC-3**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA, Exhibit A-1, Exhibit A-2,** and **Exhibit AA-3**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A, Exhibit A-1, Exhibit A-2,** and **Exhibit AA-3**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Monica Tovar** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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Tovar Strategies, Inc.,
July 1, 2025 - June 30, 2026
MC-CHOICE BUDGET

Name of Agency: Tovar Strategies, Inc.

CATEGORY	MC-CHOICE
Web Maintenance and Hosting for 12 months from July 1, 2025 through June 30, 2026	$ 700.00
Technical Assistance and Design for Community Benefits MC-CHOICE website and Video Needs	$ 26,800.00
Medi-Cal Campaign (Radio/TV/Digital Ads)	**$ 60,000.00**
Subtotal	$ **87,500.00**
Sales Tax 9.25%	
TOTAL	**$ 87,500.00**

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EXHIBIT DD-3

Tovar Strategies, Inc.
July 1, 2025 - June 30, 2026
MC-CHOICE
Billing Summary/Claim

Invoice Number:_____

Invoice Period:_____

Name of Agency: Tovar Strategies, Inc.

CATEGORY	TOTAL BUDGET	TOTAL EXPENSES	BALANCE CONTRACT FUNDS
Web Maintenance and Hosting for 12 months from July 1, 2025 through June 30, 2026	$ 700.00		
Technical Assistance and Design for Community Benefits MC-CHOICE website and Video Needs	$ 26,800.00		
Medi-Cal Campaign (Radio/TV/Digital Ads)	**$ 60,000.00**		
Subtotal	$ **87,500.00**		
Sales Tax 9.25%			
TOTAL	**$ 87,500.00**		

I hereby certify that this report is correct and complete to the best of my knowledge.

_____
Person Completing Form

_____
Authorized Signature Title Date

_____
Monterey County DSS Authorized Signature Date

Remit To: Tovar Strategies, Inc.
90 West Alisal St.
Salinas, CA 93901

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Tovar Strategies, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: outreach, marketing, website development, maintenance services and technical assistance services for Family and Children's Services (FCS), the Child Abuse Prevention Council (CAPC), and Community Benefits (CB) MC CHOICE.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 199,800.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2025 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

See page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Initial
CONTRACTOR

DS
COUNTY

~~**Auto Liability Coverage:** must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.~~
~~*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*~~

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Roderick W. Franks, Director	Monica Tovar, President and CEO
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas, CA 93901	90 W. Alisal St., Salinas, CA 93901
Address	Address
831-755-4430	831-758-6435
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson — Contracts/Purchasing Officer

Date: 5/28/2025 | 9:56 AM PDT

By: _____ Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Anne Brereton — County Counsel

Date: 5/27/2025 | 4:44 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth — Auditor/Controller

Date: 5/28/2025 | 9:50 AM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____ David Bolton, Risk Manager

Date: _____

CONTRACTOR

Tovar Strategies, Inc.
Contractor/Business Name *

By: Signed by: — (Signature of Chair, President, or Vice-President)

Monica Tovar President & CEO
Name and Title

Date: 5/23/2025 | 2:40 PM PDT

By: DocuSigned by: — (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

William Tovar, VP
Name and Title

Date: 5/26/2025 | 6:24 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Tovar Strategies, Inc.

Exhibit A	Scope of Services/Payment Provisions
Exhibit A-1	Scope of Services – FCS
Exhibit A-2	Scope of Services – CAPC
Exhibit A-3	Scope of Services – MC-CHOICE
Exhibit B	DSS Additional Provisions
Exhibit C-1	Budget – FCS
Exhibit C-2	Budget – CAPC
Exhibit C-3	Budget – MC-CHOICE
Exhibit D-1	Invoice – FCS
Exhibit D-2	Invoice – CAPC
Exhibit D-3	Invoice – MC-CHOICE
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs
Exhibit H	Automobile Insurance Liability Waiver

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SCOPE OF SERVICES/PAYMENT PROVISIONS

TOVAR STRATEGIES INC.

A. TOTAL FUNDING: $199,800.00

B. CONTRACT TERM: July 1, 2025 – June 30, 2026

C. CONTACT INFORMATION:

Contractor Information: Tovar Strategies Inc.
Monica Tovar, President and CEO
90 West Alisal Street, Salinas, CA 93901
Phone: (831) 758-6435 Fax: (831) 758-3949
monica@tmdcreative.com

Location of Services: Tovar Strategies Inc.
90 West Alisal Street, Salinas, CA 93901

D. BACKGROUND:

CONTRACTOR shall provide technical marketing assistance and web-site development/maintenance services as outlined in **Exhibits A-1, A-2 and A-3**, attached. Services are provided to Family and Children Services, Child Abuse Prevention Council, and Community Benefits.

E. PAYMENT PROVISIONS:

E.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

E.2 Total cost of this program is ***one hundred ninety-nine thousand eight hundred dollars ($199,800.00)***.

E.3 Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibits D-1, D-2, and D-3, Invoices**.

E.4 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed ***one hundred ninety-nine thousand eight hundred dollars ($199,800.00)***, per **Exhibits C-1 C-2, and C-3, Budgets.**

E.5 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibits D-1, D-2 and D-3**, **Invoices**. The final fiscal year invoices will be due no later than *July 10, 2026*.

E.6 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

PAYMENT SUMMARY

Branch	***FY 2025-26 TOTALS***
Family & Children Services	**$125,500.00**
Child Abuse Prevention Council	**$46,800.00**

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Community Benefits	**$27,500.00**
TOTAL:	**$199,800.00**

(End of Exhibit A)

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SCOPE OF SERVICES/PAYMENT PROVISIONS

TOVAR STRATEGIES INC.

A. TOTAL FUNDING: $125,500 Realignment

B. CONTRACT TERM: July 1, 2025-June 30, 2026

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Alexis Boerlage, Management Analyst II
1000 S. Main Street, Suite 206 Salinas, CA 93901
Phone: (831) 755-4737 Fax: (831) 755-4438
boerlageam@countyofmonterey.gov

Contractor Information:
Tovar Strategies Inc.
Monica Tovar, President and CEO
90 West Alisal Street, Salinas, CA 93901
Phone: (831) 758-6435 Fax: (831) 758-3949
monica@tmdcreative.com

Location of Services:
Tovar Strategies Inc.
90 West Alisal Street, Salinas, CA 93901

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: M5UXR93G85E5
Date County Awarded Funding: N/A
ALN and Dollar Amount: N/A
Federal Award Description: N/A
Research and Development: No
Indirect Cost Rate: 10%

E. BACKGROUND:

CONTRACTOR shall provide ongoing technical marketing assistance and website development/maintenance for the County of Monterey Family and Children's Services Monterey County website. This includes support, maintenance, and continued development of materials for FCS efforts aimed at recruiting resource parents.

F. DESCRIPTION OF SERVICES:

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 Social media marketing and design asset development and assistance with content for the term of this agreement.

F.2 Website and mobile app maintenance, development, hosting, and expansion for the term of this agreement

F.3 Media placement, including, but not limited to:

F.3.1 TV

F.3.2 Radio

F.3.3 Print

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F.3.4 Digital
F.3.5 Social Media

F.4 Media production, including, but not limited to:
F.4.1 :30 TV PSAs
F.4.2 :30 Radio PSAs
F.4.3 Print Ad Design
F.4.4 Digital Ad Design

F.5 Development and printing of materials for marketing and outreach purposes. May include any of the following:
F.5.1 Brochures
F.5.2 Flyers
F.5.3 Mini Cards

F.6 CONTRACTOR shall ensure that CDC guidelines regarding mitigating the spread of infectious diseases, particularly regarding operating a public facility, are adhered to.

F.7 CONTRACTOR shall make efforts to provide all services in a low-barrier, trauma informed, and culturally considerate manner. All written and spoken communication intended for consumers shall be made available in English and Spanish at minimum and efforts to accommodate additional languages, when necessary, should be made.

G. PAYMENT PROVISIONS:

G.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

G.2 Total cost of this program is ***one hundred twenty-five thousand, five hundred dollars ($125,500.00).***
G.2.1 Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit D-1, Invoice**.

G.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed ***one hundred twenty-five thousand, five hundred dollars ($125,500.00)*****,** per **Exhibit C-1, Budget.**

G.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D-1**, **Invoice**. The final fiscal year invoices will be due no later than *July 10, 2026*.

G.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A-1)

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SCOPE OF SERVICES/PAYMENT PROVISIONS

TOVAR STRATEGIES INC.

A. TOTAL FUNDING: $46,800.00 CAPIT Funding Source

B. CONTRACT TERM: July 1, 2025-June 30, 2026

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Ginger Pierce, CAPC Director
1000 S. Main Street, Suite 111 Salinas, CA 93901
Phone: (831) 769-8784 Fax: (831) 784-2123
piercevr@countyofmonterey.gov

Contractor Information:
Tovar Strategies Inc.
Monica Tovar, President and CEO
90 West Alisal Street, Salinas, CA 93901
Phone: (831) 758-6435 Fax: (831) 758-3949
monica@tmdcreative.com

Location of Services:
Tovar Strategies Inc.
90 West Alisal Street, Salinas, CA 93901

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: M5UXR93G85E5
Date County Awarded Funding: July 1, 2025
ALN and Dollar Amount: N/A
Federal Award Description: CFDA 93.658 Ca. Department of Social Services
State Pass-Through: California Department of Social Services – CAPIT
Research and Development: No
Indirect Cost Rate: 10%

E. BACKGROUND:

CONTRACTOR shall provide ongoing a broad range of marketing assistance and web-site development/maintenance for the CAPC website. This includes partnership with Family and Children's Services on shared messaging opportunities.

F. DESCRIPTION OF SERVICES:

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 Web support and not less than bi-monthly review, updates and modifications to the CAPC website.

F.2 Collaborate on outreach educational planning efforts specific to CAPC to include the creation and purchase of appropriate outreach and promotional items.

F.3 Coordination, development and purchasing of television, radio and print Public Service Announcements (PSA) and advertisement that promote Child Abuse Prevention Month (CAPC) messaging in April of each year. All ads and purchasing to be coordinated with

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Department of Social Services CAPC Director as well as the FCS point of contact, PSA; materials can be shared between FCS and CAPC.

F.4 Web site support for the capacity to support community enrollment in limited CAPC educational opportunities as identified and shared by the COUNTY via the website.

F.5 Development of up to two annual (2) 30 second Public Service Announcements (PSA)/commercials to be aired in April each year. Both PSA's to be produced in Spanish for a total of up to (4) 30 second PSA's. The PSA will focus on a topic determined by the CAPC Council.

F.6 Work with Scope of Services and budget within FCS to increase airplay for PSAs with shared messaging goals produced via CAPC Scope of services.

F.7 CONTRACTOR shall make efforts to provide all services in a low-barrier, trauma informed, and culturally considerate manner. All written and spoken communication intended for consumers shall be made available in English and Spanish at minimum and efforts to accommodate additional languages, when necessary, should be made.

G. PAYMENT PROVISIONS:

G.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

G.2 Total cost of this program is ***forty-six thousand, eight hundred dollars ($46,800.00)***.

G.2.1 Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit D-2, Invoice**.

G.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed ***forty-six thousand, eight hundred dollars ($46,800)*****,** per **Exhibits C-2, Budget.**

G.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D-2**, **Invoice**. The final fiscal year invoices will be due no later than *July 10, 2026*.

G.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A-2)

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SCOPE OF SERVICES/PAYMENT PROVISIONS

TOVAR STRATEGIES INC.

A. TOTAL FUNDING: $27,500.00 Community Benefits

B. CONTRACT TERM: July 1, 2025-June 30, 2026

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Celeste Armijo, Management Analyst III
Community Benefits
1000 S. Main Street, Suite 208 Salinas, CA 93901
Phone: (831) 784-5758 Fax: (831) 755-8408
armijoc@countyofmonterey.gov

Contractor Information:
Tovar Strategies Inc.
Monica Tovar, President and CEO
90 West Alisal Street, Salinas, CA 93901
Phone: (831) 758-6435 Fax: (831) 758-3949
monica@tmdcreative.com

Location of Services:
Tovar Strategies Inc.
90 West Alisal Street, Salinas, CA 93901

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: M5UXR93G85E5
Date County Awarded Funding: July 1, 2025
ALN and Dollar Amount: N/A
Federal Award Description: N/A
Research and Development: No
Indirect Cost Rate: 10%

E. BACKGROUND:

CONTRACTOR shall provide technical assistance, design, revision, maintenance and support for the long format orientation (educational) video and MC-CHOICE website about benefit programs and customer rights and responsibilities. This video and website are currently in use by Community Benefits staff and customers. The tools provide required program access, rights and responsibilities to customers and web-based program information. The video and website are made available in English and Spanish.

F. DESCRIPTION OF SERVICES:

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 Web and video design, maintenance and support
F.2 Creative consulting for MC-CHOICE
F.3 Layout and graphics development
F.4 Videography Design/Animation

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F.5 CONTRACTOR shall ensure that CDC guidelines regarding mitigating the spread of infectious diseases, particularly regarding operating a public facility, are adhered to.

F.6 CONTRACTOR shall make efforts to provide all services in a low-barrier, trauma informed, and culturally considerate manner. All written and spoken communication intended for consumers shall be made available in English and Spanish at minimum and efforts to accommodate additional languages, when necessary, should be made.

G. PAYMENT PROVISIONS:

G.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

G.2 Total cost of this program is ***twenty-seven thousand, five hundred dollars ($27,500.00)***.

G.2.1 Details regarding payments toward this project shall be reported *monthly* on the *Monthly* Invoices in the form of **Exhibit D-3, Invoice**.

G.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed ***twenty-seven thousand, five hundred dollars ($27,500.00)*****,** per **Exhibits C-3, Budget.**

G.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the month in which services were performed on the form set in **Exhibit D-3**, **Invoice**. The final fiscal year invoices will be due no later than *July 10, 2026*.

G.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A-3)

Docusign Envelope ID: E7F81AC3-8CEF-4419-8451-252ED73F5545

MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1, Exhibit D-2,** and **Exhibit D-3**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2,** and **Exhibit C-3**. Only the costs listed in **Exhibit C-1, Exhibit C-2,** and **Exhibit C-3** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C-1, Exhibit C-2,** and **Exhibit C-3**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A, Exhibit A-1, Exhibit A-2,** and **Exhibit A-3**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A, Exhibit A-1, Exhibit A-2,** and **Exhibit A-3**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Monica Tovar** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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Tovar Strategies, Inc.
July 1, 2025 - June 30, 2026
FCS BUDGET

Name of Agency: Tovar Strategies, Inc.

CATEGORY	FCS
Social Media Marketing and Design assets development and content assistance	$ 14,401.00
Website and Mobile App Maintenance, Development, Hosting, and Expansion	$ 7,050.00
Media Placement TV, Radio, Print, Digital, and Social Media (NON TAXABLE)	$ 92,725.00
Media Production	$ 7,500.00
Outreach Materials	$ 3,500.00
Subtotal	$ 125,176.00
Sales Tax 9.25% on Only Outreach Materials	$ 324.00
TOTAL	**$ 125,500.00**

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Tovar Strategies, Inc.
July 1, 2025 - June 30, 2026
CAPC BUDGET

Name of Agency: Tovar Strategies, Inc.

CATEGORY	CAPC
Web Maintenance, Hosting, Developing and Expansion	$ 10,500.00
Video Production in English and Spanish	$ 8,000.00
Media Placement TV, Radio, Print, Digital, and Social Media (NON TAXABLE)	$ 15,000.00
Print and Digital Assets	$ 5,000.00
Promo Items	$ 4,851.26
Miscellaneous	$ 3,000.00
Subtotal	$ 46,351.26
Sales Tax 9.25% Only Outreach Materials	$ 448.74
TOTAL	**$ 46,800.00**

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Tovar Strategies, Inc.,
July 1, 2025 - June 30, 2026
MC-CHOICE BUDGET

Name of Agency: Tovar Strategies, Inc.

CATEGORY	MC-CHOICE
Web Maintenance and Hosting for 12 months from July 1, 2025 through June 30, 2026	$ 700.00
Technical Assistance and Design for Community Benefits MC-CHOICE website and Video Needs	$ 26,800.00
Subtotal	$ 27,500.00
Sales Tax 9.25%	
TOTAL	**$ 27,500.00**

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EXHIBIT D-1

Tovar Strategies, Inc.
July 1, 2025 - June 30, 2026
Family and Children's Services
Billing Summary/Claim

Invoice Number:_____

Invoice Period:_____

Name of Agency: Tovar Strategies, Inc.

CATEGORY	TOTAL BUDGET	TOTAL EXPENSES	BALANCE CONTRACT FUNDS
Social Media Marketing and Design assets development and content assistance	$ 14,401.00		
Website and Mobile App Maintenance, Development, Hosting, and Expansion	$ 7,050.00		
Media Placement TV, Radio, Print, Digital, and Social Media (NON TAXABLE)	$ 92,725.00		
Media Production	$ 7,500.00		
Outreach Materials	$ 3,500.00		
Subtotal	$ 125,176.00		
Sales Tax 9.25%	$ 324.00		
TOTAL	**$ 125,500.00**		

I hereby certify that this report is correct and complete to the best of my knowledge.

_____

Person Completing Form

_____

Authorized Signature Title Date

_____

Monterey County DSS Authorized Signature Date

Remit To: Tovar Strategies, Inc.
90 West Alisal St.
Salinas, CA 93901

Docusign Envelope ID: E7F81AC3-8CEF-4419-8451-252ED73F5545

Tovar Strategies, Inc.
July 1, 2025 - June 30, 2026
CAPC
Billing Summary/Claim

Invoice Number:_____

Invoice Period:_____

Name of Agency: Tovar Strategies, Inc.

CATEGORY	TOTAL BUDGET	TOTAL EXPENSES	BALANCE CONTRACT FUNDS
Web Maintenance, Hosting, Developing and Expansion	$ 10,500.00		
Video Production in English and Spanish	$ 8,000.00		
Media Placement TV, Radio, Print, Digital, and Social Media (NON TAXABLE)	$ 15,000.00		
Print and Digital Assets	$ 5,000.00		
Promo Items	$ 4,851.26		
Miscellaneous	$ 3,000.00		
Subtotal	$ 46,351.26		
Sales Tax 9.25%	$ 448.74		
TOTAL	**$ 46,800.00**		

I hereby certify that this report is correct and complete to the best of my knowledge.

_____

Person Completing Form

_____

Authorized Signature Title Date

_____

Monterey County DSS Authorized Signature Date

Remit To: Tovar Strategies, Inc.
90 West Alisal St.
Salinas, CA 93901

Docusign Envelope ID: E7F81AC3-8CEF-4419-8451-252ED73F5545

EXHIBIT D-3

Tovar Strategies, Inc.
July 1, 2025 - June 30, 2026
MC-CHOICE
Billing Summary/Claim

Invoice Number:_____

Invoice Period:_____

Name of Agency: Tovar Strategies, Inc.

CATEGORY	TOTAL BUDGET	TOTAL EXPENSES	BALANCE CONTRACT FUNDS
Web Maintenance and Hosting for 12 months from July 1, 2025 through June 30, 2026	$ 700.00		
Technical Assistance and Design for Community Benefits MC-CHOICE website and Video Needs	$ 26,800.00		
Subtotal	$ 27,500.00		
Sales Tax 9.25%			
TOTAL	**$ 27,500.00**		

I hereby certify that this report is correct and complete to the best of my knowledge.

_____

Person Completing Form

_____

Authorized Signature Title Date

_____

Monterey County DSS Authorized Signature Date

Remit To: Tovar Strategies, Inc.
90 West Alisal St.
Salinas, CA 93901

Docusign Envelope ID: E7F81AC3-8CEF-4419-8451-252ED73F5545

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Tovar Strategies, Inc.

By: Signed by: 8823310512564F8...

Title: President

Date: 5/23/2025 | 2:40 PM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Signature 88231D512564F8...

President
Title

Tovar Strategies, Inc.
Agency/Organization

5/23/2025 | 2:40 PM PDT
Date

Docusign Envelope ID: E7F81AC3-8CEF-4419-8451-252ED73F5545

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Signed by:
882031051256 4E8
(signature of authorized representative)

5/23/2025 | 2:40 PM PDT
(date)

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TOVAR STRATEGIES, INC.
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

						Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
Program Name	*County Dept.*	*Contract No.*	*CFDA #*	*Contract Period*	*Contract Amount*	*Fiscal Year*	*Contract Life-to-Date*	*Fiscal Year*	*Contract Life-to-Date*	*Federal*	*Other Funds*	*Cash Match*	*In Kind Match*	*Total*

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INSURANCE MODIFICATION

Modification to Section 9.03:

Automobile Insurance
Contractor will not be using any motor vehicles, including owned, leased, non-owned, or hired vehicles, to provide services under this Agreement. Should Contractor have a need or be required to use any motor vehicles to provide services under this Agreement during the term of the Agreement, Contractor shall comply with County's insurance requirements pertaining to Automobile Liability as described in Section 9.03 of this Agreement.

Signed by:

8823310512564F8...
Contractor Signature

Date: 5/23/2025 | 2:40 PM PDT

Introduced: 10/29/2025 **Current Status:** Criminal Justice - Consent

Version: 1 **Matter Type:** General Agenda Item

a. Authorize the Contracts/Purchasing Officer, or designee, to execute **two** one-year retroactive renewal agreements with Karpel Computer Systems, Inc. for the continued operation of the case management system and related services for the Office of the District Attorney. The first retroactive renewal agreement is in an amount not to exceed $112,950 for the term effective July 1, 2024 through June 30, 2025, and the second retroactive renewal agreement is in an amount not to exceed $200,000 for the term effective to July 1, 2025 through June 30, 2026.
b. Accept non-standard contract provisions as recommended by the District Attorney;
c. Authorize the Contracts/Purchasing Officer or their designee or the District Attorney or their designee to execute all necessary documents and verifications related to the retroactive renewal Agreement effective July 1, 2024 through June 30, 2025, which is not subject to further amendment or additional services;
d. Authorize the Contracts/Purchasing Officer or their designee or the District Attorney or their designee to sign and execute all necessary documents and verifications related to the retroactive renewal Agreement effective July 1, 2025 through June 30, 2026, including any amendments or additions of services, subject to County Counsel review, provided such amendments do not cause the renewal Agreement amount to exceed $200,000;
e. Authorize the Contracts/Purchasing Officer or their designee to issue purchase orders on an as-needed basis pursuant to the Agreement retroactive to July 1, 2025 through June 30, 2026.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Contracts/Purchasing Officer, or designee, to execute **two** one-year retroactive renewal agreements with Karpel Computer Systems, Inc. for the continued operation of the case management system and related services for the Office of the District Attorney. The first retroactive renewal agreement is in an amount not to exceed $112,950 for the term effective July 1, 2024 through June 30, 2025, and the second retroactive renewal agreement is in an amount not to exceed $200,000 for the term effective to July 1, 2025 through June 30, 2026.
b. Accept non-standard contract provisions as recommended by the District Attorney;
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d. Authorize the Contracts/Purchasing Officer or their designee or the District Attorney or their designee to sign and execute all necessary documents and verifications related to the retroactive renewal Agreement effective July 1, 2025 through June 30, 2026, including any amendments or additions of services, subject to County Counsel review, provided such amendments do not cause the

renewal Agreement amount to exceed $200,000;
e. Authorize the Contracts/Purchasing Officer or their designee to issue purchase orders on an as-needed basis pursuant to the Agreement retroactive to July 1, 2025 through June 30, 2026.

SUMMARY

On August 30, 2023, the Board approved a one-year agreement with Karpel Computer Systems, Inc., covering the period of July 1, 2023 through June 30, 2024, in the maximum amount of $220,000, to provide case management software services for the District Attorney's Office. The agreement was structured with automatic annual renewals to ensure the continued provision of these essential services and ongoing system support.

Karpel Computer Systems, Inc. has provided the District Attorney's Office case management system since 2013, supporting critical prosecutorial functions and information management such as case filing, review of criminal histories, tracking of case progress, and compliance with statutory obligations. The system's licensing, hosting, maintenance, and support services are critical to maintaining reliable performance, secure access, and ongoing functionality.

This item requests Board approval of two one-year retroactive renewal agreements with Karpel Computer Systems, Inc. for case management software and related services for the District Attorney's Office. The first retroactive renewal agreement, effective July 1, 2024 through June 30, 2025, is being executed for record purposes to formally document services provided under the renewal terms previously approved by the Board on August 30, 2023. The second retroactive renewal agreement, effective July 1, 2025 through June 30, 2026, continues ongoing services essential to the operation and maintenance of the District Attorney's Office case management system.

Approval of these renewals will ensure uninterrupted operation of this critical system, which enables efficient case management for over 13,700 cases handled annually by the District Attorney's Office, supports prosecutorial effectiveness and efficiency, and advances the District Attorney's Office's mission to promote justice.

DISCUSSION:

Karpel Computer Systems, Inc. has provided the District Attorney's Office case management system since 2013. The Prosecutor by Karpel (PbK) system is a secure, cloud-based platform that enables the Office to manage its caseload efficiently from case initiation through resolution.
It supports critical prosecutorial functions such as case intake, criminal history review, charging, discovery, and statutory reporting, ensuring that attorneys and staff can process cases accurately and in compliance with legal requirements.

The system integrates seamlessly with internal County processes and external justice partners, allowing for electronic filing and the secure exchange of case information. Its licensing, hosting, maintenance, and support services are vital to maintaining system reliability, safeguarding sensitive data, and ensuring continuous access to essential case management tools.

This item requests Board approval of two one-year retroactive renewal agreements with Karpel

Computer Systems, Inc. for continued case management software and related services. The first agreement, effective retroactive to July 1, 2024 through June 30, 2025, is being executed for record purposes to formally document services provided under renewal terms previously approved by the Board on August 30, 2023. The second agreement, effective retroactive to July 1, 2025 through June 30, 2026, continues the operation, maintenance, and vendor support necessary to sustain the District Attorney's Office case management system.

Ongoing vendor support is essential to maintaining functionality, data integrity, and compliance with evolving legal and technological standards. Approval of these retroactive renewals will ensure uninterrupted system operation, allowing the District Attorney's Office to continue managing cases effectively, improving prosecutorial efficiency, and advancing its mission to promote justice and public safety.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

County Counsel has approved the agreement as to legal form. Auditor-Controller's Office reviewed the contract but does not agree to the non-standard payment provisions.

FINANCING:

The Fiscal Year 2024-25 Adopted Budget for the District Attorney, Appropriation Unit DIS001, Unit 8063 included sufficient appropriations for this amendment. Funding for this Agreement in Fiscal Year 2025-26 was included the District Attorney's Adopted Budget. Ongoing costs will be included in the budget approval process. There will be no increase in the General Fund Contribution resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

Increasing Public Safety through more efficient utilization of resources.
Mark a check to the related Board of Supervisors Strategic Plan Goals

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
X Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

____ Administrative

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Andrea Lopez, Management Analyst II, Ext. 5085

Approved by: Jeannine M. Pacioni, District Attorney, Ext. 5470

Attachments:

a. Renewal Agreement with Karpel Computer Systems, Inc. for the period of July 1, 2024 through June 30, 2025
b. Renewal Agreement with Karpel Computer Systems, Inc. for the period of July 1, 2025 through June 30, 2026

Introduced: 10/29/2025 **Current Status:** Criminal Justice - Consent

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OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

County Counsel has approved the agreement as to legal form. Auditor-Controller's Office reviewed the contract but does not agree to the non-standard payment provisions.

FINANCING:

The Fiscal Year 2024-25 Adopted Budget for the District Attorney, Appropriation Unit DIS001, Unit 8063 included sufficient appropriations for this amendment. Funding for this Agreement in Fiscal Year 2025-26 was included the District Attorney's Adopted Budget. Ongoing costs will be included in the budget approval process. There will be no increase in the General Fund Contribution resulting from this Board action.

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X Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

____ Administrative

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Andrea Lopez, Management Analyst II, Ext. 5085

Approved by: Jeannine M. Pacioni, District Attorney, Ext. 5470

Attachments:

a. Renewal Agreement with Karpel Computer Systems, Inc. for the period of July 1, 2024 through June 30, 2025
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9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

MONTEREY COUNTY DISTRICT ATTORNEY'S OFFICE-CA

RENEWAL AGREEMENT FOR

PROSECUTORbyKarpel® & HOSTEDbyKarpel®

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This Agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Monterey County (hereinafter referred to as "Client") is hereby entered into between the parties with respect to one or more of Karpel Solutions' copyrighted software program(s) known as PROSECUTORbyKarpel®, and/or HOSTEDbyKarpel® (hereinafter referred to as "the Software Program(s)").

1. INVESTMENT SUMMARY AND PRICING

Karpel Solutions will grant to Client a license to use the Software Program(s) as set forth herein in exchange for payment as follows:

Description	Quantity	Cost	Annual Total
PROSECUTORbyKarpel Annual maintenance	130	$450	$58,500
PBK Annual Hosting	130	$100	$13,000
PBK Annual Unlimited eDiscovery	130	$125	$16,250
Hosting Additional Storage 5 TB (2 Free; 3 Billable)	3	$500	$1,500
PBK Custom Subpoena Interface (Initial 50 %; one-time fee)	1	$12,500	$12,500
PBK Custom Report Development Fee (per hour)		$150	
PBK Annual Test Site	1	$1,200	1,200
PBK Annual Interface Maintenance: Mark43, Tracnet, 8715 Criminal History Reporting, Courts, iSubpoena.	5	$2,000	$10,000
Total			**$112,950**

This pricing is based upon the following terms and conditions:

1. The above costs do not include additional hardware, Microsoft licenses, or networking services which may be necessary to properly and legally operate the Software Program(s). Such expenses are solely Client's responsibility.

2. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage per instance of the Software Program(s). If Client's storage exceeds 2TB in any instance, any additional storage above 2TB will automatically be added to Client's bill at the rate(s) set forth in the Cost Sheet. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same.

3. Client agrees to pay Karpel Solutions for any materials purchased for Client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client. Client will reimburse Karpel Solutions for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and ground transportation.

4. Upon termination of this Agreement, whether by Client, Karpel, or mutual agreement of the parties, Client agrees to pay to Karpel Solutions a data collection fee in the amount of $1,000 to compensate Karpel Solutions for its time and services required in connection with the return of Client Content and Confidential Information upon termination of this Agreement.

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1.1 Payment Terms

Annual fees for the Agreement are due and payable within 30 days of the renewal date, unless Karpel Solutions or Client gives notice as set forth herein of intent not to renew or otherwise terminates this Agreement as set forth in "Termination" below.

TERM. This Agreement shall be for a term of one (1) year, effective retroactive to 7/1/2024 thru 6/30/2025. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing for subsequent annual terms is subject to change at the sole discretion of Karpel Solutions, though Karpel Solutions will provide Client with at least ninety (90) days' notice of any pricing change prior to the renewal date.

SUSPENSION OR TERMINATION OF SERVICES FOR NON-PAYMENT. In the event that Client fails to pay any amounts due and such non-payment continues for a period of ninety (90) days, Karpel Solutions may suspend Services hereunder until full payment is received and/or may terminate this Agreement for non-payment, in addition to, and without limitation to, exercising any other rights or remedies which may exist under the law.

INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law. Client agrees to pay any and all costs of collection incurred by Karpel Solutions, including, but not limited to, any attorneys' fees incurred by Karpel Solutions, with respect to any past due balance(s) on Client's account.

2. ANNUAL SUPPORT

2.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually, separate and apart from any license fees required by this Agreement. The option to purchase annual support is solely at Client's discretion. Client's license to use the Software Program(s) is not dependent upon Client purchasing annual support; however, if Client discontinues annual support, Client will not be provided with updated versions of the Software Program(s), unless the updates are purchased by Client. Provided Client's computers, network and systems meet recommended specifications set by Karpel Solutions and Client has purchased and is current with annual support payments, Karpel Solutions will provide updated versions of the Software Program(s) as they become available during the term of the Agreement. If Client elects to renew the annual support service, Karpel Solutions has the right to increase current pricing for annual support at the time of renewal, provided that notice of the increased pricing is provided to Client prior to the effective date of the renewal of the annual support service.

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2.1.1 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all Software Program(s) provided, including ongoing unlimited telephone technical support problem determination and resolution.

2.1.2 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, between the hours of 7:00 a.m. and 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

2.1.3 INCLUDED SUPPORT

Support services include the detection and correction of errors in the Software Program(s) and the implementation of all of the Software Program(s) changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live, allowing Karpel Solutions to provide the needed support to meet the service level agreement.

2.1.4 RESPONSE TIMES

Karpel Solutions will be responsive and timely to technical support calls/inquires made by Client. Client will first make support inquires through their qualified system administrators to assure the policies and business practices of Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity of the issue/support problem shall determine the* average problem resolution response time *as follows:*

**If the remote support tool is not installed or available with respect to a reported issue, Karpel Solutions will not provide technical support for any such reported issues.*

Severity Level 1 shall be defined as urgent situations, when Client's production system is down and Client is unable to use the Software Program(s), Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by Client.

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Severity Level 2 shall be defined as critical Software Program(s) system component(s) that have significant outages and/or failure precluding successful operation, and possibly endangering the customer's environment. The Software Program(s) may operate but are severely restricted. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by Client.

Severity Level 3 shall be defined as a minor problem that exists with the Software Program(s) but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of Software Program(s), unless otherwise authorized in writing by Client.

General Assistance: For general Software Program(s) support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day.

2.2 SERVICE LEVEL COMMITMENT

UPTIME: Karpel Solutions is committed to providing the Software Program(s) in a consistent and reliable manner. Karpel Solutions will provide the Software Program(s) to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance Including, but not limited to, outline, preventative or emergency maintenance of the Software Program(s). Client understands that scheduled maintenance may affect availability of the Software Program(s). If scheduled maintenance is to be performed, Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of Client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Software Program(s), Karpel Solutions will use its best efforts to maintain consistent, regular and validated backup of Client Content and Confidential Information imported into the Software Program(s) in accordance with the Microsoft Azure government cloud network's policies and procedures. Upon written request, Karpel Solutions will make available to Client a copy of the current Microsoft Azure retention and backup policies and procedures.

AUDITS AND SECURITY: Karpel Solutions is committed to maintaining the security of Client Content and Confidential Information maintained in the Software Program(s). Karpel Solutions will maintain the Software Program(s) in a reasonably secure manner, subject to Client's own obligations to protect and safeguard usernames and passwords on Client's end. Karpel Solutions will perform security audits of the Software Program(s) in accordance with the Microsoft Azure

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government cloud policies and procedures to protect the integrity and security of the Software Program(s).

DATA TRANSMISSION: Karpel Solutions ensures that all data transmitted to and from the Software Program(s) is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

DATA LOCATION: Karpel Solutions will maintain the Software Program(s), Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

3. OWNERSHIP OF INTELLECTUAL PROPERTY

KARPEL SOLUTIONS OWNERSHIP: Karpel Solutions retains all rights, title and interests in and to the Software Program(s) and any related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software Program(s) will become the property of Karpel Solutions, and Client hereby assigns all such rights to Karpel Solutions without charge. Client is granted a non-exclusive, non-transferable license with respect to the Software Program(s) on the terms and conditions set forth in this Agreement.

CLIENT OWNERSHIP: Client retains all rights, title, and interests in and to Client Content. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully paid license to use, copy, and modify Client Content solely to the extent necessary and for the sole purposes of providing access to the Software Program(s) or otherwise complying with its obligations under this Agreement.

COPYRIGHT. Karpel Solutions reserves the right to seek damages if Client is responsible for a violation of Karpel Solutions' copyright, and Client assumes full responsibility for the acts and omissions of its agents acting in the course and scope of their duties for Client with respect to the protection of Karpel Solutions' copyright.

4. CLIENT RESPONSIBILITIES & OBLIGATIONS

PASSWORD PROTECTION AND USER REQUIREMENTS. Access to the Software Program(s) is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Software Program(s). KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the Software Program(s). Only the number of users set forth in the Cost Sheet may access the Software Program(s). Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access the Software Program(s). Client agrees that Karpel Solutions is not liable for, and Client agrees to hold Karpel Solutions harmless for, any unauthorized access to the Software Program(s), including without limitation, access caused by data destruction and/or failure to protect the login and password information of users.

RESTRICTIONS ON USE. Client agrees to conduct all activities on the Software Program(s) in accordance with all applicable laws and regulations. Access to the Software Program(s) must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) alter, modify, decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software Program(s), source code,

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algorithms, or underlying ideas of the Software Program(s); (ii) add to, remove from, or otherwise modify the Software Program(s), interfaces, and/or data without the express written consent of Karpel Solutions; (iii) provide, lease, lend, subcontract, sublicense, or re-publish for service bureau or hosting purposes any or all of the Software Program(s); (iv) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software Program(s) or (v) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software Program(s).

SUSPENSION OF ACCESS. Karpel Solutions reserves the right to immediately suspend access to Software Program(s) without notice and at any time: (i) if Karpel Solutions suspects or has reason to suspect a security or data breach; (ii) if suspension is necessary to protect Karpel Solutions' rights, Client's rights or the rights of a third party; (iii) if Client misuses the Software Program(s); (iv) if Client fails to make any payments as required under this Agreement; and/or (v) if Client otherwise violates this Agreement. Karpel Solutions will provide notice to Client upon suspension of the Software Program(s).

5. LICENSE TERMS AND USE

The Software Programs are proprietary products of Karpel Solutions. They are licensed (not sold) and are licensed to Client for its use and only in accordance with the terms set forth below. During the term of this Agreement, Karpel Solutions hereby grants Client a non-exclusive, non-transferable right and license to use the Software Program(s) solely in accordance with the terms of this Agreement. Client's license will terminate immediately and automatically upon the expiration or termination of this Agreement. Client may not sub-license any rights under this Agreement to any party without Karpel Solution's prior written consent, which may be withheld by Karpel Solutions in its sole and absolute discretion. Client's license is subject at all times to Client's full compliance with this Agreement.

1. Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated Documentation furnished.

2. Client cannot distribute, rent, sublicense, or lease the Software Program(s). A separate license of the Software Program(s) is required for each authorized user or employee. Each license of the Software Program(s) may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor by more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week combined).

   Client agrees to allow Karpel Solutions to audit Client's use of the Software Program(s) and licenses of the Software Program(s) at any time. Client will cooperate with respect to the audit, including providing access to any books, computers, records or other information that relate to the use of the Software Program(s). Such audit will not unreasonably interfere with Client's activities.

   In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of the Software Program(s), Karpel Solutions shall be entitled to, and Client must pay to Karpel Solutions, the monetary equivalent of the costs that would have been incurred by Client had Client properly obtained the license, installation and training for the unauthorized user(s) associated with each violation, and Client will also reimburse Karpel Solutions for the reasonable

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cost of the audit, in addition to any other remedies to which Karpel Solutions may be entitled under the law.

3. This license does not transfer any rights to Software Program(s) source codes, unless Karpel Solutions ceases to do business without transferring its obligations under this Agreement to another qualified software business. Karpel Solutions will, at Client's expense, enter into escrow agreement for the storage of the source codes.

4. Client may not use, copy, modify, or transfer the Software Program(s) or Documentation, in whole or in part, except as expressly provided herein. The Software Program(s) and the Documentation are protected by copyright and trade secret laws. Karpel Solutions retains all rights in any copy, derivative or modification to the Software Program(s) and Documentation no matter by whom made. The Software Program(s) are licensed for single installations of one full time employee or two part-time employees as set forth above. A separate license is required for each installation of the Software Program(s). Client shall not provide or disclose or otherwise make available the Software Program(s) or any portion thereof in any form to any third party. Client acknowledges that unauthorized copying and/or distribution will cause substantial damage to Karpel Solutions far greater than the value of the copies involved.

5. The Software Program(s) were developed exclusively at private expense and are Karpel Solutions' trade secrets. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records, the Software Program(s) and Documentation shall be considered exempt from disclosure. The Software Program(s) are "commercial computer software" subject to limited utilization "Restricted Rights." The Software Program(s), including all copies, are and shall remain proprietary to Karpel Solutions. In the event that a third party seeks to compel disclosure and/or production of the Software Program(s) or Documentation by court order or otherwise, Client shall promptly give notice to Karpel Solutions so as to allow Karpel Solutions to take whatever steps it deems necessary to prevent such disclosure and/or production, and Client agrees to cooperate with Karpel Solutions in connection therewith.

6. WARRANTY

1. LIMITED WARRANTY: Karpel Solutions warrants it will provide the Software Program(s) and Services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in this Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software Program(s) in material accordance with the Service Level Commitment outlined in this Agreement. No representations or warranties as to the use, functionality or operation of the Software Program(s) or Services are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions disclaims all other warranties as set forth below.

   Karpel Solutions makes no warranties, express or implied, as to any third-party software or as to Karpel Solutions' ability to support such software on an on-going basis. Karpel Solutions also makes no warranties, express or implied, as to the quality of or the ability of software developed

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by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at Client's facilities or as may be added by Client.

2. INTERNET: Karpel Solutions makes the Software Program(s) available to Client through the Internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Software Program(s). Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any delays, interruptions, suspensions or unavailability of the Software Program(s) attributable to problems with the Internet or the configuration of Client's computer systems or network.

3. SYSTEM REQUIREMENTS: Karpel Solutions provides the Software Program(s) based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any failure of the Software Program(s) based upon Client's failure to comply with the system requirements of Karpel Solutions.

4. WARRANTY LIMITATION: The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from: (i) Client's failure to use any new or corrected versions of the Software Program(s) made available, (ii) use of the Software Program(s) by Client for any purpose and/or in any manner other than that authorized in this Agreement, (iii) use of the Software Program(s) in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software Program(s), (iv) misuse of the Software Program(s) by Client, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification or alteration of the Software Program(s) not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.

5. DISCLAIMER: THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT: (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SOFTWARE PROGRAM(S) WILL BE CONTINUOUS, ERROR-FREE, OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE PROGRAM(S) WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, OR (iii) THAT THE SOFTWARE PROGRAM(S) WILL MEET CLIENT'S NEEDS.

6. EXCLUSIVE REMEDIES: If the Software Program(s) provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty above, Karpel Solutions' sole obligation shall be to correct or modify the Software Program(s) at no additional charge to Client. If Karpel Solutions is unable to correct or modify the Software Program(s) to the satisfaction of Client, Client's sole remedy will be to terminate this Agreement by written notice to Karpel Solutions and receive a refund of any fees pre-paid, if any, for the pro rata remainder of the then-effective term of this Agreement.

7. LIMITATION OF LIABILITY

CLIENT AGREES THAT KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CLIENT WAIVES ANY RIGHTS AND AGREES TO HOLD KARPEL SOLUTIONS HARMLESS FROM AND AGAINST ANY SUCH DAMAGES OR LOSSES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. REGARDLESS OF THE FORM OF THE CLAIM, **KARPEL SOLUTIONS' TOTAL LIABILITY TO CLIENT SHALL BE LIMITED TO THE LESSER OF: (i) THE EXTENT AND AMOUNT OF ANY INSURANCE COVERAGE WHICH IS AVAILABLE FOR SUCH CLAIM(S), OR (ii) THE AMOUNT OF FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE THIRTY (30) DAY PERIOD PRIOR TO SUCH CLAIM(S) ARISING. TO THE EXTENT THAT INSURANCE COVERAGE IS AVAILABLE FOR SUCH CLAIM(S), CLIENT AGREES THAT CLIENT'S SOLE RECOURSE SHALL BE PAYMENT OF ANY AVAILABLE INSURANCE PROCEEDS, AND CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH INSURANCE PROCEEDS IN FULL SATISFACTION OF SUCH CLAIM(S).**

8. TERMINATION

TERMINATION BY CLIENT: In the event that Client believes that Karpel Solutions has failed to perform or materially breached this Agreement, Client shall provide thirty (30) days' written notice to Karpel Solutions of Client's intent to terminate this Agreement. Thereafter, Karpel Solutions will have thirty (30) days from the receipt of such notice to cure the alleged failure or breach. If the alleged failure or breach cannot be cured within thirty (30) days, but Karpel Solutions has initiated good-faith efforts to cure the breach within the thirty (30) day period, the cure period shall be extended for a reasonable period of time so as to allow Karpel Solutions to complete the cure of the alleged failure or breach. If at the end of the cure period Karpel Solutions has not cured the alleged failure or breach, then Client may terminate this Agreement by providing written notice of termination.

TERMINATION BY KARPEL SOLUTIONS: Karpel Solutions may terminate this Agreement on thirty (30) days' written notice to Client for any reason, including, but not limited to, in the event that Client has failed to perform under or materially breaches this Agreement. Failure to timely pay all amounts due and owing and failure to reasonably cooperate with Karpel Solutions in connection with the Services, among other things, shall constitute material breaches of this Agreement.

TERMINATION FOR INSOLVENCY. Either party may immediately terminate this Agreement by providing written notice of termination in the event the other party: (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date, (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER TERMINATION OR EXPIRATION: Upon termination or expiration of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Software Program(s), and each party shall immediately cease use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client with respect to the return of Client Content and Confidential Information obtained

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or shared during the course of the Agreement. Client understands that upon termination or expiration of this Agreement, Client must return to Karpel Solutions (or at Karpel Solutions' election, destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Software Program(s) provided under this Agreement.

FINAL PAYMENT. In addition to the Data Collection Fee set forth in the Cost Sheet due and payable to Karpel Solutions upon termination or expiration of this Agreement, Client shall also be responsible for and shall pay any and all fees earned by Karpel Solutions prior to termination or expiration for all work and services performed and/or expenses incurred by Karpel Solutions under this Agreement prior to termination or expiration. Karpel Solutions will send an invoice to Client with respect to these amounts, and final payment of all amounts due by Client to Karpel Solutions must be paid within thirty (30) days of that invoice. Past due accounts will be charged interest at the rate of one and one-half percent (1.5%) per month, or at the maximum rate allowable by law. Client also agrees to pay any costs of collection, including reasonable attorneys' fees, incurred by Karpel Solutions in connection with this Agreement.

9. NON-SOLICITATION AND CONFIDENTIALITY OBLIGATIONS

NON-SOLICITATION OF KARPEL SOLUTIONS EMPLOYEES. Karpel Solutions has invested substantial sums of money and large amounts of time in recruiting, supervising and training its employees. Client acknowledges that it has a unique opportunity to evaluate Karpel Solutions employees' performance and has the potential to hire Karpel Solutions' employees away from Karpel Solutions. Client further acknowledges that such hiring away would substantially disrupt Karpel Solutions' business and ability to provide its services to others. Client understands that Karpel Solutions' employees are subject to non-competition agreements; therefore, Client agrees during the term of this Agreement and for a period of two (2) years after expiration or termination of this Agreement by either party for any reason, Client will not in any manner, directly or indirectly, solicit, recruit or hire, or attempt to solicit, recruit or hire, or otherwise interfere with the employment or engagement of any other employees of Karpel Solutions who are employed or engaged by Karpel Solutions at the time of the solicitation, attempted solicitation, and/or hire or who were employed or engaged by Karpel Solutions within the two (2) year period prior to expiration or termination of this Agreement.

CONFIDENTIALITY. Neither party shall disclose or use any Confidential Information of the other party, except as otherwise set forth in or permitted by this Agreement.

PERSONALLY IDENTIFIABLE INFORMATION. The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software Program(s) may be confidential Personally Identifiable Information of third parties. The parties shall use their best efforts to protect the confidentiality of Personally Identifiable Information of third parties. Client agrees that Karpel Solutions is not liable, and Client agrees to hold Karpel Solutions harmless from any claims arising out of disclosure of Personally Identifiable Information to the extent caused by Client's own negligence, misconduct, or fault.

DISCLOSURE REQUIRED BY LAW. In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested should the disclosing party wish to seek such a protective order.

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INJUNCTIVE RELIEF. The parties acknowledge that any breach of the non-solicitation and/or confidentiality obligations of this Agreement will cause irreparable harm to the other party. Accordingly, the parties agree that the non-breaching party may enforce the provisions of this Agreement by seeking an injunction, specific performance, criminal prosecution or other equitable relief which may be available to the non-breaching party without prejudice to any other rights and remedies.

10. MISCELLANEOUS

NOTICES. Any notices provided under this Agreement will be in writing and will be deemed to have been properly given if delivered personally or if sent by: (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) electronic means, followed by mailing a copy by regular U.S. mail, postage prepaid. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by Karpel Solutions and/or Client by written notice as described in this Section. All notices sent by certified or registered mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by electronic means will be deemed given on the next business day after successful transmission.

Karpel Solutions
c/o Jeff Karpel
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
karpel@karpel.com

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to any conflict of laws provisions. Any dispute arising out of or in connection with this Agreement must be brought exclusively in the appropriate court(s) located in St. Louis County, Missouri, and Client expressly waives any and all objections regarding jurisdiction, venue, and/or forum *non conveniens* in such court(s).

MODIFICATION AND WAIVER. Any modifications to this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than one made in an explicit written waiver by an Authorized Representative. No waiver of any breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement, whether similar in nature or not.

ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Client, Karpel Solutions, and Karpel Solutions' successors and assigns. Client may not assign or otherwise transfer Client's rights and/or obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and/or transfer this Agreement and/or Karpel Solutions' rights and obligations under this Agreement at any time, and Client's consent to such assignment or transfer is not needed.

FORCE MAJEURE. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason

of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage, pandemic, epidemic, or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.

INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without the party's prior written authorization, approval, and consent. Each party shall be responsible for its own conduct and for that of its employees and designated agents with respect to performance and/or non-performance under this Agreement. The parties agree to reasonably cooperate with each other with respect to any third-party claims which may arise from any party's performance and/or non-performance under this Agreement.

SOFTWARE ANOMALIES. New commercial software releases or upgrades, and any hardware and/or software owned by or licensed to Client, used in connection with the Software Program(s) may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best efforts" basis. Karpel Solutions is not responsible for any delay or inability to complete its Services hereunder if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' fees for the Services at the rates stated in the Agreement whether or not a successful solution to such anomalies or issues is achieved.

CLIENT ENVIRONMENT. Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans with respect to Client's own information technology environment; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for loss of data in the Software Program(s) or security breaches that result in unauthorized dissemination of data contained in the Software Program(s) that are the result of Client's own actions, including, but not limited to, Client not following appropriate operating procedures, security and protective measures, and/or adequate backup contingency plans.

ELECTRONIC DOCUMENTS. Client and Karpel Solutions may communicate by electronic means, including, but not limited to, facsimile documents and email. Both parties agree that a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity, an electronic document that contains a signature or USERID is a signed writing, and an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in full force and effect.

MARKETING. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Provided Karpel Solutions is not in violation of

the provisions of this Agreement regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

CONTRACTOR

By:

Signature of Chair, President, or Vice-President

LeeAnn Karpel President

Printed Name and Title

Dated: 10 / 17 / 2025

By: Elizabeth A Karpel

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Elizabeth Karpel CFO

Printed Name and Title

Dated: 10 / 27 / 2025

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

MONTEREY COUNTY DISTRICT ATTORNEY'S OFFICE-CA

RENEWAL AGREEMENT FOR

PROSECUTORbyKarpel® & HOSTEDbyKarpel®

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This Agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Monterey County (hereinafter referred to as "Client") is hereby entered into between the parties with respect to one or more of Karpel Solutions' copyrighted software program(s) known as PROSECUTORbyKarpel®, and/or HOSTEDbyKarpel® (hereinafter referred to as "the Software Program(s)").

1. INVESTMENT SUMMARY AND PRICING

Karpel Solutions will grant to Client a license to use the Software Program(s) as set forth herein in exchange for payment as follows:

Description	Quantity	Cost	Annual Total
PROSECUTORbyKarpel annual maintenance	142	$450	$63,900
PBK Annual Hosting	142	$150	$21,300
PBK Annual Unlimited eDiscovery	142	$125	$17,750
Hosting Additional Storage estimated 5 TB (2 Free; 3 Billable)	3	$500	$1,500
PBK Custom Report Development Fee (per hour)		$150	
PBK Annual Test Site	1	$1,200	1,200
PBK Annual Interface Maintenance: Mark43, Tracnet, 8517 Criminal History Reporting, iSubpoena.	4	$2,000	$8,000
PBK Custom Subpoena Interface (Final 50 %; one-time fee)	1	$12,500	$12,500
PBK Annual Interface Maintenance: Custom Subpoena	1	$5,000	$5,000
PBK eCourt Calendaring Interface (one-time fee)	1	$15,000	$15,000
PBK Annual Interface Maintenance: eCourt Calendaring	1	$3,000	$3,000
Total			**$149,150**

This pricing is based upon the following terms and conditions:

1. The above costs do not include additional hardware, Microsoft licenses, or networking services which may be necessary to properly and legally operate the Software Program(s). Such expenses are solely Client's responsibility.

2. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage per instance of the Software Program(s). If Client's storage exceeds 2TB in any instance, any additional storage above 2TB will automatically be added to Client's bill at the rate(s) set forth in the Cost Sheet. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same.

3. Client agrees to pay Karpel Solutions for any materials purchased for Client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client. Client will reimburse Karpel Solutions for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and ground transportation.

4. Upon termination of this Agreement, whether by Client, Karpel, or mutual agreement of the parties, Client agrees to pay to Karpel Solutions a data collection fee in the amount of $1,000 to

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compensate Karpel Solutions for its time and services required in connection with the return of Client Content and Confidential Information upon termination of this Agreement.

1.1 Payment Terms

Annual fees for the Agreement are due and payable within 30 days of the renewal date, unless Karpel Solutions or Client gives notice as set forth herein of intent not to renew or otherwise terminates this Agreement as set forth in "Termination" below.

TERM. This Agreement shall be for a term of one (1) year, effective retroactive to 7/1/2025 thru 6/30/2026. It shall automatically renew for subsequent one (1) year terms, unless either Karpel Solutions or Client gives notice to the other party at least thirty (30) days prior to the expiration of the then-current term of Karpel Solutions or Client's intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing for subsequent annual terms is subject to change at the sole discretion of Karpel Solutions, though Karpel Solutions will provide Client with at least ninety (90) days' notice of any pricing change prior to the renewal date.

SUSPENSION OR TERMINATION OF SERVICES FOR NON-PAYMENT. In the event that Client fails to pay any amounts due and such non-payment continues for a period of ninety (90) days, Karpel Solutions may suspend Services hereunder until full payment is received and/or may terminate this Agreement for non-payment, in addition to, and without limitation to, exercising any other rights or remedies which may exist under the law.

INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law. Client agrees to pay any and all costs of collection incurred by Karpel Solutions, including, but not limited to, any attorneys' fees incurred by Karpel Solutions, with respect to any past due balance(s) on Client's account.

2. ANNUAL SUPPORT

2.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually, separate and apart from any license fees required by this Agreement. The option to purchase annual support is solely at Client's discretion. Client's license to use the Software Program(s) is not dependent upon Client purchasing annual support; however, if Client discontinues annual support, Client will not be provided with updated versions of the Software Program(s), unless the updates are purchased by Client. Provided Client's computers, network and systems meet recommended specifications set by Karpel Solutions and Client has purchased and is current with annual support payments, Karpel Solutions will provide updated versions of the Software Program(s) as they become available during the term of the Agreement. If Client elects to renew the annual support service, Karpel Solutions has the right to increase current pricing for annual support at the time of renewal, provided that notice of the increased pricing is provided to Client prior to the effective date of the renewal of the annual support service.

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2.1.1 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all Software Program(s) provided, including ongoing unlimited telephone technical support problem determination and resolution.

2.1.2 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, between the hours of 7:00 a.m. and 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

2.1.3 INCLUDED SUPPORT

Support services include the detection and correction of errors in the Software Program(s) and the implementation of all of the Software Program(s) changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live, allowing Karpel Solutions to provide the needed support to meet the service level agreement.

2.1.4 RESPONSE TIMES

Karpel Solutions will be responsive and timely to technical support calls/inquires made by Client. Client will first make support inquires through their qualified system administrators to assure the policies and business practices of Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity of the issue/support problem shall determine the* average problem resolution response time *as follows:*

**If the remote support tool is not installed or available with respect to a reported issue, Karpel Solutions will not provide technical support for any such reported issues.*

Severity Level 1 shall be defined as urgent situations, when Client's production system is down and Client is unable to use the Software Program(s), Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by Client.

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Severity Level 2 shall be defined as critical Software Program(s) system component(s) that have significant outages and/or failure precluding successful operation, and possibly endangering the customer's environment. The Software Program(s) may operate but are severely restricted. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by Client.

Severity Level 3 shall be defined as a minor problem that exists with the Software Program(s) but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of Software Program(s), unless otherwise authorized in writing by Client.

General Assistance: For general Software Program(s) support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day.

2.2 SERVICE LEVEL COMMITMENT

UPTIME: Karpel Solutions is committed to providing the Software Program(s) in a consistent and reliable manner. Karpel Solutions will provide the Software Program(s) to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance Including, but not limited to, outline, preventative or emergency maintenance of the Software Program(s). Client understands that scheduled maintenance may affect availability of the Software Program(s). If scheduled maintenance is to be performed, Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of Client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Software Program(s), Karpel Solutions will use its best efforts to maintain consistent, regular and validated backup of Client Content and Confidential Information imported into the Software Program(s) in accordance with the Microsoft Azure government cloud network's policies and procedures. Upon written request, Karpel Solutions will make available to Client a copy of the current Microsoft Azure retention and backup policies and procedures.

AUDITS AND SECURITY: Karpel Solutions is committed to maintaining the security of Client Content and Confidential Information maintained in the Software Program(s). Karpel Solutions will maintain the Software Program(s) in a reasonably secure manner, subject to Client's own obligations to protect and safeguard usernames and passwords on Client's end. Karpel Solutions will perform security audits of the Software Program(s) in accordance with the Microsoft Azure

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government cloud policies and procedures to protect the integrity and security of the Software Program(s).

DATA TRANSMISSION: Karpel Solutions ensures that all data transmitted to and from the Software Program(s) is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

DATA LOCATION: Karpel Solutions will maintain the Software Program(s), Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

3. OWNERSHIP OF INTELLECTUAL PROPERTY

KARPEL SOLUTIONS OWNERSHIP: Karpel Solutions retains all rights, title and interests in and to the Software Program(s) and any related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software Program(s) will become the property of Karpel Solutions, and Client hereby assigns all such rights to Karpel Solutions without charge. Client is granted a non-exclusive, non-transferable license with respect to the Software Program(s) on the terms and conditions set forth in this Agreement.

CLIENT OWNERSHIP: Client retains all rights, title, and interests in and to Client Content. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully paid license to use, copy, and modify Client Content solely to the extent necessary and for the sole purposes of providing access to the Software Program(s) or otherwise complying with its obligations under this Agreement.

COPYRIGHT. Karpel Solutions reserves the right to seek damages if Client is responsible for a violation of Karpel Solutions' copyright, and Client assumes full responsibility for the acts and omissions of its agents acting in the course and scope of their duties for Client with respect to the protection of Karpel Solutions' copyright.

4. CLIENT RESPONSIBILITIES & OBLIGATIONS

PASSWORD PROTECTION AND USER REQUIREMENTS. Access to the Software Program(s) is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Software Program(s). KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the Software Program(s). Only the number of users set forth in the Cost Sheet may access the Software Program(s). Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access the Software Program(s). Client agrees that Karpel Solutions is not liable for, and Client agrees to hold Karpel Solutions harmless for, any unauthorized access to the Software Program(s), including without limitation, access caused by data destruction and/or failure to protect the login and password information of users.

RESTRICTIONS ON USE. Client agrees to conduct all activities on the Software Program(s) in accordance with all applicable laws and regulations. Access to the Software Program(s) must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) alter, modify, decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software Program(s), source code,

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algorithms, or underlying ideas of the Software Program(s); (ii) add to, remove from, or otherwise modify the Software Program(s), interfaces, and/or data without the express written consent of Karpel Solutions; (iii) provide, lease, lend, subcontract, sublicense, or re-publish for service bureau or hosting purposes any or all of the Software Program(s); (iv) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software Program(s) or (v) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software Program(s).

SUSPENSION OF ACCESS. Karpel Solutions reserves the right to immediately suspend access to Software Program(s) without notice and at any time: (i) if Karpel Solutions suspects or has reason to suspect a security or data breach; (ii) if suspension is necessary to protect Karpel Solutions' rights, Client's rights or the rights of a third party; (iii) if Client misuses the Software Program(s); (iv) if Client fails to make any payments as required under this Agreement; and/or (v) if Client otherwise violates this Agreement. Karpel Solutions will provide notice to Client upon suspension of the Software Program(s).

5. LICENSE TERMS AND USE

The Software Programs are proprietary products of Karpel Solutions. They are licensed (not sold) and are licensed to Client for its use and only in accordance with the terms set forth below. During the term of this Agreement, Karpel Solutions hereby grants Client a non-exclusive, non-transferable right and license to use the Software Program(s) solely in accordance with the terms of this Agreement. Client's license will terminate immediately and automatically upon the expiration or termination of this Agreement. Client may not sub-license any rights under this Agreement to any party without Karpel Solution's prior written consent, which may be withheld by Karpel Solutions in its sole and absolute discretion. Client's license is subject at all times to Client's full compliance with this Agreement.

1. Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated Documentation furnished.

2. Client cannot distribute, rent, sublicense, or lease the Software Program(s). A separate license of the Software Program(s) is required for each authorized user or employee. Each license of the Software Program(s) may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor by more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week combined).

   Client agrees to allow Karpel Solutions to audit Client's use of the Software Program(s) and licenses of the Software Program(s) at any time. Client will cooperate with respect to the audit, including providing access to any books, computers, records or other information that relate to the use of the Software Program(s). Such audit will not unreasonably interfere with Client's activities.

   In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of the Software Program(s), Karpel Solutions shall be entitled to, and Client must pay to Karpel Solutions, the monetary equivalent of the costs that would have been incurred by Client had Client properly obtained the license, installation and training for the unauthorized user(s) associated with each violation, and Client will also reimburse Karpel Solutions for the reasonable

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cost of the audit, in addition to any other remedies to which Karpel Solutions may be entitled under the law.

3. This license does not transfer any rights to Software Program(s) source codes, unless Karpel Solutions ceases to do business without transferring its obligations under this Agreement to another qualified software business. Karpel Solutions will, at Client's expense, enter into escrow agreement for the storage of the source codes.

4. Client may not use, copy, modify, or transfer the Software Program(s) or Documentation, in whole or in part, except as expressly provided herein. The Software Program(s) and the Documentation are protected by copyright and trade secret laws. Karpel Solutions retains all rights in any copy, derivative or modification to the Software Program(s) and Documentation no matter by whom made. The Software Program(s) are licensed for single installations of one full time employee or two part-time employees as set forth above. A separate license is required for each installation of the Software Program(s). Client shall not provide or disclose or otherwise make available the Software Program(s) or any portion thereof in any form to any third party. Client acknowledges that unauthorized copying and/or distribution will cause substantial damage to Karpel Solutions far greater than the value of the copies involved.

5. The Software Program(s) were developed exclusively at private expense and are Karpel Solutions' trade secrets. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records, the Software Program(s) and Documentation shall be considered exempt from disclosure. The Software Program(s) are "commercial computer software" subject to limited utilization "Restricted Rights." The Software Program(s), including all copies, are and shall remain proprietary to Karpel Solutions. In the event that a third party seeks to compel disclosure and/or production of the Software Program(s) or Documentation by court order or otherwise, Client shall promptly give notice to Karpel Solutions so as to allow Karpel Solutions to take whatever steps it deems necessary to prevent such disclosure and/or production, and Client agrees to cooperate with Karpel Solutions in connection therewith.

6. WARRANTY

1. LIMITED WARRANTY: Karpel Solutions warrants it will provide the Software Program(s) and Services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in this Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software Program(s) in material accordance with the Service Level Commitment outlined in this Agreement. No representations or warranties as to the use, functionality or operation of the Software Program(s) or Services are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions disclaims all other warranties as set forth below.

   Karpel Solutions makes no warranties, express or implied, as to any third-party software or as to Karpel Solutions' ability to support such software on an on-going basis. Karpel Solutions also makes no warranties, express or implied, as to the quality of or the ability of software developed

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by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at Client's facilities or as may be added by Client.

2. INTERNET: Karpel Solutions makes the Software Program(s) available to Client through the Internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Software Program(s). Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any delays, interruptions, suspensions or unavailability of the Software Program(s) attributable to problems with the Internet or the configuration of Client's computer systems or network.

3. SYSTEM REQUIREMENTS: Karpel Solutions provides the Software Program(s) based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any failure of the Software Program(s) based upon Client's failure to comply with the system requirements of Karpel Solutions.

4. WARRANTY LIMITATION: The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from: (i) Client's failure to use any new or corrected versions of the Software Program(s) made available, (ii) use of the Software Program(s) by Client for any purpose and/or in any manner other than that authorized in this Agreement, (iii) use of the Software Program(s) in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software Program(s), (iv) misuse of the Software Program(s) by Client, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification or alteration of the Software Program(s) not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.

5. DISCLAIMER: THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT: (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SOFTWARE PROGRAM(S) WILL BE CONTINUOUS, ERROR-FREE, OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE PROGRAM(S) WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, OR (iii) THAT THE SOFTWARE PROGRAM(S) WILL MEET CLIENT'S NEEDS.

6. EXCLUSIVE REMEDIES: If the Software Program(s) provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty above, Karpel Solutions' sole obligation shall be to correct or modify the Software Program(s) at no additional charge to Client. If Karpel Solutions is unable to correct or modify the Software Program(s) to the satisfaction of Client, Client's sole remedy will be to terminate this Agreement by written notice to Karpel Solutions and receive a refund of any fees pre-paid, if any, for the pro rata remainder of the then-effective term of this Agreement.

7. LIMITATION OF LIABILITY

CLIENT AGREES THAT KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CLIENT WAIVES ANY RIGHTS AND AGREES TO HOLD KARPEL SOLUTIONS HARMLESS FROM AND AGAINST ANY SUCH DAMAGES OR LOSSES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. REGARDLESS OF THE FORM OF THE CLAIM, **KARPEL SOLUTIONS' TOTAL LIABILITY TO CLIENT SHALL BE LIMITED TO THE LESSER OF: (i) THE EXTENT AND AMOUNT OF ANY INSURANCE COVERAGE WHICH IS AVAILABLE FOR SUCH CLAIM(S), OR (ii) THE AMOUNT OF FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE THIRTY (30) DAY PERIOD PRIOR TO SUCH CLAIM(S) ARISING. TO THE EXTENT THAT INSURANCE COVERAGE IS AVAILABLE FOR SUCH CLAIM(S), CLIENT AGREES THAT CLIENT'S SOLE RECOURSE SHALL BE PAYMENT OF ANY AVAILABLE INSURANCE PROCEEDS, AND CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH INSURANCE PROCEEDS IN FULL SATISFACTION OF SUCH CLAIM(S).**

8. TERMINATION

TERMINATION BY CLIENT: In the event that Client believes that Karpel Solutions has failed to perform or materially breached this Agreement, Client shall provide thirty (30) days' written notice to Karpel Solutions of Client's intent to terminate this Agreement. Thereafter, Karpel Solutions will have thirty (30) days from the receipt of such notice to cure the alleged failure or breach. If the alleged failure or breach cannot be cured within thirty (30) days, but Karpel Solutions has initiated good-faith efforts to cure the breach within the thirty (30) day period, the cure period shall be extended for a reasonable period of time so as to allow Karpel Solutions to complete the cure of the alleged failure or breach. If at the end of the cure period Karpel Solutions has not cured the alleged failure or breach, then Client may terminate this Agreement by providing written notice of termination.

TERMINATION BY KARPEL SOLUTIONS: Karpel Solutions may terminate this Agreement on thirty (30) days' written notice to Client for any reason, including, but not limited to, in the event that Client has failed to perform under or materially breaches this Agreement. Failure to timely pay all amounts due and owing and failure to reasonably cooperate with Karpel Solutions in connection with the Services, among other things, shall constitute material breaches of this Agreement.

TERMINATION FOR INSOLVENCY. Either party may immediately terminate this Agreement by providing written notice of termination in the event the other party: (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date, (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER TERMINATION OR EXPIRATION: Upon termination or expiration of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Software Program(s), and each party shall immediately cease use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client with respect to the return of Client Content and Confidential Information obtained

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or shared during the course of the Agreement. Client understands that upon termination or expiration of this Agreement, Client must return to Karpel Solutions (or at Karpel Solutions' election, destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Software Program(s) provided under this Agreement.

FINAL PAYMENT. In addition to the Data Collection Fee set forth in the Cost Sheet due and payable to Karpel Solutions upon termination or expiration of this Agreement, Client shall also be responsible for and shall pay any and all fees earned by Karpel Solutions prior to termination or expiration for all work and services performed and/or expenses incurred by Karpel Solutions under this Agreement prior to termination or expiration. Karpel Solutions will send an invoice to Client with respect to these amounts, and final payment of all amounts due by Client to Karpel Solutions must be paid within thirty (30) days of that invoice. Past due accounts will be charged interest at the rate of one and one-half percent (1.5%) per month, or at the maximum rate allowable by law. Client also agrees to pay any costs of collection, including reasonable attorneys' fees, incurred by Karpel Solutions in connection with this Agreement.

9. NON-SOLICITATION AND CONFIDENTIALITY OBLIGATIONS

NON-SOLICITATION OF KARPEL SOLUTIONS EMPLOYEES. Karpel Solutions has invested substantial sums of money and large amounts of time in recruiting, supervising and training its employees. Client acknowledges that it has a unique opportunity to evaluate Karpel Solutions employees' performance and has the potential to hire Karpel Solutions' employees away from Karpel Solutions. Client further acknowledges that such hiring away would substantially disrupt Karpel Solutions' business and ability to provide its services to others. Client understands that Karpel Solutions' employees are subject to non-competition agreements; therefore, Client agrees during the term of this Agreement and for a period of two (2) years after expiration or termination of this Agreement by either party for any reason, Client will not in any manner, directly or indirectly, solicit, recruit or hire, or attempt to solicit, recruit or hire, or otherwise interfere with the employment or engagement of any other employees of Karpel Solutions who are employed or engaged by Karpel Solutions at the time of the solicitation, attempted solicitation, and/or hire or who were employed or engaged by Karpel Solutions within the two (2) year period prior to expiration or termination of this Agreement.

CONFIDENTIALITY. Neither party shall disclose or use any Confidential Information of the other party, except as otherwise set forth in or permitted by this Agreement.

PERSONALLY IDENTIFIABLE INFORMATION. The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software Program(s) may be confidential Personally Identifiable Information of third parties. The parties shall use their best efforts to protect the confidentiality of Personally Identifiable Information of third parties. Client agrees that Karpel Solutions is not liable, and Client agrees to hold Karpel Solutions harmless from any claims arising out of disclosure of Personally Identifiable Information to the extent caused by Client's own negligence, misconduct, or fault.

DISCLOSURE REQUIRED BY LAW. In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested should the disclosing party wish to seek such a protective order.

Doc ID: 5630fdaec71895bd888626621d5958fafb7622aa

INJUNCTIVE RELIEF. The parties acknowledge that any breach of the non-solicitation and/or confidentiality obligations of this Agreement will cause irreparable harm to the other party. Accordingly, the parties agree that the non-breaching party may enforce the provisions of this Agreement by seeking an injunction, specific performance, criminal prosecution or other equitable relief which may be available to the non-breaching party without prejudice to any other rights and remedies.

10. MISCELLANEOUS

NOTICES. Any notices provided under this Agreement will be in writing and will be deemed to have been properly given if delivered personally or if sent by: (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) electronic means, followed by mailing a copy by regular U.S. mail, postage prepaid. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by Karpel Solutions and/or Client by written notice as described in this Section. All notices sent by certified or registered mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by electronic means will be deemed given on the next business day after successful transmission.

Karpel Solutions
c/o Jeff Karpel
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
karpel@karpel.com

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to any conflict of laws provisions. Any dispute arising out of or in connection with this Agreement must be brought exclusively in the appropriate court(s) located in St. Louis County, Missouri, and Client expressly waives any and all objections regarding jurisdiction, venue, and/or forum *non conveniens* in such court(s).

MODIFICATION AND WAIVER. Any modifications to this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than one made in an explicit written waiver by an Authorized Representative. No waiver of any breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement, whether similar in nature or not.

ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Client, Karpel Solutions, and Karpel Solutions' successors and assigns. Client may not assign or otherwise transfer Client's rights and/or obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and/or transfer this Agreement and/or Karpel Solutions' rights and obligations under this Agreement at any time, and Client's consent to such assignment or transfer is not needed.

FORCE MAJEURE. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason

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of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage, pandemic, epidemic, or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.

INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without the party's prior written authorization, approval, and consent. Each party shall be responsible for its own conduct and for that of its employees and designated agents with respect to performance and/or non-performance under this Agreement. The parties agree to reasonably cooperate with each other with respect to any third-party claims which may arise from any party's performance and/or non-performance under this Agreement.

SOFTWARE ANOMALIES. New commercial software releases or upgrades, and any hardware and/or software owned by or licensed to Client, used in connection with the Software Program(s) may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best efforts" basis. Karpel Solutions is not responsible for any delay or inability to complete its Services hereunder if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' fees for the Services at the rates stated in the Agreement whether or not a successful solution to such anomalies or issues is achieved.

CLIENT ENVIRONMENT. Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans with respect to Client's own information technology environment; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for loss of data in the Software Program(s) or security breaches that result in unauthorized dissemination of data contained in the Software Program(s) that are the result of Client's own actions, including, but not limited to, Client not following appropriate operating procedures, security and protective measures, and/or adequate backup contingency plans.

ELECTRONIC DOCUMENTS. Client and Karpel Solutions may communicate by electronic means, including, but not limited to, facsimile documents and email. Both parties agree that a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity, an electronic document that contains a signature or USERID is a signed writing, and an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in full force and effect.

MARKETING. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Provided Karpel Solutions is not in violation of

the provisions of this Agreement regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

CONTRACTOR

By:

Signature of Chair, President, or Vice-President

LeeAnn Karp President

Printed Name and Title

Dated: 10 / 17 / 2025

By: Elizabeth A Karpel

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Elizabeth Karpel CFO

Printed Name and Title

Dated: 10 / 27 / 2025

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Doc ID: 5630fdaec71895bd888626621d5958fafb7622aa

Introduced: 10/21/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Approve and adopt amendments to the Bylaws of the Commission on Disabilities.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

Approve and adopt amendments to the Bylaws of the Commission on Disabilities.

SUMMARY:
On September 29, 2025, the Commission on Disabilities approved the revised Bylaws, as recommended by an ad hoc committee previously appointed by the Chairperson of the Commission on Disabilities.

DISCUSSION:
The Monterey County Commission on Disabilities, previously referred to as the Monterey County Americans with Disabilities Act Advisory Commission, was established pursuant to Resolution No. 01-073, as amended by Resolution 11-257. The County of Monterey Commission on Disabilities is comprised of members representing each Supervisorial District, Department Heads, cities within Monterey County, and various community-based organizations that represent the interests and concerns of people with disabilities.

The primary function of the Commission on Disabilities is to advise the Board of Supervisors regarding matters and issues relating to equal access to employment, public services, communications, and public accommodations for people with disabilities.

On March 24, 2025, the Commission on Disabilities considered revisions to its Bylaws, and the Chairperson added the item to the next agenda. On May 19, 2025, the Chairperson appointed an ad hoc committee to revise the bylaws. On September 29, 2025, the Civil Rights Office presented the revisions as outlined and agreed upon by the ad hoc committee, and the Commission approved the revised bylaws. The considered revisions give voting power to all commissioners, create term limits for commissioners, and update attendance procedures.

Attachment A is the current version of the Bylaws, Attachment B is the proposed Bylaws of the Commission, and Attachment C is a redline of the proposed revised Bylaws.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel reviewed and approved the revised Bylaws as to form.

HOUSING IMPACTS:
___Reduces constraints on Housing Development
___Increases constraints on Housing Development
X_Neutral
___Not applicable [N/A]

The Bylaws state that the Commission shall have one representative from the County of Monterey Department of Housing and Community Development for the purpose of addressing housing, permitting, and other related matters. However, currently, there is no direct impact on housing constraints.

HOUSING CONSTRAINTS:
N/A.

FINANCING:
Commissioners of the Commission on Disabilities serve without compensation. Commissioners can request mileage reimbursement if they choose to do so. However, changes to the Bylaws will have no financial impact on the County's general fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

_X_ Well-Being and Quality of Life
The revised Bylaws confirm that the purpose of the Commission on Disabilities is to advise the Board of Supervisors on issues relating to residents and employees with disabilities, which is related to the Housing and Services strategies outlined in the County of Monterey strategic plan. Specifically, the Commission on Disabilities is concerned with improving services and County operations as they relate to residents and employees with disabilities, including housing, employment, and access to services.

____ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
The Commission on Disabilities receives presentations from County departments and outside agencies regarding how their operations are made accessible to residents and employees with disabilities. This specifically includes strategies for Disaster Planning and Emergency Response.

____ Diverse and Thriving Economy
_X__ Dynamic Organization and Employer of Choice
The Commission on Disabilities also looks at equal opportunity in employment, which is related to the strategies under the Hiring, Retention, and Employee Resources.

Prepared by: Natalie Alfaro, Senior Analyst, x6626
Approved by: Juan P. Rodriguez, Civil Rights Officer, x6614

Attachments:
Board Report
Attachment A - Current Bylaws of the Commission on Disabilities
Attachment B - Proposed Amended Bylaws of the Commission on Disabilities - Clean Version
Attachment C - Proposed Amended Bylaws of the Commission on Disabilities - Redline Version

(Attachments on file with the Clerk of the Board)

County of Monterey

Board Report

Legistar File Number: 25-790

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 10/21/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Approve and adopt amendments to the Bylaws of the Commission on Disabilities.

RECOMMENDATION:
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____ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
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____ Diverse and Thriving Economy
_X__ Dynamic Organization and Employer of Choice
The Commission on Disabilities also looks at equal opportunity in employment, which is related to the strategies under the Hiring, Retention, and Employee Resources.

Prepared by: Natalie Alfaro, Senior Analyst, x6626
Approved by: Juan P. Rodriguez, Civil Rights Officer, x6614

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Attachment C - Proposed Amended Bylaws of the Commission on Disabilities - Redline Version

(Attachments on file with the Clerk of the Board)

File ID 16-1192 No. 37

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Upon motion of Supervisor Phillips, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

Approved and adopted amendments to the Commission on Disabilities Bylaws.

PASSED AND ADOPTED on this 25th day of October 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas and Parker
NOES: None
ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on October 25, 2016.

Dated: October 27, 2016
File ID: 16-1192

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

BYLAWS OF THE
MONTEREY COUNTY COMMISSION ON DISABILITIES

ARTICLE I - INTRODUCTION

This organization, which is advisory to the Monterey County Board of Supervisors, shall be known as the Monterey County Commission on Disabilities. It is established pursuant to Resolution No. 01-073, as amended by Resolution No. 11-257. It shall be guided by the policies and procedures established by the Monterey County Board of Supervisors in the performance of its duties.

ARTICLE II – PURPOSE, MISSION AND DUTIES

1. The primary purpose of the Commission Bylaws is to establish the framework that allows the Commission to fulfill its role as advisor to the Monterey County Board of Supervisors regarding matters relating to equal access to employment, public services, communications and public accommodations for people with disabilities. The Commission's jurisdiction is county-wide, including unincorporated areas, and areas within cities and special districts; provided that it shall not have power to investigate, charge, or otherwise enforce legal mandates and guidelines. The Commission's scope of activities is to inquire, listen, and engage in discussion with any persons or entities for the purpose of gathering information of potential interest to the Board of Supervisors. The Commission's scope of activities may also include, but is not limited to, advocating public policy that supports the rights of all people with disabilities in Monterey County to live their lives to the fullest extent possible. To achieve this type of public policy, it may be appropriate in the scope of its duties for the Commission to advocate policies and programs that encourage access to public and private buildings and grounds and better access to education and employment for people with disabilities of the community.

2. The Monterey County Commission on Disabilities shall:

    a. Review matters and issues relating to equal access to employment, public services, communications, and public accommodations for people with disabilities, and advise the Board of Supervisors as to any significant situations and developments that may be positive, negative, or neutral;

    b. Hold meetings with appropriate organizations and community groups regarding areas of mutual interest relating to persons with disabilities.

ARTICLE III - MEMBERSHIP AND SELECTION

The Commission shall be composed of representatives, whose total number shall not exceed twenty-three (23), as follows:

1. Each member of the Board of Supervisors shall appoint a representative who lives or works in his/her district. Such member shall serve at the pleasure of the appointing Supervisor, or until resignation or replacement.

2. Each city within Monterey County that desires to do so, shall submit a request for membership and appointment of a representative to the Commission. A combined total of representatives from the various cities shall not exceed eight (8) at any point in time.

3. The Director of the County's Resource Management Agency or his/her designee shall serve ex-officio as a non-voting member of the Commission.

4. The Monterey County Department Heads Council shall select a representative to serve a three-year term.

5. A combined total of not-to-exceed eight (8) representatives from various community-based organizations located in Monterey County that represent the interest and concerns of people with a variety of disabilities and/or, actively advocate for civil rights of individuals with disabilities may be appointed. Each representative appointed must reside or work for an agency/organization in Monterey County. Each organization requesting representation on the Commission shall be screened and approved by the Commission. The Commission shall give priority consideration to individuals with disabilities. A representative may be appointed only after the organization is approved for membership on the Commission. Each community based group's representative shall serve a three-year term, and then must petition for any additional three-year appointment. Consideration for an additional term shall be made along with other interested and qualified community-based organization(s).

6. All members of the Monterey County Commission on Disabilities shall be approved by the Board of Supervisors, within their sole discretion.

7. The Commission will consider the following criteria in recommending membership on the Commission to the Board of Supervisors:

    a. The Organization's Mission/Value Statement;

b. The purpose of organization and the background working with individuals with disabilities and services provided including physical, mental or developmental disabilities;

c. The organization's active advocacy for civil rights and/or representation of the interests and concerns of individuals with disabilities in Monterey County;

d. Availability to serve as Commissioner, willingness and ability to commit to attend Commission meetings and active participation on at least 1 (one) subcommittee; and

e. Absence of any potential conflict of interests.

The Commission will balance and enhance the range of representation on the Commission.

ARTICLE IV - TERMS OF OFFICE

1. Representatives shall serve three (3) year terms. Those representatives who serve at the pleasure of their appointing body may continue to serve until their successor representative is appointed, unless their appointing body specifically determines otherwise.

2. Terms of office shall begin January 1st and end December 31st.

3. Representatives shall serve not more than a maximum of six consecutive years, as calculated to the next December 31st for any individual appointed to fill a vacancy for the remainder of that term (excludes Board of Supervisors' representatives). Any vacancy shall be filled for the remainder of the term.

ARTICLE V – VACANCIES, REMOVAL & REPLACEMENT OF MEMBERS OR OFFICERS

1. Members

   a. A vacancy shall exist when a member submits a written resignation to the Commission Chairperson and/or the appointing Supervisor/organization.

   b. If a member is absent from two (2) of the Commission meetings during a calendar year, the Commission may at its discretion advise the Board of Supervisors that a vacancy exists as a result of attendance violations and

shall recommend the appointment of a replacement. If, after advance notification of an absence, the Chair excuses the absence, then the absence shall not count toward vacating the office.

c. As a matter of professional courtesy, each Commissioner who is unable to attend a regular Commission meeting, shall so advise the Equal Opportunity Office 48 hours in advance in the absences that are foreseeable.

d. When a Commissioner no longer resides or works in Monterey County, or otherwise does not meet the qualifications for the appointment. Member vacancies may also be created by death, incapacity, or removal.

e. Each Commission member sits at the pleasure of the Board of Supervisors, and may be removed without cause by vote of the Board of Supervisors. All vacancies shall be filled by appointment by a member of the Board of Supervisors upon the recommendation of the Commission.

f. When a prospective Commission vacancy is imminent or when a Commissioner resigns, the Commission Chairperson shall forthwith notify the Board of Supervisors in writing. Notice of vacancies shall comply with Board of Supervisors' Resolution No. 80-12. Pursuant to Resolution 80-12, public notices of unscheduled vacancies shall be made public by the Clerk of the Board of Supervisors.

2. Officers

a. Officers may be removed by vote of a majority of those members currently appointed for failure to perform the duties of the Office, or for malfeasance in office.

b. Vacancy in any Office shall be filled by nomination and election by the Commission as soon as is reasonably possible.

c. The Commission may, for good cause, grant leaves of absence for a reasonable period to its members. Request for leaves of absence must be presented to the Commission in writing.

ARTICLE VI – DUTIES OF COMMISSION MEMBERS

Duties of individual Commission members include, but are not necessarily limited to:

1. Attend a minimum of five (5) Commission meetings per calendar year;

2. Actively participate in those committee meetings for which the member is designated as a committee member;

3. Promptly relate community input to the Commission;

4. Represent the Commission in a positive and effective manner in public forums;

5. Learn enough details about disability law and issues, and available services that the Commission member can effectively evaluate issues and proposed solutions;

6. Accept and fulfill reasonable assignments from the Commission Chair;

7. Participate in the development of an educational program for orientation of new Commission members; and

8. The completion of the ethics training as required under AB1234 (Chapter 700, 2005).

ARTICLE VII - COMPENSATION

The members of the Commission shall receive no compensation, but shall be reimbursed for mileage to and from meetings and for reasonable and necessary expenses incurred in the performance of official business of the Commission. Standard rates allowed County personnel shall be used for reimbursement.

ARTICLE VIII – CONFLICT OF INTERESTS

1. No Commission member shall participate in any matter which comes before the Commission, or in any matter in which he/she is required to act in his/her capacity as a Commission member, when the member has or may have a direct or indirect economic interest that may be affected as a result of such action, unless by necessity. Additionally, no Commission member shall undertake any employment, activity, or economic enterprise for compensation that is inconsistent, incompatible, in conflict with or inimical to his/her duties as a Commission member.

2. Commission members shall be required to follow the current Conflict of Interest Code adopted by the Board of Supervisors, which shall be attached hereto and is incorporated herein by this reference.

ARTICLE IX - MEETINGS

1. Each Commission meeting shall be governed by applicable law and the requirements of the Board of Supervisors' Resolution No. 01-073, as currently amended. The location for the meetings shall meet all physical access concerns and be near bus stops. The time and place shall be determined by a quorum of the members at the first meeting of each calendar year. Commission and Standing Committee meetings shall be open to the public and shall be conducted in accordance with the Ralph M. Brown Act (Government Code §56970, *et seq.*) and/or other applicable statutes.

2. Frequency

   Meetings are open to the general public, except for any Closed Session authorized by law.

   a. Standing committees of the Commission meet in accordance with the annual schedule of committee meetings adopted by the Commission, or as frequently as is necessary to fulfill the committee's duties, but not less than quarterly.

   b. The Commission shall meet bimonthly.

   c. No action of discussion shall be undertaken on any item not appearing on the posted agenda, except that members of the Commission may briefly respond to statements made or questions posed by persons exercising their public testimony rights or ask a question for clarification, refer the matter to staff or to other resources for factual information, or request staff to report back at a subsequent meeting concerning any matter.

      Notwithstanding the foregoing, action may be taken on an item of business not appearing on the posted agenda upon a determination by two-thirds (2/3) of the membership of a standing committee, or if less than two-thirds (2/3) of the members are present, by unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the Commission subsequent to the agenda being posted.

3. Quorum

   For regular and special meetings of the Commission, a quorum is a majority of

the total current appointed membership of the Commission. Commission action may be taken only if a quorum is present. A roll call vote shall be taken when requested by any member in attendance. For committees, a quorum shall be a majority of the members of that committee. Ex-officio members do not count for the establishment of a quorum.

4. Special Meetings

a. Special meetings may be called at any time for a specific, announced purpose by the Commission Chair, or on request of any three (3) Commission members.

b. Notice of a special meeting shall be delivered, in writing, to all Commission members at least forty-eight (48) hours in advance of the meeting.

ARTICLE X - OFFICERS

1. The Officers of the Commission shall be a Chair and a Vice Chair. They shall be elected by the Commission at its first meeting of the calendar year, from among its own members. Officers are elected for a period of two (2) years and shall serve until a successor has been duly elected. A Commission member shall not simultaneously hold more than one office.

2. Duties of Officers

a. The Chairperson
   i. is responsible to speak for the Commission on Disabilities to other organizations and to the public;

   ii. presides at all Commission meetings;

   iii. appoints committees and committee chairpersons;

   iv. signs all documents to carry out the Commission's business;

   v. is a member of all committees, ex-officio; and

   vi. is responsible for the establishment of the agenda.

b. The Vice-Chairperson

i. assumes the duties of the Chairperson in case of absence or incapacity and becomes the Chairperson upon the resignation or permanent incapacity of the Chairperson;

ii. performs such reasonable duties as may be required by the Commission or by its Chair; and

iii. in the absence of the Chair and Vice Chair, the Commission shall nominate an interim Chair to preside at the meeting.

ARTICLE XI – ORGANIZATION AND PROCEDURES

1. Committees

a. There shall be two (2) Standing Committees:
Outreach Committee
Compliance Review of the County's ADA Transition Plan Committee

b. For special situations not covered by the standing committee, the Commission Chair, as needed, shall appoint ad hoc committees. Ad hoc committees shall serve only until its final report is given to the Commission.

c. The Commission Chair may appoint a temporary chairperson of each committee, to serve until each committee meets and selects a chairperson.

d. The duties of each committee shall be decided upon by the committee members, with input from the Commission Chair, and submitted to the general Commission for approval.

e. The Chair shall be an ex-officio member of all Commission committees.

2. County Staff Support

The County Equal Opportunity Officer or his/her designee shall be the Executive Secretary to the Commission and shall be responsible for taking minutes of each regular meeting, preparing the same, and for mailing the meeting agenda and informational materials to all Commission members.

3. Minutes

A record of proceedings of all Commission meetings and its committees shall be kept on file. Copies of the approved minutes, indicating attendance and recording actions taken at each Commission meeting, shall be prepared and submitted to the Board of Supervisors through the Clerk to the Board.

4. Annual Report

In accordance with the Board of Supervisors adoption of the County of Monterey Board, Commissions, Committees and Collaborative Training and Annual Reporting Policy (BCCC). The BCCC Policy states, in part, the following procedures:

Reporting Process

- Equal Opportunity Officer will be responsible for the overall reporting process.

- The Equal Opportunity Officer will bring to the Board of Supervisors, once a year, as a scheduled item, a board report with all Annual Reports attached. During the scheduled item, the Equal Opportunity Officer will make a presentation highlighting the accomplishments of some or all of the Commissions for which Annual Reports were submitted.

- It is at the discretion of the Equal Opportunity Officer to decide when to bring the item to the Board of Supervisors as long as it occurs once per calendar year.

- Pursuant to said Policy, the Equal Opportunity Officer will prepare and submit an Annual Report to the Board of Supervisors no later than January of each year.

- Each committee chairperson shall be responsible for preparing a report summarizing the work of his/her committee. Each committee's report shall be approved by the full Commission, and submitted to the Equal Opportunity Officer no later than the November meeting of each year.

5. Rules for Meetings

a. Board of Supervisors' Resolution No. 80-12, and all other Resolutions that establish County policy and/or procedure for the formation and operation of the various County commissions, shall apply to the activities of the Commission, except as otherwise modified by these Bylaws.

b. The current edition of Roberts' Rules of Order shall guide the procedural conduct of meetings.

6. Review and Amendment of the Bylaws

Bylaws will be reviewed at least every two years for revision, or more frequently if necessary. Any member of the Commission may suggest amendments to the Commission Bylaws. To be approved, a proposed amendment must first be presented in writing at a regular meeting. At the next regular meeting, it may be adopted by a two-thirds vote of those present. Thereafter, the proposed amendment must be submitted to the Board of Supervisors for final approval.

REVISED and RECOMMENDED FOR ADOPTION this 25th day of July, 2016 by the Monterey County Commission on Disabilities.

BYLAWS OF THE COMMISSION ON DISABILITIES

ARTICLE I - INTRODUCTION

This organization, which is advisory to the Monterey County Board of Supervisors, shall be known as the Commission on Disabilities. In performing its duties, it shall be guided by the policies and procedures established by the Board of Supervisors.

ARTICLE II – PURPOSE AND DUTIES

1. This Commission shall advise and recommend to the Board of Supervisors regarding equal access to employment, public services, communications, infrastructure, and public accommodations for people with disabilities.

2. The Commission's jurisdiction is countywide, including unincorporated areas, and areas within cities and special districts, provided that the Commission shall not have the power to officially investigate, charge, or otherwise enforce legal mandates and guidelines within the cities and special districts.

3. The Commission's scope of activities is to inquire, listen, and discuss with any persons or entities to gather information of potential interest to the Board of Supervisors. The Commission's scope of activities may also include advocating public policy that supports the rights of all people with disabilities in the County of Monterey to live their lives to the fullest extent possible. To achieve this, the Commission may advocate policies and programs that encourage access to public and private buildings and grounds and better access to education and employment for people with disabilities.

4. The Commission on Disabilities shall:

    a. Review matters and issues relating to equal access to employment, public services, communications, infrastructure, and public accommodations for people with disabilities, and advise the Board of Supervisors as to any significant situations and developments, whether positive, negative, or neutral.

    b. Hold meetings and liaise with appropriate organizations and community groups regarding areas of mutual interest relating to persons with disabilities.

5. Each Commissioner shall have the following specific responsibilities:

   a. Attend every meeting, unless excused.

   b. Attend a minimum of three Commission meetings year and participate meaningfully.

   c. Provide updates to their organization or appointing Board member on Commission-related matters.

   d. Each newly appointed Commissioner must attend a Commission orientation provided by the Civil Rights Office within 30 days of being appointed by the Board of Supervisors.

   e. Familiarize themselves with the Americans with Disabilities Act, the County's Transition Plan, and other laws, policies, and documents related to the work of the Commission.

   f. Represent the Commission in public forums and at other groups' meetings representing the interests of the community with disabilities.

   g. Complete the ethics training under Government Code §§ 25008 *et seq.*, and all newly appointed commissioners shall complete the training within 60 days of appointment by the Board of Supervisors.

ARTICLE III - MEMBERSHIP AND SELECTION

The Commission shall be composed of a total number not to exceed twenty-three representatives:

1. Each member of the Board of Supervisors may appoint a representative who lives or works in their district.

2. A representative from a city within the County of Monterey, provided the number of city representatives does not exceed eight at any time.

3. One County of Monterey Department of Housing and Community Development representative.

4. One representative from the Department Heads Council.

5. Up to eight representatives from various community-based organizations located or working in the County of Monterey that represent the interests and concerns of people with disabilities or actively advocate for the civil rights of persons with disabilities. Each representative appointed must reside or work for an organization in the County of Monterey. The Commission shall determine what community-based organizations qualify to nominate a representative.

6. All members shall be approved by the Board of Supervisors.

ARTICLE IV - TERMS OF OFFICE

1. Terms of office shall begin January 1st and end December 31st.

2. The term of office for commissions is three years. Commissioners wanting to be reappointed must petition for an additional term.

3. Representatives shall serve not more than two three-year consecutive terms, for a maximum of six years, as calculated to the following December 31st for any individual appointed to fill a vacancy for the remainder of that term.

ARTICLE V – ATTENDANCE AND VACANCIES

1. Attendance:

    a. The Commission shall meet a minimum of once every two months.

    b. Excused absences relate to vacation, illness, family emergency, or other exceptional circumstances, provided a 48-hour advance notice is given to the Civil Rights Office.

    c. Unexcused absences are when advance notice was not provided to the Civil Rights Office.

    d. The Commission may, for good cause, grant its members leaves of absence for a reasonable period.

    e. A commissioner shall violate the attendance policy when:

        1) A commissioner has two unexcused absences in one calendar year; or,

        2) A commissioner has a combination of three excused or unexcused

absences in one calendar year.

2. Vacancies:

a. A vacancy shall exist:

1) When a commissioner submits a written resignation to the Chairperson or the Civil Rights Office.

2) When a commissioner's death or any other circumstances prevent them from completing a term.

3) When a commissioner no longer resides or works in the County or Supervisorial district, or does not meet the qualifications for the appointment.

b. Vacancies shall be filled for the remainder of the term.

c. When a vacancy occurs, the Civil Rights Office shall notify the Board of Supervisors in writing to consider a new appointment.

d. Attendance violations may result in a recommendation for removal to the Board of Supervisors

e. If a vacancy occurs because of the attendance policy violation, the Civil Rights Office shall notify the commissioner that their position is vacant and inform the Board of Supervisors to consider a new appointment.

ARTICLE VI - ORGANIZATION

1. Officers:

a. The Commission shall elect a Chairperson and Vice-Chairperson before the January meeting to take office in January. Officers shall serve for one year and may run for reelection.

b. Officers may be removed by vote of a majority of those members currently appointed for failure to perform the duties of the Office, or for malfeasance in office.

a. A vacancy in any Office shall be filled by nomination and election by the

Commission as soon as is reasonably possible.

2. Duties of Officers:

    a. Chairperson:

        1) Is responsible for speaking for the Commission on Disabilities.

        2) Presides over Commission meetings.

        3) Appoints committee members and temporary chairpersons to serve until each committee meets and selects a chairperson.

        4) Signs all documents to carry out the will of the Commission.

        5) Serves as an *ex officio* member of all committees.

        6) Is responsible for the approval of the agenda.

    b. Vice-Chairperson:

        1) Be knowledgeable of and assume the duties of the Chairperson in their absence or incapacity.

        2) Become the Chairperson upon the death, resignation, or permanent incapacity of the Chairperson.

    c. Committees:

        1) *Ad hoc* committees shall be created by action of the Commission, as needed. *Ad hoc* committees shall serve for a specific purpose and a limited duration until the work is complete or the committee is disbanded.

        2) The Commission may establish standing committees, as needed, by a majority vote.

3. Amendment of the Bylaws:

    a. Commissioners may suggest an amendment to the bylaws.

    b. To be approved, an amendment must first be presented in writing at a regular

meeting. At the next regular meeting, it may be adopted by a majority vote of those present and then submitted to the Board of Supervisors for final approval.

4. County Staff Support, Minutes, and Expenses:

    a. The Civil Rights Office shall provide staff support to the Commission.

    b. Official minutes indicating attendance and recording actions taken at each Commission meeting shall be prepared and submitted to the Clerk of the Board prior to the subsequent meeting.

    c. Commissioners are entitled to mileage reimbursement to and from meetings and reasonable expenses necessary to conduct official County business, pursuant to County policies.

5. Reporting:

    a. The Civil Rights Office shall oversee the overall reporting process to the Board of Supervisors.

    b. The Chairperson and the Civil Rights Office shall submit periodic reports to the Board of Supervisors.

6. Procedural Guidelines:

    a. Robert's Rules of Order shall guide the procedural conduct of the meetings.

APPROVED and **ADOPTED** by the Board of Supervisors this ____ day of ____, 2025, and shall take effect immediately.

BYLAWS OF THE
~~MONTEREY COUNTY~~ COMMISSION ON DISABILITIES

ARTICLE I - INTRODUCTION

This organization, which is advisory to the Monterey County Board of Supervisors, shall be known as the ~~Monterey County~~ Commission on Disabilities. ~~It is established pursuant to Resolution No. 01-073, as amended by Resolution No. 11-257.~~ In performing its duties, it ~~shall~~ be guided by the policies and procedures established by the ~~Monterey County~~ Board of Supervisors ~~Supervisors in the performance of its duties~~.

ARTICLE II – PURPOSE~~, MISSION~~ AND DUTIES

1. This ~~e primary purpose of the Commission Bylaws is to establish the framework that allows the~~ Commission ~~to fulfill its role as advisor to~~ shall advise and recommend to the ~~Monterey County~~ Board of Supervisors regarding ~~matters relating to~~ equal access to employment, public services, communications, infrastructure, and public accommodations for people with disabilities.

2. The Commission's jurisdiction is county~~-~~wide, including unincorporated areas, and areas within cities and special districts, ~~;~~ provided that the Commission ~~it~~ shall not have the power to officially investigate, charge, or otherwise enforce legal mandates and guidelines within the cities and special districts.

~~1.~~ The Commission's scope of activities is to inquire, listen, and ~~engage in~~ discuss~~ion~~ with any persons or entities ~~for the purpose of~~to gather ~~gathering~~ information of potential interest to the Board of Supervisors. The Commission's scope of activities may also include~~, but is not limited to,~~ advocating public policy that supports the rights of all people with disabilities in the County of Monterey ~~County~~ to live their lives to the fullest extent possible. To achieve this ~~type of public policy~~, ~~it~~ the ~~may be appropriate in the scope of its duties for the~~ Commission may ~~to~~ advocate policies and programs that encourage access to public and private buildings and grounds and better access to education and employment for people with disabilities ~~of the community~~.

3.

4. The ~~Monterey County~~ Commission on Disabilities shall:

~~2.~~

a. Review matters and issues relating to equal access to employment, public services, communications, infrastructure, and public accommodations for people with disabilities, and advise the Board of Supervisors as to any significant situations and developments, whether ~~that may be~~ positive, negative, or neutral.~~l;~~

b. Hold meetings and liaise with appropriate organizations and community groups ~~–~~regarding areas of mutual interest relating to persons with disabilities.

~~b.~~

5. Each Commissioner shall have the following specific responsibilities:

a. Attend every meeting, unless excused.

b. Attend a minimum of three Commission meetings and participate meaningfully.

c. Provide updates to their organization or appointing Board member on Commission-related matters.

d. Each newly appointed Commissioner must attend a Commission orientation provided by the Civil Rights Office within 30 days of being appointed by the Board of Supervisors.

e. Familiarize themselves with the Americans with Disabilities Act, the County's Transition Plan, and other laws, policies, and documents related to the work of the Commission.

f. Represent the Commission in public forums and at other groups' meetings representing the interests of the community with disabilities.

g. Complete the ethics training under Government Code §§ 25008 *et seq.*, and all newly appointed commissioners shall complete the training within 60 days of appointment by the Board of Supervisors.

~~A~~ARTICLE III - MEMBERSHIP AND SELECTION

The Commission shall be composed of a total number not to exceed twenty-three representatives~~, whose total number shall not exceed twenty-three (23), as follows~~:

1. Each member of the Board of Supervisors ~~shall~~ may appoint a representative who lives or works in ~~his/her~~their district. ~~Such member shall serve at the pleasure of the appointing Supervisor, or until resignation or replacement.~~

~~2.~~ A representative from ~~Each~~ a city within the County of Monterey, provided the number of city representatives does not exceed eight at any time. ~~County that desires to do so, shall submit a request for membership and appointment of a representative to the Commission. A combined total of representatives from the various cities shall not exceed eight (8) at any point in time.~~

2.

~~3.~~ One County of Monterey Department of Housing and Community Development representative. ~~The Director of the County's Resource Management Agency or his/her designee shall serve ex-officio as a non-voting member of the Commission.~~

3.

4. One representative from the ~~The Monterey County~~ Department Heads ~~-~~Council. ~~shall select a representative to serve a three-year term.~~

5. Up to ~~A combined total of not-to-exceed~~ eight ~~(8)~~ representatives from various community-based organizations located or working in the County of Monterey ~~County~~ that represent the interests~~interest~~ and concerns of people with disabilities or ~~and/or,~~ actively advocate for the ~~-~~civil rights of persons with disabilities ~~may be appointed~~. Each representative appointed must reside or work for an ~~agency/~~organization in the County of Monterey ~~County~~. The Commission shall determine what community-based organizations qualify to nominate a representative. ~~Each organization requesting representation on the Commission shall be screened and approved separately in accordance with standards established by the Commission. A representative may be appointed only after the organization is approved for membership on the Commission. Each community based group's representative shall serve a three-year term, and then must petition for any additional three-year appointment. Consideration for an additional term shall be made along with other interested and qualified community-based organization(s).~~

6. All members shall be approved by the ~~of the Monterey County Commission on Disabilities shall be approved by the~~ Board of Supervisors~~, within their sole discretion~~.

~~7. The criteria to be utilized in recommending membership on the Commission to the Board of Supervisors shall include:~~

~~a. Background and skill category required;~~

~~b. County-wide reputation in his/her field;~~

c. Time available to serve as Commissioner, willingness and ability to commit to attend Commission meetings, (currently, the Commission meets six (6) times per year) and active participation on at least 1 (one) subcommittee; and

d. Absence of any potential conflict of interests.

ARTICLE IV - TERMS OF OFFICE

1. Terms of office shall begin January 1st and end December 31st.

1. The term of office for commissions is three years. Commissioners wanting to be reappointed must petition for an additional term. Representatives shall serve three (3) year terms. Those representatives who serve at the pleasure of their appointing body may continue to serve until their successor representative is appointed, unless their appointing body specifically determines otherwise.

2.

2.

3. Terms of office shall begin January 1st and end December 31st.

4.3. Representatives shall serve not more than two three-year consecutive terms, for a maximum of six years, as a maximum of six consecutive years, as calculated to the next following December 31st for any individual appointed to fill a vacancy for the remainder of that term. (excludes Board of Supervisors' representatives). Any vacancy shall be filled for the remainder of the term.

ARTICLE V – ATTENDANCE AND VACANCIESVACANCIES, REMOVAL & REPLACEMENT OF MEMBERS OR OFFICERS

1. Members

a. A vacancy shall exist when a member submits a written resignation to the Commission Chairperson and/or the appointing Supervisor/organization.

1. Attendance:

a. The Commission shall meet a minimum of once every two months.

b. Excused absences relate to vacation, illness, family emergency, or other exceptional circumstances, provided a 48-hour advance notice is given to the Civil Rights Office.

c. Unexcused absences are when advance notice was not provided to the Civil Rights Office.

d. The Commission may, for good cause, grant its members leaves of absence for a reasonable period.

e. A commissioner shall violate the attendance policy when:

1) A commissioner has two unexcused absences in one calendar year; or,

2) A commissioner has a combination of three excused or unexcused absences in one calendar year.

2. Vacancies:

a. A vacancy shall exist:

1) When a commissioner submits a written resignation to the Chairperson or the Civil Rights Office.

2) When a commissioner's death or any other circumstances prevent them from completing a term.

3) When a commissioner no longer resides or works in the County or Supervisorial district, or does not meet the qualifications for the appointment.

4) When a commissioner violates the attendance policy.

b. Vacancies shall be filled for the remainder of the term.

c. When a vacancy occurs, the Civil Rights Office shall notify the Board of Supervisors in writing to consider a new appointment.

d. If a vacancy occurs because of the attendance policy violation, the Civil Rights Office shall notify the commissioner that their position is vacant and inform the Board of Supervisors to consider a new appointment.

ARTICLE VI - ORGANIZATION

b. Officers: ~~If a member is absent from two (2) of the Commission meetings during a calendar year, the Commission shall advise the Board of Supervisors that a vacancy exists as a result of attendance violations and shall recommend the appointment of a replacement. If, after advance notification of an absence, the Chair excuses the absence, then the absence shall not count toward vacating the office.~~

c. ~~As a matter of professional courtesy, each Commissioner who is unable to attend a regular Commission meeting, shall so advise the Equal Opportunity Office 48 hours in advance in the absences that are~~

~~foreseeable.~~

~~d. When a Commissioner no longer resides or works in Monterey County, or otherwise does not meet the qualifications for the appointment. Member vacancies may also be created by death, incapacity, or removal.~~

~~e. Each Commission member sits at the pleasure of the Board of Supervisors, and may be removed without cause by vote of the Board of Supervisors. All vacancies shall be filled by appointment by a member of the Board of Supervisors upon the recommendation of the Commission.~~

~~f. When a prospective Commission vacancy is imminent or when a Commissioner resigns, the Commission Chairperson shall forthwith notify the Board of Supervisors in writing. Notice of vacancies shall comply with Board of Supervisors' Resolution No. 80-12. Pursuant to Resolution 80-12, public notices of unscheduled vacancies shall be listed in newspapers of general circulation printed and published in Monterey County and posted in County offices and libraries by the Clerk of the Board of Supervisors.~~

1.

a. The Commission shall elect a Chairperson and Vice-Chairperson before the January meeting to take office in January. Officers shall serve for one year and may run for reelection.

b. Officers may be removed by vote of a majority of those members currently appointed for failure to perform the duties of the Office, or for malfeasance in office.

a. A vacancy in any Office shall be filled by nomination and election by the Commission as soon as is reasonably possible.

2. Duties of Officers:

a. Chairperson:

1) Is responsible for speaking for the Commission on Disabilities.

2) Presides over Commission meetings.

3) Appoints committee members and temporary chairpersons to serve until each committee meets and selects a chairperson.

4) Signs all documents to carry out the will of the Commission.

5) Serves as an *ex officio* member of all committees.

6) Is responsible for the approval of the agenda.

b. Vice-Chairperson:

1) Be knowledgeable of and assume the duties of the Chairperson in their absence or incapacity.

2) Become the Chairperson upon the death, resignation, or permanent incapacity of the Chairperson.

c. Committees:

1) *Ad hoc* committees shall be created by action of the Commission, as needed. *Ad hoc* committees shall serve for a specific purpose and a limited duration until the work is complete or the committee is disbanded.

2) The Commission may establish standing committees, as needed, by a majority vote.

3. Amendment of the Bylaws:

a. Commissioners may suggest an amendment to the bylaws.

b. To be approved, an amendment must first be presented in writing at a regular meeting. At the next regular meeting, it may be adopted by a majority vote of those present and then submitted to the Board of Supervisors for final approval.

4. County Staff Support, Minutes, and Expenses:

a. The Civil Rights Office shall provide staff support to the Commission.

b. Official minutes indicating attendance and recording actions taken at each Commission meeting shall be prepared and submitted to the Clerk of the Board prior to the subsequent meeting.

c. Commissioners are entitled to mileage reimbursement to and from meetings

and reasonable expenses necessary to conduct official County business, pursuant to County policies.

5. Reporting:

a. The Civil Rights Office shall oversee the overall reporting process to the Board of Supervisors.

b. The Chairperson and the Civil Rights Office shall submit periodic reports to the Board of Supervisors.

6. Procedural Guidelines:

a. Robert's Rules of Order shall guide the procedural conduct of the meetings.

~~2. Officers~~

~~a. Officers may be removed by vote of a majority of those members currently appointed for failure to perform the duties of the Office, or for malfeasance in office.~~

~~b. Vacancy in any Office shall be filled by nomination and election by the Commission as soon as is reasonably possible.~~

~~c. The Commission may, for good cause, grant leaves of absence for a reasonable period to its members. Request for leaves of absence must be presented to the Commission in writing.~~

~~ARTICLE VI – DUTIES OF COMMISSION MEMBERS~~

~~Duties of individual Commission members include, but are not necessarily limited to:~~

~~1. Attend a minimum of five (5) Commission meetings per calendar year;~~

~~2. Actively participate in those committee meetings for which the member is~~

designated as a committee member;

3. Promptly relate community input to the Commission;

4. Represent the Commission in a positive and effective manner in public forums;

5. Learn enough details about disability law and issues, and available services that the Commission member can effectively evaluate issues and proposed solutions;

6. Accept and fulfill reasonable assignments from the Commission Chair; and

7. Participate in the development of an educational program for orientation of new Commission members.

8. The completion of the ethics training as required under AB1234 (Chapter 700, 2005).

ARTICLE VII - COMPENSATION

The members of the Commission shall receive no compensation, but shall be reimbursed for mileage to and from meetings and for reasonable and necessary expenses incurred in the performance of official business of the Commission. Standard rates allowed County personnel shall be used for reimbursement.

ARTICLE VIII – CONFLICT OF INTERESTS

1. No Commission member shall participate in any matter which comes before the Commission, or in any matter in which he/she is required to act in his/her capacity as a Commission member, when the member has or may have a direct or indirect economic interest that may be affected as a result of such action, unless by necessity. Additionally, no Commission member shall undertake any employment, activity, or economic enterprise for compensation that is inconsistent, incompatible, in conflict with or inimical to his/her duties as a Commission member.

2. Commission members shall be required to follow the current Conflict of Interest Code adopted by the Board of Supervisors, which shall be attached hereto and is incorporated herein by this reference.

ARTICLE IX - MEETINGS

1. Each Commission meeting shall be governed by applicable law and the requirements of the Board of Supervisors' Resolution No. 01-073, as currently amended. The location for the meetings shall meet all physical access concerns and be near bus stops. The time and place shall be determined by a quorum of the members at the first meeting of each calendar year. Commission and Standing Committee meetings shall be open to the public and shall be conducted in accordance with the Ralph M. Brown Act (Government Code §56970, *et seq*.) and/or other applicable statutes.

2. Frequency

   Meetings are open to the general public, except for any Closed Session authorized by law.

   a. Standing committees of the Commission meet in accordance with the annual schedule of committee meetings adopted by the Commission, or as frequently as is necessary to fulfill the committee's duties, but not less than quarterly.

   b. The Commission shall meet bimonthly.

   c. Special meetings may be called by the Chairperson and/or may be called at the request of three members of the Commission.

   d. No action of discussion shall be undertaken on any item not appearing on the posted agenda, except that members of the Commission may briefly respond to statements made or questions posed by persons exercising their public testimony rights or ask a question for clarification, refer the matter to staff or to other resources for factual information, or request staff to report back at a subsequent meeting concerning any matter.

   Notwithstanding the foregoing, action may be taken on an item of business not appearing on the posted agenda upon a determination by two-thirds (2/3) of the membership of a standing committee, or if less than two-thirds (2/3) of the members are present, by unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the Commission subsequent to the agenda being posted.

3. Quorum

For regular and special meetings of the Commission, a quorum is a majority of the total current appointed membership of the Commission. Commission action may be taken only if a quorum is present. A roll call vote shall be taken when requested by any member in attendance. For committees, a quorum shall be a majority of the members of that committee. Ex-officio members do not count for the establishment of a quorum.

4. Special Meetings

a. Special meetings may be called at any time for a specific, announced purpose by the Commission Chair, or on request of any three (3) Commission members.

b. Notice of a special meeting shall be delivered, in writing, to all Commission members at least forty-eight (48) hours in advance of the meeting.

ARTICLE X - OFFICERS

1. The Officers of the Commission shall be a Chair and a Vice Chair. They shall be elected by the Commission at its first meeting of the calendar year, from among its own members. Officers are elected for a period of two (2) years and shall serve until a successor has been duly elected. A Commission member shall not simultaneously hold more than one office.

2. Duties of Officers

a. The Chairperson

i) is responsible to speak for the Commission on Disabilities to other organizations and to the public;

ii) presides at all Commission meetings;

iii) appoints committees and committee chairpersons;

iv) signs all documents to carry out the Commission's business;

v) is a member of all committees, ex-officio; and

vi) is responsible for the establishment of the agenda.

b. The Vice-Chairperson

i) assumes the duties of the Chairperson in case of absence or incapacity and becomes the Chairperson upon the resignation or permanent incapacity of the Chairperson; and

ii) performs such reasonable duties as may be required by the Commission or by its Chair.

iii) in the absence of the Chair and Vice Chair, the Commission shall nominate an interim Chair to preside at the meeting.

ARTICLE XI – ORGANIZATION AND PROCEDURES

1. Committees

a. There shall be two (2) Standing Committees:
Outreach Committee

b. Compliance Review of the County's ADA Transition Plan Committee

c. For special situations not covered by the standing committee, the Commission Chair, as needed, shall appoint ad hoc committees. Ad hoc committees shall serve only until its final report is given to the Commission.

d. The Commission Chair may appoint a temporary chairperson of each committee, to serve until each committee meets and selects a chairperson.

e. The duties of each committee shall be decided upon by the committee members, with input from the Commission Chair, and submitted to the general Commission for approval.

f. The Chair shall be an ex-officio member of all Commission committees.

2. County Staff Support

The County Equal Opportunity Officer or his/her designee shall be the Executive Secretary to the Commission and shall be responsible for taking minutes of each regular meeting, preparing the same, and for mailing the meeting agenda and informational materials to all Commission members.

3. Minutes

A record of proceedings of all Commission meetings and its committees shall be kept on file. Copies of the approved minutes, indicating attendance and recording actions taken at each Commission meeting, shall be prepared and submitted to the Board of Supervisors through the Clerk to the Board.

4. Annual Report

In accordance with the Board of Supervisors adoption of the County of Monterey Board, Commissions, Committees and Collaborative Training and Annual Reporting Policy (BCCC). The BCCC Policy states, in part, the following procedures:

a. Reporting Process

- Equal Opportunity Officer will be responsible for the overall reporting process.

- The Equal Opportunity Officer will bring to the Board of Supervisors, once a year, as a scheduled item, a board report with all Annual Reports attached. During the scheduled item, the Equal Opportunity Officer will make a presentation highlighting the accomplishments of some or all of the Commissions for which Annual Reports were submitted.

- It is at the discretion of the Equal Opportunity Officer to decide when to bring the item to the Board of Supervisors as long as it occurs once per calendar year.

- Pursuant to said Policy, the Equal Opportunity Officer will prepare and submit an Annual Report to the Board of Supervisors no later than January of each year.

- Each committee chairperson shall be responsible for preparing a report summarizing the work of his/her committee. Each committee's report shall be approved by the full Commission, and submitted to the Equal Opportunity Officer no later than the November meeting of each year.

~~5. Rules for Meetings~~

~~a. Board of Supervisors' Resolution No. 80-12, and all other Resolutions that establish County policy and/or procedure for the formation and operation of the various County commissions, shall apply to the activities of the Commission, except as otherwise modified by these Bylaws.~~

~~b. The current edition of Roberts' Rules of Order shall guide the procedural conduct of meetings.~~

~~6. Review and Amendment of the Bylaws~~

~~Bylaws will be reviewed at least every two years for revision, or more frequently if necessary. Any member of the Commission may suggest amendments to the Commission Bylaws. To be approved, a proposed amendment must first be presented in writing at a regular meeting. At the next regular meeting, it may be adopted by a two-thirds vote of those present. Thereafter, the proposed amendment must be submitted to the Board of Supervisors for final approval.~~

~~REVISED and RECOMMENDED FOR ADOPTION this 31st day of March, 2014 by the Monterey County Commission on Disabilities.~~**APPROVED** and **ADOPTED** by the Board of Supervisors this ____ day of ____, 2025, and shall take effect immediately.

Introduced: 10/22/2025

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

a. Authorize and approve the Director of the Department of Emergency Management or designee to submit a grant application to the California Fire Safe Council 2025 Wildfire County Coordinators Grant Program for a total amount not to exceed $151,500 with a performance period of January 1, 2026, to July 31, 2026, to establish a full-time, permanent Wildfire County Coordinator position dedicated to enhancing wildfire resilience through stronger local planning, community engagement, and coordination with state and local fire protection districts and other partners; and
b. Authorize and approve the Director of Department of Emergency Management or designee to execute all necessary forms and documents for the application to this grant; and
c. Direct Department of Emergency Management staff to return to the Board of Supervisors for approval prior to acceptance of any grant awards.

RECOMMENDATION:

a. Authorize and approve the Director of the Department of Emergency Management or designee to submit a grant application to the California Fire Safe Council 2025 Wildfire County Coordinators Grant Program for a total amount not to exceed $151,500 with a performance period of January 1, 2026, to July 31, 2026, to establish a full-time, permanent Wildfire County Coordinator position dedicated to enhancing wildfire resilience through stronger local planning, community engagement, and coordination with state and local fire protection districts and other partners; and
b. Authorize and approve the Director of Department of Emergency Management or designee to execute all necessary forms and documents for the application to this grant; and
c. Direct Department of Emergency Management staff to return to the Board of Supervisors for approval prior to acceptance of any grant awards.

SUMMARY:

Department of Emergency Management (DEM) intends to submit an application to the California Fire Safe Council for the 2025 Wildfire County Coordinators Grant Program for an estimated amount not to exceed $151,500 with a performance period of January 1, 2026, to July 31, 2026. The grant objective is to educate, encourage, and develop county-wide collaboration among wildfire mitigation groups.

DISCUSSION:
California Fire Safety Council (CFCS) announced additional funding for the Wildfire County Coordinator Grant Program which enhances wildfire resilience through stronger local planning, community engagement, and coordination. DEM will establish a full-time, permanent County Coordinator position to conduct wildfire mitigation planning and project implementation, including but not limited to, Community Wildfire Protection Plan (CWPP) updates and implementation.

This will enhance the Operational Area capacity and lead efforts to unify, implement mitigation strategies, support county-wide wildfire planning, and contribute to statewide data and preparedness initiatives. This new role will coordinate efforts with state and local fire protection districts, Monterey County Fire Safe Council, the Resource Conservation District of Monterey County, and Monterey County Housing and Community Development to ensure a coordinated, cross-agency approach to wildfire mitigation.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel, Auditors and Contracts Purchasing review documents in relation to the grant and approve as to form.

FINANCING:
Applying to this grant program will not impact the Department of Emergency Management's FY 2025-26 Adopted budget. Upon award and approval to accept the award by the Board of Supervisors, DEM will request an appropriation of funds for the awarded amount as well as approval to add the new position to DEM's budget. This grant does not require matching funds from the awardee. The estimated award amount not to exceed $151,500 is reimbursement-based and provides 12% of the award for indirect management and administration costs. DEM intends on applying for a continuance of this grant program for the FY 2026-27 cycle, for an additional 18-month performance period.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The California Fire Safe Council (CFSC) 2025 Wildfire County Coordinators Grant Program supports the County of Monterey Board of Supervisors' Strategic Goals by enhancing the county's ability to prepare for, respond to, and recover from disasters and emergencies. Through CFSC funding, the county strengthens local planning, community engagement, and coordination, ensuring public safety and community resilience align with the Board's priorities for effective governance and a safe, well-prepared community.

Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:

____ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):
The grant-funded Wildfire County Coordinator position directly supports the Monterey County Board of Supervisors' strategic initiative of Safe and Resilient Communities by enhancing wildfire preparedness, coordinating mitigation projects, and reducing fire risk to protect lives and property. It also aligns with Sustainable Infrastructure for the Present and Future by promoting long-term resilience through proactive land management and hazard reduction efforts.

Prepared by: Maeh Al-Shawaf, Management Analyst III, x1973
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Chief Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Resolution
Attachment B: Board of Supervisor Support Letter

Introduced: 10/22/2025

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

a. Authorize and approve the Director of the Department of Emergency Management or designee to submit a grant application to the California Fire Safe Council 2025 Wildfire County Coordinators Grant Program for a total amount not to exceed $151,500 with a performance period of January 1, 2026, to July 31, 2026, to establish a full-time, permanent Wildfire County Coordinator position dedicated to enhancing wildfire resilience through stronger local planning, community engagement, and coordination with state and local fire protection districts and other partners; and
b. Authorize and approve the Director of Department of Emergency Management or designee to execute all necessary forms and documents for the application to this grant; and
c. Direct Department of Emergency Management staff to return to the Board of Supervisors for approval prior to acceptance of any grant awards.

RECOMMENDATION:

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b. Authorize and approve the Director of Department of Emergency Management or designee to execute all necessary forms and documents for the application to this grant; and
c. Direct Department of Emergency Management staff to return to the Board of Supervisors for approval prior to acceptance of any grant awards.

SUMMARY:

Department of Emergency Management (DEM) intends to submit an application to the California Fire Safe Council for the 2025 Wildfire County Coordinators Grant Program for an estimated amount not to exceed $151,500 with a performance period of January 1, 2026, to July 31, 2026. The grant objective is to educate, encourage, and develop county-wide collaboration among wildfire mitigation groups.

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This will enhance the Operational Area capacity and lead efforts to unify, implement mitigation strategies, support county-wide wildfire planning, and contribute to statewide data and preparedness initiatives. This new role will coordinate efforts with state and local fire protection districts, Monterey County Fire Safe Council, the Resource Conservation District of Monterey County, and Monterey County Housing and Community Development to ensure a coordinated, cross-agency approach to wildfire mitigation.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel, Auditors and Contracts Purchasing review documents in relation to the grant and approve as to form.

FINANCING:
Applying to this grant program will not impact the Department of Emergency Management's FY 2025-26 Adopted budget. Upon award and approval to accept the award by the Board of Supervisors, DEM will request an appropriation of funds for the awarded amount as well as approval to add the new position to DEM's budget. This grant does not require matching funds from the awardee. The estimated award amount not to exceed $151,500 is reimbursement-based and provides 12% of the award for indirect management and administration costs. DEM intends on applying for a continuance of this grant program for the FY 2026-27 cycle, for an additional 18-month performance period.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The California Fire Safe Council (CFSC) 2025 Wildfire County Coordinators Grant Program supports the County of Monterey Board of Supervisors' Strategic Goals by enhancing the county's ability to prepare for, respond to, and recover from disasters and emergencies. Through CFSC funding, the county strengthens local planning, community engagement, and coordination, ensuring public safety and community resilience align with the Board's priorities for effective governance and a safe, well-prepared community.

Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:

____ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
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____ Diverse and Thriving Economy

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):
The grant-funded Wildfire County Coordinator position directly supports the Monterey County Board of Supervisors' strategic initiative of Safe and Resilient Communities by enhancing wildfire preparedness, coordinating mitigation projects, and reducing fire risk to protect lives and property. It also aligns with Sustainable Infrastructure for the Present and Future by promoting long-term resilience through proactive land management and hazard reduction efforts.

Prepared by: Maeh Al-Shawaf, Management Analyst III, x1973
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Chief Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Resolution
Attachment B: Board of Supervisor Support Letter

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No.

a. Authorize and approve the Director of the Department of Emergency Management or designee to submit a grant application to the California Fire Safe Council 2025 Wildfire County Coordinators Grant Program for a total amount not to exceed $151,500 with a performance period of January 1, 2026, to July 31, 2026, to establish a full-time, permanent County Coordinator position dedicated to enhancing wildfire resilience through stronger local planning, community engagement, and coordination with state and local fire protection districts and other partners; and
b. Authorize and approve the Director of Department of Emergency Management or designee to execute all necessary forms and documents for the application to this grant; and
c. Direct Department of Emergency Management staff to return to the Board of Supervisors for approval prior to acceptance of any grant awards.

RECITALS:

WHEREAS, California Fire Safety Council (CFCS) announced additional funding for the 2025 Wildfire County Coordinator Grant Program which enhances wildfire resilience through stronger local planning, community engagement, and coordination; and

WHEREAS, Monterey County is vulnerable to natural hazards, including wildfires, **and is seeking** dedicated funding to enhance the Operational Area capacity and lead efforts to unify, implement mitigation strategies, support county-wide wildfire planning, and contribute to statewide data and preparedness initiatives; and

WHEREAS, the Department of Emergency Management will establish a full-time, permanent Wildfire County Coordinator position to conduct wildfire mitigation planning and project implementation, including but not limited to, Community Wildfire Protection Plan (CWPP) updates and implementation; and

WHEREAS, this new role will coordinate efforts with state and local fire protection districts, Monterey County Fire Safe Council, the Resource Conservation District of Monterey County, and Monterey County Housing and Community Development to ensure a coordinated, cross-agency approach to wildfire mitigation.

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors in and for the County of Monterey as follows:

a. Authorize and approve the Director of the Department of Emergency Management or designee to submit a grant application to the California Fire Safe Council 2025 Wildfire County Coordinators Grant Program for a total amount not to exceed $151,500 with a performance period of January 1, 2026, to July 31, 2026, to establish a full-time, permanent Wildfire County Coordinator position dedicated to enhancing wildfire resilience through stronger local planning, community engagement, and coordination with state and local fire protection districts and other partners; and
b. Authorize and approve the Director of Department of Emergency Management or designee to execute all necessary forms and documents for the application to this grant; and
c. Direct Department of Emergency Management staff to return to the Board of Supervisors for approval prior to acceptance of any grant awards.

PASSED AND ADOPTED on this 18th day of November 2025, upon motion of Supervisor _____, seconded by Supervisor _____, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____for the meeting on _____.

Dated:

Valerie Ralph

Clerk of the Board of Supervisors

County of Monterey, State of California

By_____

, Deputy

Docusign Envelope ID: DB6A7261-0C42-46EA-80E8-0EE8A081CC9C

COUNTY OF MONTEREY

Chris Lopez, Chair
Monterey County Board of Supervisors

1011 BROADWAY STREET, SUITE C
KING CITY, CA 93930
DISTRICT3@COUNTYOFMONTEREY.GOV
TELEPHONE: (831) 755-5033

18 November 2025

Dear California Fire Safe Council,

The County of Monterey Board of Supervisors authorizes the Department of Emergency Management to apply on behalf of County of Monterey for the 2025 California Fire Safe Council County Coordinators Grant Project and serve as the grant subrecipient. Our board is confident that the Department of Emergency Management can execute the scope of the grant program and meet project metrics and deliverables.

The Department of Emergency Management is aware that, as a subrecipient, they will be required to work closely with the County of Monterey Board of Supervisors and other fire mitigation groups within the county to meet the County Coordinator grant objectives of educating, encouraging, and developing county-wide collaboration and coordination. Our Board is prepared to support and assist the Department of Emergency Management in the execution of these project goals.

Should you require additional confirmation of the County of Monterey's support of the Department of Emergency Management, the Board of Supervisor's office may be reached at 831-755-5033 and district3@countyofmonterey.gov.

Signed,

Signed by:
C61E919C3B8E43A...

Chair, County of Monterey Board of Supervisors

10/28/2025 | 4:40 PM PDT
Date

Sincerely,

Chris Lopez, Chair
Monterey County Board of Supervisors

Introduced: 10/27/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Approve expenditure of $10,000 from the Board of Supervisors (District 2) discretionary funds to reimburse the Aromas Community Center Foundation for costs incurred from park operations and maintenance, supporting a safe and well-maintained park for the Aromas community.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve expenditure of $10,000 from the Board of Supervisors (District 2) discretionary funds to reimburse the Aromas Community Center Foundation for costs incurred from park operations and maintenance, supporting a safe and well-maintained park for the Aromas community.

SUMMARY/DISCUSSION:

The Aromas Community Center Foundation operates and maintains the Aromas Community Park, a vital recreational and gathering space for local residents. The Foundation relies on community donations, fundraising, and volunteer efforts to sustain park operations. The proposed expenditure of $10,000 from the District 2 discretionary fund will help reimburse costs associated with ongoing maintenance and operations, ensuring the park remains safe, clean, and accessible for public use. This support reinforces the County's commitment to community well-being and enhances the quality of life for residents in the Aromas area.

PUBLIC PURPOSE FINDINGS:

In approving this expenditure, the Board of Supervisors finds that the expenditure is for a public purpose and the transaction is not prohibited by Article XVI, Section 6 of the California Constitution. Any benefit to an individual is incidental to the significant public purpose identified in the description above.

FINANCING:

There is no impact to the General Fund. Funds will be allocated from the Second District's discretionary budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This action supports community well-being by enhancing access to recreational opportunities, promoting healthy lifestyles, and maintaining safe, clean public spaces for residents of the Aromas community.

_X_ Well-Being and Quality of Life

____ Sustainable Infrastructure for the Present and Future

____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared and Approved by: Supervisor Glenn Church, District 2

Attachments:
1: Invoice

Introduced: 10/27/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Approve expenditure of $10,000 from the Board of Supervisors (District 2) discretionary funds to reimburse the Aromas Community Center Foundation for costs incurred from park operations and maintenance, supporting a safe and well-maintained park for the Aromas community.

RECOMMENDATION:
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SUMMARY/DISCUSSION:
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FINANCING:
There is no impact to the General Fund. Funds will be allocated from the Second District's discretionary budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
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_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities

____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared and Approved by: Supervisor Glenn Church, District 2

Attachments:
1: Invoice

M Vierra
10/27/2025

Aromas Community Center Foundation
P.O. Box 792, Aromas CA 95004

INVOICE# 2025-10-27-2

DATE: 10/27/2025

To:

Marilyn Vierra
Offices of District 2 Supervisor Glen Church
11140 Speegle St.
Castroville, CA 95012

County of Monterey
168 Alisal St.
Salinas, CA 93901

Details:

Funding for Aromas Community Park
501(C)(3) NONPROFIT ORGANIZATION
TAX-ID IS 77-0401492

Pay To:

ACCF - Aromas Community Center Foundation
PO Box 792
Aromas, CA 95004

ITEM#	DESCRIPTION	UNIT PRICE	TOTAL
1	Funding for the Aromas Community Park		$10,000.00

TOTAL DUE $10,000.00

County of Monterey

Board Report

Legistar File Number: 25-806

Item No.32

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 10/28/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Approve the Library Director to enter into a Memorandum of Understanding ("MOU") with the Volunteer Center of Santa Cruz County from December 2, 2025 - December 1, 2028 to offer programs, classes, and outreach to the community via public library locations

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve the Library Director to enter into a Memorandum of Understanding ("MOU") with the Volunteer Center of Santa Cruz County from December 2, 2025 - December 1, 2028 to offer programs, classes, and outreach to the community via public library locations

SUMMARY:

Monterey County Free Libraries (MCFL) and the Volunteer Center of Santa Cruz County will partner to bring workshops, outreach, and other opportunities to MCFL locations.

DISCUSSION:

MCFL partners with various community organizations, non-profits, and other government agencies to bring a variety of programs, workshops, classes, and opportunities to the community via branch libraries. This increases and enhances opportunities in communities for free and local options for learning.

The Volunteer Center of Santa Cruz County offers workshops and classes, and is able to conduct some in northern Monterey County. As residents routinely move across jurisdictional lines, living and working in different areas, bringing unique opportunities provided by the Volunteer Center of Santa Cruz County into MCFL locations benefits community members.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

County Counsel has reviewed as to form.

FINANCING:

Services provided by the Volunteer Center for Santa Cruz County will be provided at no charge. Ancillary costs to MCFL, such as promotion of these opportunities, will be absorbed into the MCFL operational budget. There is no impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Ongoing opportunities for the community to have free and accessible health and learning options.

X Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Ava Rivera, Senior Account Clerk, x7559
Approved by: Hillary Theyer, Library Director, x7566

Attachments:
MOU MCFL and Volunteer Center for Santa Cruz County 10.28.25

County of Monterey

Board Report

Legistar File Number: 25-806

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 10/28/2025
Version: 1

Current Status: Draft
Matter Type: General Agenda Item

Approve the Library Director to enter into a Memorandum of Understanding ("MOU") with the Volunteer Center of Santa Cruz County from December 2, 2025 - December 1, 2028 to offer programs, classes, and outreach to the community via public library locations

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The Volunteer Center of Santa Cruz County offers workshops and classes, and is able to conduct some in northern Monterey County. As residents routinely move across jurisdictional lines, living and working in different areas, bringing unique opportunities provided by the Volunteer Center of Santa Cruz County into MCFL locations benefits community members.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed as to form.

FINANCING:
Services provided by the Volunteer Center for Santa Cruz County will be provided at no charge. Ancillary costs to MCFL, such as promotion of these opportunities, will be absorbed into the MCFL operational budget. There is no impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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X Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Ava Rivera, Senior Account Clerk, x7559
Approved by: Hillary Theyer, Library Director, x7566

Attachments:
MOU MCFL and Volunteer Center for Santa Cruz County 10.28.25

Docusign Envelope ID: C9930889-C2E1-405D-BD42-479B93988E47

Memorandum of Understanding between the County of Monterey on behalf of the Monterey County Free Libraries and Volunteer Center of Santa Cruz County

This memorandum of understanding establishes a formal partnership between the County of Monterey (County), on behalf of Monterey County Free Libraries (MCFL) and the Volunteer Center of Santa Cruz County (Volunteer Center) to offer classes, workshops, and other learning opportunities.

The goal of this partnership is to enhance and expand opportunities for participation in the programs and activities of the Volunteer Center in Monterey County, through offering classes, workshops and similar learning opportunities at MCFL branch libraries.

RECITALS

WHEREAS, the mission of the Volunteer Center of Santa Cruz County is to transform our community and ourselves through volunteerism and empower everyone to be the difference. We connect people, organizations, and businesses to transform lives, build community, and volunteer for good.

WHEREAS, the mission of MCFL is to bring ideas, inspiration, information, and enjoyment to our community. MCFL's vision is that Monterey County is a community where everyone has the opportunity to achieve their potential and pursue happiness.

WHEREAS, through collaboration, Volunteer Center and MCFL are looking to expand opportunities for participation in programs and classes offered by the Volunteer Center, benefitting community members through expanded participation opportunities, and fulfilling the missions of both institutions.

NOW THEREFORE, it is hereby agreed by and between the County and Volunteer Center as follows:

PURPOSE AND SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to providing program facilitation to conduct the above activities.

RESPONSIBILITIES UNDER THIS MOU

The County shall undertake the following activities:

- Provide access to MCFL facilities for Volunteer Center staff, volunteers, and participants for identified activities, on a mutually agreed location, schedule, and duration.
- Provide any current and applicable County and Library access and safety policies and protocols to Volunteer Center.
- Provide directions or training on use of any technology used for Volunteer Center activities at MCFL sites, on mutually agreed schedule.
- Assist in promotion of Volunteer Center activities at MCFL sites.
- Provide an open channel of communication to and with Volunteer Center.

Docusign Envelope ID: C9930889-C2E1-405D-BD42-479B93988E47

Volunteer Center shall undertake the following activities:

- Ensure that County and Library access and safety policies and protocols are communicated to Volunteer Center staff, volunteers, and participants undertaking the identified activities.
- Ensure that all Volunteer Center staff, volunteers, and participants follow County and Library access and safety policies and protocols.
- Manage all registration and enrollment required for Volunteer Center activities.
- Provide all applicable staff, volunteers, or other oversight as applicable to the Volunteer Center activities.
- Ensure that location and arrangements are safe and suitable for Volunteer Center activities.
- Provide any technology required for Volunteer Center activities that is unable to be routinely or suitably provided at MCFL sites.
- Ensure that activities and programs are free of charge and open to the public; Volunteer Center is not permitted to add or imply any fee or charge for those attending.
- Ensure that any additional permits, permissions, licenses or certifications for Volunteer Center activities are obtained and in place.
- Ensure that any personally identifiable information required for participation in Volunteer Center activities is collected, secured, or retained by Volunteer Center, and not shared with or represented as being collected by MCFL.
- Provide an open channel of communication to and with MCFL staff.

TERM

This MOU is in effect upon signing and will be for a term of three (3) years. This MOU may be terminated on terms mutually agreed upon by the parties, or upon 30 days advance written notice, without cause, by either party.

INDEMNITY

In consideration and furtherance of the above specified Volunteer Center shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with this MOU, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Volunteer Center's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "Volunteer Center performance" includes their action or inaction and the action or inaction of Volunteer Center's officers, employees, agents, invitees, volunteers, contractors, and subcontractors.

INSURANCE

Evidence of Coverage: Prior to commencement of this MOU, Volunteer Center shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained.

Docusign Envelope ID: C9930889-C2E1-405D-BD42-479B93988E47

Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, Volunteer Center upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. This approval of insurance shall neither relieve nor decrease the liability of the Volunteer Center.

Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Officer.

Insurance Coverage Requirements: Without limiting Volunteer Center's duty to indemnify Volunteer Center shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

• Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

• Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and property Damage of not less than $1,000,000 per occurrence.

• Workers' Compensation Insurance, if Volunteer Center employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Volunteer Center completes all the work or performs all the services under this Agreement. Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Volunteer Center and additional insureds with respect to claims arising from each subcontractor, if any, performing work or services under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements. Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of Volunteer Center's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional

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Insureds shall not be called upon to contribute to a loss covered by Volunteer Center's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 201011-85 or CG 201010 01 in tandem with CG 20 3710 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99. Prior to the execution of this Agreement by the County, Volunteer Center shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that Volunteer Center has in effect the insurance required by this Agreement.

Volunteer Center shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. Volunteer Center shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, Volunteer Center shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Volunteer Center to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this MOU immediately. Volunteer Center shall be a licensed, bonded and a properly insured (or permissibly self-insured) contractor, and be responsible for restoring the Property to a condition acceptable to the County upon completion of its purpose for using the Property.

NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS

During the term of this MOU, Volunteer Center and their employees, agents, and/or subcontractors shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation. Volunteer Center agrees to comply with all federal, state and local laws, regulations and ordinances of these authorities, including any health and safety orders or requirements issued by local or state authorities.

GOVERNING LAW

This MOU shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

ASSIGNMENT

Volunteer Center shall not assign or transfer interest in this MOU to any other parties without written consent from the County.

AUTHORITY

The Parties signing this MOU certify they have proper authorization to do so.

Name: Signed by: Tara Ireland E32CB726581D435... *Date:* 11/4/2025 | 9:51 AM PST

Tara Ireland, Empowered Aging Director
Volunteer Center of Santa Cruz County

Docusign Envelope ID: C9930889-C2E1-405D-BD42-479B93988E47

Name: _____ *Date:* _____

Hillary Theyer, Library Director
Monterey County Free Libraries

Introduced: 10/31/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve and adopt Amendment No. 2 to the County of Monterey Section 125 Flexible Benefit Plan to increase the Dependent Care Assistance Program contribution limit effective January 1, 2026 from $5,000 to a flexible contribution limits as set by Congress or the Internal Revenue Service effective January 1, 2026.
b. Authorize the Human Resources Department and the Auditor-Controller's Office to implement the amendment to the Monterey County Section 125 Flexible Benefit Plan.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Approve and adopt Amendment No. 2 to the County of Monterey Section 125 Flexible Benefit Plan to increase the Dependent Care Assistance Program contribution limit effective January 1, 2026 from $5,000 to a flexible contribution limits as set by Congress or the Internal Revenue Service effective January 1, 2026.
b. Authorize the Human Resources Department and the Auditor-Controller's Office to implement the amendment to the Monterey County Section 125 Flexible Benefit Plan.

SUMMARY:
The County of Monterey offers all eligible County employees a robust pre-tax benefits package through Cafeteria Benefit Plan, which includes a Dependent Care Assistance Program (DCAP). The Dependent Care Assistance Program allows employees to make an irrevocable election each Open Enrollment Period to set aside pre-tax dollars for the upcoming calendar year to pay for eligible dependent care expenses such as daycare, afterschool program, and summer day camp. Historically, the annual DCAP contribution limit has been set at $5,000 per household, as established under Internal Revenue Code (IRC) Section 129.

On July 4, 2025, the H.R.1 Bill was enacted by Congress, which increases the maximum annual contribution limit for the Dependent Care Assistance Program (DCAP) from $5,000 to $7,500, effective January 1, 2026. In order for the County to offer this increased benefit to employees, the County's Section 125 Cafeteria Plan must be formally amended to incorporate the new federal contribution limit in accordance with Internal Revenue Code Section 129. In response to this change, and to ensure timely compliance with current and future federal law, the Human Resources Department recommends amending the Cafeteria Plan to expressly adopt the $7,500 annual limit for the 2026 plan year, and to include language that allows the County to automatically implement future

increases to the DCAP limit if the IRS or Congress updates the allowable contribution amount in subsequent years. This approach ensures that the Plan remains compliant with federal law and eliminates the need for future formal amendments to Article VII, Section 7.9 of the Section 125 Flexible Benefit Plan to accommodate changes to the statutory limit.

DISCUSSION:

The proposed Plan amendment replaces the fixed dollar limit currently stated in the Section 125 Flexible Benefit Plan with a provision that references the maximum limit allowable under current federal law. This change will allow the County to implement the new $7,500 limit beginning with the 2026 plan year and allows the County to automatically offer employees the ability to contribute up to new maximum contribution limits in future plan years if Congress or the IRS changes the allowable contribution limit.

This amendment ensure the County remains in compliance with IRC Section 129 while maximizing tax-advantageous benefits for employees and minimizing administrative burden to the County. It also ensures that employees can take advantage of increased tax savings in a timely manner when federal limits are raised, without delay and helps support employees experiencing challenges with childcare expenses. The Dependent Care Assistance Program is entirely employee-funded through pre-tax salary redirection. As such, the increased limit does not result in any additional County cost. There is no fiscal impact to the County as a result of this amendment. For these reasons, it is recommended that the Board of Supervisors approve the amendment to the Monterey County Section 125 Flexible Benefit Plan.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Human Resources Department has consulted with the County Administrative Office, and the Offices of the County Counsel and Auditor-Controller regarding the applicability and implementation of these changes.

FINANCING:

There are no associated costs with the implementation of these provisions as contributions toward the Dependent Care Assistance Program is funded by employee payroll deductions.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This amendment supports the Strategic Plan Goal of Well-Being and Quality of Life by expanding access to tax-advantaged dependent care benefits, helping working families better manage the rising cost of child and elder care.

- ✓ Well-Being and Quality of Life
- __ Sustainable Infrastructure for the Present and Future
- __ Safe and Resilient Communities
- __ Diverse and Thriving Economy
- __ Dynamic Organization and Employer of Choice

Prepared by: Melissa Zamora, HR Program Manager, 755-5004
Approved by: Andreas Pyper, Director of Human Resources, 755-5043

Attachments:
Attachment A - Board Report
Attachment B - Amendment No. 2
Attachment C - Amendment No. 1
Attachment D - Section 125 Flexible Benefit Plan

Introduced: 10/31/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Approve and adopt Amendment No. 2 to the County of Monterey Section 125 Flexible Benefit Plan to increase the Dependent Care Assistance Program contribution limit effective January 1, 2026 from $5,000 to a flexible contribution limits as set by Congress or the Internal Revenue Service effective January 1, 2026.
b. Authorize the Human Resources Department and the Auditor-Controller's Office to implement the amendment to the Monterey County Section 125 Flexible Benefit Plan.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and adopt Amendment No. 2 to the County of Monterey Section 125 Flexible Benefit Plan to increase the Dependent Care Assistance Program contribution limit effective January 1, 2026 from $5,000 to a flexible contribution limits as set by Congress or the Internal Revenue Service effective January 1, 2026.
b. Authorize the Human Resources Department and the Auditor-Controller's Office to implement the amendment to the Monterey County Section 125 Flexible Benefit Plan.

SUMMARY:

The County of Monterey offers all eligible County employees a robust pre-tax benefits package through Cafeteria Benefit Plan, which includes a Dependent Care Assistance Program (DCAP). The Dependent Care Assistance Program allows employees to make an irrevocable election each Open Enrollment Period to set aside pre-tax dollars for the upcoming calendar year to pay for eligible dependent care expenses such as daycare, afterschool program, and summer day camp. Historically, the annual DCAP contribution limit has been set at $5,000 per household, as established under Internal Revenue Code (IRC) Section 129.

On July 4, 2025, the H.R.1 Bill was enacted by Congress, which increases the maximum annual contribution limit for the Dependent Care Assistance Program (DCAP) from $5,000 to $7,500, effective January 1, 2026. In order for the County to offer this increased benefit to employees, the County's Section 125 Cafeteria Plan must be formally amended to incorporate the new federal contribution limit in accordance with Internal Revenue Code Section 129. In response to this change, and to ensure timely compliance with current and future federal law, the Human Resources Department recommends amending the Cafeteria Plan to expressly adopt the $7,500 annual limit for the 2026 plan year, and to include language that allows the County to automatically implement future increases to the DCAP limit if the IRS or Congress updates the allowable contribution amount in

subsequent years. This approach ensures that the Plan remains compliant with federal law and eliminates the need for future formal amendments to Article VII, Section 7.9 of the Section 125 Flexible Benefit Plan to accommodate changes to the statutory limit.

DISCUSSION:

The proposed Plan amendment replaces the fixed dollar limit currently stated in the Section 125 Flexible Benefit Plan with a provision that references the maximum limit allowable under current federal law. This change will allow the County to implement the new $7,500 limit beginning with the 2026 plan year and allows the County to automatically offer employees the ability to contribute up to new maximum contribution limits in future plan years if Congress or the IRS changes the allowable contribution limit.

This amendment ensure the County remains in compliance with IRC Section 129 while maximizing tax-advantageous benefits for employees and minimizing administrative burden to the County. It also ensures that employees can take advantage of increased tax savings in a timely manner when federal limits are raised, without delay and helps support employees experiencing challenges with childcare expenses. The Dependent Care Assistance Program is entirely employee-funded through pre-tax salary redirection. As such, the increased limit does not result in any additional County cost. There is no fiscal impact to the County as a result of this amendment. For these reasons, it is recommended that the Board of Supervisors approve the amendment to the Monterey County Section 125 Flexible Benefit Plan.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Human Resources Department has consulted with the County Administrative Office, and the Offices of the County Counsel and Auditor-Controller regarding the applicability and implementation of these changes.

FINANCING:

There are no associated costs with the implementation of these provisions as contributions toward the Dependent Care Assistance Program is funded by employee payroll deductions.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This amendment supports the Strategic Plan Goal of Well-Being and Quality of Life by expanding access to tax-advantaged dependent care benefits, helping working families better manage the rising cost of child and elder care.

- ✓ Well-Being and Quality of Life
- __ Sustainable Infrastructure for the Present and Future
- __ Safe and Resilient Communities
- __ Diverse and Thriving Economy
- __ Dynamic Organization and Employer of Choice

Prepared by: Melissa Zamora, HR Program Manager, 755-5004

Approved by: Andreas Pyper, Director of Human Resources, 755-5043

Attachments:
Attachment A - Board Report
Attachment B - Amendment No. 2
Attachment C - Amendment No. 1
Attachment D - Section 125 Flexible Benefit Plan

Amendment No. 2 to the County of Monterey Section 125 Flexible Benefit Plan

Effective Date: This Amendment is effective as of January 1, 2026
Pursuant to Article X, Section 10.1 of the County of Monterey Section 125 Flexible Benefit Plan ("Plan"), the Plan is hereby amended as follows:

Amendment to Article VII, Section 7.9 – Limitation on Payments
Section 7.9(a) is hereby deleted in its entirety and replaced with the following:
(a) Code limits. Notwithstanding any provision contained in this Article to the contrary, the maximum amount that may be reimbursed to a Participant under this Dependent Care Assistance Program for any taxable year shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or $7,500 ($3,750 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)) or the maximum amount permitted under Code Section 129(a), as adjusted from time to time by Congress or the Internal Revenue Service.

The Plan shall be deemed automatically amended to reflect any changes to the statutory or regulatory dollar limit on Dependent Care Assistance Program benefits under Internal Revenue Code Section 129, including cost-of-living adjustments or changes enacted through federal legislation or regulatory guidance, without the need for a formal Plan amendment.

Except as specifically amended herein, all other provisions of the Plan shall remain in full force and effect.

* * * * * *

This Amendment has been executed this _____ day of _____, 20____.

Name of Plan: County of Monterey Section 125 Flexible Benefit Plan

Name of Employer: County of Monterey

By: _____
EMPLOYER

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of the County of Monterey hereby certifies that the following resolution was duly adopted by the County of Monterey Board of Supervisors on _____, and that such resolution has not been modified or rescinded as of the date hereof;

RESOLVED, this Amendment to the County of Monterey Section 125 Flexible Benefit Plan is hereby approved and adopted and that an authorized representative of the County of Monterey is hereby authorized and directed to execute and deliver to the Plan Administrator the Amendment and to take any and all actions as it may deem necessary to effectuate this resolution.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date:_____

Signed:_____

_____
[print name/title]

2021 CAFETERIA PLAN AMENDMENT

ARTICLE 1
PREAMBLE

1.1 Adoption of Amendment. The Employer adopts this Amendment to implement provisions of the laws and other regulations and Notices issued by the IRS or DOL which affect the Plan, including CARES (Coronavirus Aid, Relief, and Economic Security Act), CAA (Consolidated Appropriations Act), and ARPA (American Rescue Plan Act) provisions; the provisions under IRS Notices 2020-29, 2021-15, and 2021-26; and Announcement 2021-7; and the DOL/IRS updates to the claims procedures and COBRA timelines (IRS Notice 2020-23 and EBSA Disaster Relief Notices 2020-01 and 2021-01).

1.2 Superseding of inconsistent provisions. This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. The timeframes for application of provisions are as selected in Article 2, and, if appropriate, provisions only apply for the Plan Year selected.

1.3 Construction. Except as otherwise provided in this Amendment, any "Section" reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment and does not relate to the Plan article, section, or other numbering designations.

1.4 Effect of restatement of Plan. If the Employer restates the Plan then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions).

ARTICLE 2
IDENTIFYING INFORMATION; EMPLOYER ELECTIONS

2.1 **Identifying information.**

A. Name of Employer: COUNTY OF MONTEREY

B. Name of Plan: COUNTY OF MONTEREY FLEXIBLE BENEFITS PLAN

2.2 **Change in Status for Health Flexible Spending Account.** The Plan adopts the new change in status events for Participants related to Health Flexible Spending Accounts, as described in Section 3.2.

For plan years ending in 2021.

2.3 **Change in Status for Dependent Care Flexible Spending Account.** The Plan adopts the new change in status events for Participants related to Dependent Care Flexible Spending Accounts, as described in Section 3.2.

For plan years ending in 2021.

2.4 **Carryover.** The Plan adopts the carryover provisions and/or the new adjustment for the carryover of unused benefits, contributions or amounts to be used in the health and dependent care flexible spending

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accounts as follows:

Yes, for the Health FSA for:
Plan year ending in 2020 into plan year ending in 2021.
Plan year ending in 2021 into plan year ending in 2022.

Yes, for the Dependent Care FSA for:
Plan year ending in 2020 into plan year ending in 2021.
Plan year ending in 2021 into plan year ending in 2022.

2.5 **Dependent Care Assistance Program Provisions.**

The Plan will adopt the new limits of $10,500 and $5,250, as described in Article 5.

2.6 **Effective Date.** This Amendment is effective as of January 1, 2020.

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ARTICLE 3
CHANGE IN STATUS EVENTS

3.1 **Application.** The Plan's provisions concerning "Change in Status" under the Plan are amended by the addition of the following provisions. Such provisions can apply to the Health Flexible Spending Account and Dependent Care Flexible Spending Account, as elected at 2.2 and 2.3 above for mid-year elections made during 2021.

3.2 **Change in Status – Health or Dependent Care Flexible Spending Account.** A Participant who has previously rejected coverage under the selected flexible spending account may now elect to contribute prospectively to such account. A Participant who has previously elected an amount to be reimbursed under the flexible spending account may now adjust or lower that amount, subject to the statutory and plan limitations on the maximum allowable contribution and the limitations elected above in Election 2.5 This section applies to Plan Years and accounts as elected at 2.2 and 2.3. No amounts may be transferred from the health flexible spending account to the dependent care flexible spending account or vice versa.

ARTICLE 4
FLEXIBLE SPENDING ACCOUNT CARRYOVER

4.1 **Application.** A Participant in the Health Flexible Spending Account may carry over unused amounts for a Plan Year beginning on or after January 1, 2020 to the immediately following Plan Year. For the 2020 and 2021 Plan Years, as selected, a Participant in the Health or Dependent Care Flexible Spending Accounts may carry over unused amounts remaining at the end of one Plan Year to the immediately following Plan Year (ending in 2022 for 2021 amounts). Unless such Health Flexible Spending Account is a limited purpose flexible spending account, a Participant will not be permitted to contribute to a Health Savings Account (HSA) during the carryover period.

ARTICLE 5
CLAIMS SUBMISSION AND OTHER PROVISIONS

5.1 **Dependent Care Assistance Program Limits**. For calendar year 2021, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or $10,500 ($5,250 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)). Application of limits and taxation of any dependent care benefits shall be in accordance with Notice 2021-26.

* * * * * *

This Amendment has been executed this _____ day of _____, 20____.

Name of Plan: _____

Name of Employer: _____

By: _____
EMPLOYER

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CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of _____ (the Employer) hereby certifies that the following resolution was duly adopted by Employer on _____, and that such resolution has not been modified or rescinded as of the date hereof;

RESOLVED, this Amendment to the _____ Plan is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator the Amendment and to take any and all actions as it may deem necessary to effectuate this resolution.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date:_____

Signed:_____

_____
[print name/title]

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SUMMARY OF MATERIAL MODIFICATIONS
for the

COUNTY OF MONTEREY
FLEXIBLE BENEFITS PLAN

I
INTRODUCTION

This is a Summary of Material Modifications regarding the FLEXIBLE BENEFITS PLAN ("Plan"). This is merely a summary of the most important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

II
SUMMARY OF CHANGES

This amendment is effective January 1, 2020.

For plan year 2021, you may have a change in status for your Health Flexible Spending Account as described below.

- You may elect to contribute to your Health Flexible Spending Account if you declined to do so during the enrollment period.
- You may elect to increase your Health Flexible Spending Account, up to the maximum that we allow, current max allowed $2,750.
- You may elect to decrease the amount you contribute to your Health Flexible Spending Account on a prospective basis (however, it may not be less than the amount you have already contributed to the plan or have already been reimbursed, if greater).

For plan year 2021, you may have a change in status for Dependent Care Flexible Spending Account:

- You may elect to contribute to your Dependent Care Flexible Spending Account if you declined to do so during the enrollment period.
- You may elect to increase your Dependent Care Flexible Spending Account, up to the maximum that we allow, the IRS has temporarily increased the max to $10,500.
- You may elect to decrease the amount you contribute to your Dependent Care Flexible Spending Account on a prospective basis (however, it may not be less than the amount you have already contributed to the plan or have already been reimbursed, if greater).

For the 2020 and 2021 plan year, you may carryover amounts that are left in your Health or Dependent Care Flexible Spending Accounts.

- This means that amounts you did not use during the 2020 Plan Year can be carried over to the 2021 Plan Year and used for expenses incurred in the 2021 Plan Year. Additionally, amounts you did not use during the 2021 Plan Year can be carried over to the 2022 Plan Year and used for expenses incurred in 2022 Plan Year.

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For 2021, the law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account.

- Your reimbursements may not exceed the lesser of: (a) $10,500 (if you are married filing a joint return or you are head of a household) or $5,250 (if you are married filing separate returns).

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COUNTY OF MONTEREY
SECTION 125 FLEXIBLE BENEFIT PLAN

AMENDED AND RESTATED
PLAN DOCUMENT

As Adopted by
The County of Monterey
Effective January 1, 2020

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COUNTY OF MONTEREY
FLEXIBLE BENEFIT PLAN

INTRODUCTION

The Employer has amended this Plan effective January 1, 2020, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on January 1, 2000. The Plan shall be known as County of Monterey Flexible Benefit Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I
DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit"** or **"Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under the Insurance Contract or self-funded plan for purposes of that plan or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means January 1, 2000.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the

Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

Employees whose employment is governed by the terms of a collective bargaining agreement between Employee representatives (within the meaning of Code Section 7701(a)(46)) and the Employer under which benefits were the subject of good faith bargaining between the parties, unless such agreement expressly provides for such coverage in this Plan, will not be eligible to participate in this Plan.

However, any Employee who is a "part-time" Employee shall not be eligible to participate in this Plan. A "part-time" Employee is any Employee who works, or is expected to work on a regular basis, less than 20 hours a week and is designated as a part-time Employee on the Employer's personnel records.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means County of Monterey and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.

1.14 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.15 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan or, with respect to any self-funded benefits, the Employer.

1.16 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.17 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.18 **"Plan"** means this instrument, including all amendments thereto.

1.19 **"Plan Year"** means the 12-month period beginning January 1 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.20 **"Premium Expenses"** or **"Premiums"** mean the Participant's cost for the insured or self-funded Benefits described in Section 4.1.

1.21 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured or self-funded Benefit is elected, sub-accounts shall be established for each type of insured or self-funded Benefit.

1.22 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.23 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce their Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.24 **"Spouse"** means spouse as determined under Federal law. Under California Law “spouse” can also be a domestic partner.

ARTICLE II
PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder effective the 1st day of the month following the employee's hire date. New hires who elect coverage under this plan, must request coverage within 31 days after their initial date of employment with the Employer. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the first day of the month coinciding with or next following the date on which the employee met the eligibility requirements of Section 2.1.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change their Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which the employee wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

(a) **Separation of employment.** The Participant's separation from employment, subject to the provisions of Section 2.6;

(b) **Change in employment status.** The end of the Plan Year during which the Participant became a limited Participant because of a change in employment status pursuant to Section 2.5;

(c) **Death.** The Participant's death, subject to the provisions of Section 2.7; or

(d) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 CHANGE OF EMPLOYMENT STATUS

If a Participant ceases to be eligible to participate because of a change in employment status or classification (other than through termination of employment), the Participant shall become a limited Participant in this Plan for the remainder of the Plan Year in which such change of employment status occurs. As a limited Participant, no further Salary Redirection may be made on behalf of the Participant, and, except as otherwise provided herein, all further Benefit elections shall cease, subject to the limited Participant's right to continue coverage under any Insurance Contracts. However, any balances in the limited Participant's Dependent Care Flexible Spending Account may be used during such Plan Year to reimburse the limited Participant for any allowable Employment-Related Dependent Care incurred during the Plan Year. Subject to the provisions of Section 2.6, if the limited Participant later becomes an Eligible Employee, then the limited Participant may again become a full Participant in this Plan, provided the employee otherwise satisfies the participation requirements set forth in this Article II as if the employee were a new Employee and made an election in accordance with Section 5.1.

2.6 SEPARATION OF EMPLOYMENT

If a Participant separates from employment for any reason other than death, the employee's participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

(a) **Insurance Benefit.** With regard to Benefits provided under Section 4.1, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract or self-funded benefit for which premiums have already been paid.

(b) **Dependent Care FSA.** With regard to the Dependent Care Assistance Program, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 90 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.

(c) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year up to the date of separation. Thereafter, the health benefits under this Plan including the Health

Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and their Dependents may be entitled to pursuant to Code Section 4980B and Section 11.13 of the Plan.

2.7 DEATH

If a Participant dies, participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

ARTICLE III
CONTRIBUTIONS TO THE PLAN

3.1 EMPLOYER CONTRIBUTION

The Employer shall make available to each Participant an Employer Contribution to be used for any Benefit under the Plan in an amount to be determined by the Employer prior to the beginning of each Plan Year. Each Participant's Employer Contribution shall be converted to Cafeteria Plan Benefit Dollars or "flex credits" and be available to purchase Benefits hereunder. The Employer's Contribution shall be made on a pro rata basis for each pay period of the Participant. If a Participant fails to make any medical enrollment election under this plan, there shall be no Employer Contribution (i.e., the Employer Contribution shall not be available in cash).

3.2 SALARY REDIRECTION

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses elected pursuant to Section 4.1, their Compensation will be reduced in an amount equal to the difference between the cost of Benefits their elected and the amount of Employer Contribution available to the employee. Such reduction shall be the employee's Salary Redirection, which the Employer will use on the employee's behalf, together with the Employer Contribution, to pay for the Benefits elected. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.3 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each benefits deduction payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Assistance Program shall be credited to such fund or account.

3.4 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each benefit deduction payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

ARTICLE IV
BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

(1) Health Flexible Spending Account (FSA)

(2) Dependent Care Assistance Program (DCAP)

In addition, each Participant shall have a sufficient portion of his/her Employer Contributions and Salary Redirections applied to the following Benefits if the Participant elects such Benefits:

(3) Health Insurance Benefit

(4) Dental Insurance Benefit

(5) Vision Insurance Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE ASSISTANCE PROGRAM

Each Participant may elect to participate in the Dependent Care Assistance Program option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Contract for the Participant, and any eligible Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Contract shall be determined therefrom, and such Contract shall be incorporated herein by reference.

4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual, individual plus one dependent or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.6 VISION INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual, individual plus one dependent or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from vision Insurance Contract shall be determined therefrom, and vision Insurance Contract shall be incorporated herein by reference.

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4.7 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Assistance Program Benefits, and once all these Benefits are expended, proportionately among insured or self-funded Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V
PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided they elects to do so within 31 days of their hire date pursuant to Section 2.2.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options the participant wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate their participation in the Plan by notifying the Administrator in writing during the Election Period that they no longer want to participate in the Plan for the next Plan Year;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan, any employee who is a participant and who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have perpetuated their prior Plan Year election except for the Health Flexible Spending Account and the Dependent Care Assistance Program. The Health Flexible Spending Account and Dependent Care Assistance Program require a new election each year during the Enrollment Period for the subsequent Plan Year. An eligible employee, who is not a current participant in the Plan and who fails to submit an election during the Enrollment Period will be deemed to have elected not to participate in the Plan. Any participant who is deemed to have made an election will also be deemed to have agreed to the corresponding Salary Redirection for the subsequent plan year equal to the employee's share of cost.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment, or legal separation.

Any new election shall be effective the first of the month following such a qualifying event subject to timely enrollment within 30 days.. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

(1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment; in addition to corresponding changes in a Domestic Partnership or state law marriage of same gender spouses;

(2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;

(3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Assistance Program, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for group health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program

Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator may permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage. The Administrator, in its sole discretion, will decide, in accordance with prevailing IRS guidance, whether a cost increase is “significant”, and what constitutes “similar coverage” based upon all surrounding facts and circumstances.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Assistance Program only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

(l) **Changes due to reduction in hours or enrollment in an Exchange Plan.** A Participant may prospectively revoke coverage under the group health plan (that is not a health Flexible Spending Account) which provides minimum essential coverage (as defined in Code §5000A(f)(1)) provided the following conditions are met:

Conditions for revocation due to reduction in hours of service:

(1) The Participant has been reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

(2) The revocation of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

The Administrator may rely on the reasonable representation of the Participant who is reasonably expected to have an average of less than 30 hours of service per week for future periods that the Participant and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

Conditions for revocation due to enrollment in a Qualified Health Plan:

(1) The Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and

(2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

The Administrator may rely on the reasonable representation of a Participant who has an enrollment opportunity for a Qualified Health Plan through a Marketplace that the Participant and related individuals have enrolled or intend to enroll in a Qualified Health Plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

An Employee who is eligible to become a Participant but declined to become a Participant during the initial Election Period may become a Participant and submit an Enrollment Flex Form within thirty (30) days of the occurrence of an event described in Section 5.4 above, but only if the election under the new Enrollment Flex Form is made on account of and corresponds with the event (as described above) (e.g., birth of Dependent, change to add such Dependent). A Participant otherwise entitled to make a new election under this Section must do so within 30 days of the event (e.g. Change in Status, significant change in cost or coverage, Medicare or Medicaid eligibility, special enrollment right or judgment, decree, or order). Subject to the provisions of the underlying group health plan and applicable law, elections made to add medical coverage for a newborn or newly adopted Dependent child pursuant to a HIPAA special enrollment right may be retroactive at any time. All other new elections shall be effective no sooner than the first day of the month immediately following the date the Participant timely and properly files their new Enrollment Flex Form with the Administrator. Elections made pursuant to this Section shall be effective for the balance of the Plan Year in which the election is made unless a subsequent event (described above) allows a further election change.

ARTICLE VI
HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to

which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

(1) one of the 5 highest paid officers;

(2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

(3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof, excluding any carryover) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary reductions that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is the statutory amount under Code Section 125(i)(2), as adjusted for increases in the cost of living. The cost of living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(b) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Flexible Spending Account.

Carryover. A Participant in the Health Flexible Spending Account may roll over up to $550 of unused amounts in the Health Flexible Spending Account remaining at the end of one Plan Year to the immediately following Plan Year. These amounts can be used during the following Plan Year for expenses incurred in that Plan Year. Amounts carried over do not affect the maximum amount of salary redirection contributions for the Plan Year to which they are carried over. Unused amounts are those remaining after expenses have been reimbursed during the runout period. These amounts may not be cashed out or converted to any other taxable or nontaxable benefit. Amounts in excess of $550 will be forfeited. The Plan is allowed, but not required, to treat claims as being paid first from the current year amounts, then from the carryover amounts. Future changes to the carryover amounts may be made to comply with Internal Revenue Service guidelines.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this

Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year subject to Section 2.6, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment.

6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

(1) Co-payments for doctor and other medical care;

(2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;

(3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

(1) Repayment of the improper amount by the Participant;

(2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;

(3) Claims substitution or offset of future claims until the amount is repaid; and

(4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VII
DEPENDENT CARE ASSISTANCE PROGRAM

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Assistance Program is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Assistance Program.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Assistance Program"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Assistance Program purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for themselves and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Assistance Program.

7.3 DEPENDENT CARE ASSISTANCE PROGRAM ACCOUNTS

The Administrator shall establish a Dependent Care Assistance Program Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Assistance Program benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Assistance Program shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Assistance Program pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE ASSISTANCE PROGRAM

A Participant's Dependent Care Assistance Program shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Assistance Program, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Assistance Program as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Assistance Program in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or $5,000 ($2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Assistance Program that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Assistance Program that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the

class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Assistance Program by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Assistance Program for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Assistance Program. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE ASSISTANCE PROGRAM CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

(a) The Dependent or Dependents for whom the services were performed;

(b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;

(c) The relationship, if any, of the person performing the services to the Participant;

(d) If the services are being performed by a child of the Participant, the age of the child;

(e) A statement as to where the services were performed;

(f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;

(g) If the services were being performed in a day care center, a statement:

(1) that the day care center complies with all applicable laws and regulations of the state of residence,

(2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and

(3) of the amount of fee paid to the provider.

(h) If the Participant is married, a statement containing the following:

(1) the Spouse's salary or wages if he or she is employed, or

(2) if the Participant's Spouse is not employed, that

(i) he or she is incapacitated, or

(ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

(i) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 90 days after termination of employment.

7.13 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Employment-Related Dependent Care Expenses, subject to the following terms:

(a) **Card only for dependent care expenses.** Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering dependent care benefits and that the Participant will not seek reimbursement from any other plan covering dependent care benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Dependent Care Assistance Program. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Dependent Care Assistance Program.

(c) **Only available for use with certain service providers.** The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.

(d) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(e) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

(1) Repayment of the improper amount by the Participant;

(2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;

(3) Claims substitution or offset of future claims until the amount is repaid; and

(4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VIII
BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure. Any claim for Benefits underwritten by the self-funded plan(s) shall be made to the Employer. If the Employer denies any claim, the Participant or beneficiary shall follow the Employer's claims review procedure.

(b) **Dependent Care Assistance Program or Health Flexible Spending Account claims.** Any claim for Dependent Care Assistance Program or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment. For the Dependent Care Assistance Program, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 90 days after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

(1) specific references to the pertinent Plan provisions on which the denial is based;

(2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and

(3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representativemay:

(1) request a review upon written notice to the Administrator;

(2) review pertinent documents; and

(3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account (excluding any carryover) or Dependent Care Assistance Program as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan (excepting any carryover); nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

ARTICLE IX
ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconciles any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

(a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;

(d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

(e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;

(f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

(g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

(h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X
AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Contract shall be paid in accordance with the terms of the Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Assistance Program, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI
MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.11.

11.2 GENDER, NUMBER AND TENSE

Wherever any words are used herein in one gender, they shall be construed as though they were also used in all genders in all cases where they would so apply; whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply; and whenever any words are used herein in the past or present tense, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon the employee as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.8 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.9 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.10 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of California.

11.11 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.12 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.13 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

11.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.17 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only

to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.18 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.17.

11.19 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act.

11.20 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.21 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.22 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

APPENDIX A

ANNUAL LEAVE/VACATION/PTO BUY BACK PLAN

Effective Date of Resolution: September 1, 2015
Effective Date of Amendment: January 1, 2016

By action of the Monterey County Board of Supervisors, the County of Monterey Section 125 Flexible Benefit Plan (Plan) is hereby amended as of the Effective Date specified above and to:

SECTION 1- ESTABLISHMENT AND PURPOSE

1.1 ESTABLISHMENT ANDPURPOSE

The County of Monterey (County) hereby establishes an Annual Leave/Vacation/PTO Buy Back Plan (Buy Back Plan) for the benefit of its eligible employees and pursuant to the terms and conditions contained in Internal Revenue Code Section 125 cafeteria plan regulations.

1.2 TIMING OF ELECTIONS

Employees who are eligible to participate in this Buy Back Plan must make the election to buy back a fixed amount of Annual Leave/Vacation/PTO during the election period immediately preceding the first day of the Plan Year in which the buy back will occur.

1.3 TIMING OF PAY OUTS

Employees electing to buy back Annual Leave/Vacation/PTO may schedule distributions during the Plan Year subject to rules established by the County.

1.4 TAX TREATMENT

The full amount of Annual Leave/Vacation/PTO buy back will be treated as taxable income to the employee regardless of the amount actually used. Additionally, unused amounts as of the last day of the Plan Year will be forfeited unless cashed out pursuant to Section 1.6 below. Unused amounts cannot be carried over into the next Plan Year.

1.5 IRC SECTION 125 CAFETERIA PLAN ELECTIONS

Cafeteria plan rules require that all elections made under the Buy Back Plan must be between cash and qualified benefits, such as elections under this Annual Leave/Vacation/PTO Buy Back Plan.

1.6 CASH OUT OPTION

IRS rules permit participants to elect a cash out option for unused buy back amounts at Plan Year end, so long as the cash out occurs prior to the last day of the Plan Year. Amounts cashed out will be treated as taxable income.

1.7 DETERMINING VALUE OF BUY BACK AMOUNT

The County will use the employee's then-current wage to determine the value of the buy back as of the date of payment.

1.8 NON-ELECTIVE ANNUAL LEAVE/VACATION/PTO

Since this Buy Back Plan does not allow participants to purchase additional Annual Leave/Vacation/PTO amounts, all buy backs are considered to be made from non-elective Annual Leave/Vacation/PTO.

1.9 ELIGIBILITY

The County's bargaining units specify participant eligibility and the amounts available for buy back, and other cash out rules. There are similar rules for non-bargained employees.

1.10 RECORDKEEPING

The County shall establish and maintain individual participant accounts for Annual Leave/Vacation/PTO buy back elections.

SECTION 2 - PLAN ADMINISTRATION

2.1 Plan Administration

The County shall be the Administrator of the Buy Back Plan. The County may appoint any person, including but not limited to a County employee or employees, or third-party administrator (Appointee) to perform ministerial duties under this Buy Back Plan so

long as the duties are consistent with the County's underlying cafeteria plan document.

2.2 Plan Procedures and Interpretation of Plan Provisions

The County or its Appointee shall establish and maintain Buy Back Plan procedures, which are consistent with the County's underlying cafeteria plan documents.

2.3 Amendment and Termination

The County reserves the right to amend or terminate the Annual Leave/Vacation/PTO Buy Back Plan at any time by providing written notice to all Buy Back Plan participants.

2.4 Non-Assignment

Pursuant to rules established by the County, a participant electing to buy back Annual Leave/Vacation/PTO time shall not be permitted to assign buy back amounts, whether as cash or as Annual Leave/Vacation/PTO to any other employee of the County.

2.5 Constructive Receipt

At no time shall the County operate this Buy Back Plan to result in deferred compensation to any participant.

All other provisions of this Plan remain in effect to the extent they are consistent with this Amendment.

IN WITNESS WHEREOF, this Plan document is hereby executed this_____day of_____.

County of Monterey

By_____
County of Monterey

Introduced: 11/4/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve and authorize the Library Director or designee to accept a grant from the Pacific Library Partnership for $9,000 to expand materials available in the Outdoor Adventure Kits collection at the Monterey County Free Libraries; and
b. Approve and authorize the Library Director or designee to accept non-standard elements of the grant award agreement; and
c. Approve and authorize the Library Director or designee to accept up two to amendments or increases in this grant award that do not substantially change terms and conditions or increase the grant award more than 20% ($1,800) for a total not to exceed $10,800.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Library Director or designee to accept a grant from the Pacific Library Partnership for $9,000 to expand materials available in the Outdoor Adventure Kits collection at the Monterey County Free Libraries; and
b. Approve and authorize the Library Director or designee to accept non-standard elements of the grant award agreement; and
c. Approve and authorize the Library Director or designee to accept up two to amendments or increases in this grant award that do not substantially change terms and conditions or increase the grant award more than 20% ($1,800) for a total not to exceed $10,800.

SUMMARY:

Monterey County Free Libraries has been awarded a grant from the Pacific Library Partnership to add more materials and enhanced development of the Outdoor Adventure Kits, a part of the Library of Things collections.

DISCUSSION:

Monterey County Free Libraries has a variety of kits in the Library of Things collections. These include bundles of books and toys, along with select equipment or specialized items. All Library of Things collections are intended to be borrowed by the public, and provide a variety of formats for a purpose or on a theme, bundled into one kit for easy checkout. Library of Things include Dementia Kits for older adults and caregivers, Mental Heath Kits on a variety of topics, telescopes, companion pets, and items like emergency radios, and page magnifiers. They are available at no charge to Monterey County Free Library cardholders, and Monterey County Free Libraries issues library cards to all residents of California.

In Summer 2025, Monterey County Free Libraries added Outdoor Adventure Kits to the Library of Things. These included equipment for games such as badminton and croquet, a set of binoculars and a guide for bird watching, and kits for hiking or stargazing. These kits are aimed at getting families outdoors and physically active, enjoying the recreational and natural amenities already present in their communities.

The Pacific Library Partnership offers innovation grants to member libraries, and Monterey County Free Libraries applied for this grant to continue expansion of the Outdoor Adventure Kits. The grant will fund both additional kits and replacement materials to sustain the life and usefulness of the kits.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed as to form.

FINANCING:
All direct expenses will be funded by the grant. Other ancillary costs such as time to manage the grant and prepare the items for checkout, are able to be absorbed into the Library Department's operational budget. The Department's operational budget anticipates grant funding throughout the year, so no additional appropriations are necessary.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Ongoing public access to materials that enhance quality of life, and enable members of the public with limited discretionary funds to have full opportunity to enjoy the outdoors and our shared public spaces.

X Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Ava Rivera, Senior Account Clerk, x7559
Approved by: Hillary Theyer, Library Director, x7566

Attachment A:
Application guidelines, award letter and claim form

Introduced: 11/4/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

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X Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Ava Rivera, Senior Account Clerk, x7559
Approved by: Hillary Theyer, Library Director, x7566

Attachment A:
Application guidelines, award letter and claim form

Pacific Library Partnership
FY 2025-26 Innovation and Technology Grant Program

Background
Each fiscal year through a competitive process, the Pacific Library Partnership awards grants to PLP libraries to support innovation, technology and access. Grants are typically awarded in two categories: Innovation and Technology Opportunity Grants, and the Grant Replication Program. The purpose of the grants is to support a new idea, program or vision, which can then be replicated by other libraries.

For FY 2025-26, the grant amounts awarded may vary, with a maximum award of **$9,000**. The total amount of available funds is $90,000.

Guidelines for Award

1. Both PLP academic and public libraries are eligible to apply for the grant.
2. A library may submit more than one application, but awards will be limited to one project per organization per fiscal year.
3. All applications must be reviewed and signed by the submitting organization's Library Director.
4. A panel of reviewers outside of PLP will review all applications and rank them. Awards will be based on these recommendations. The PLP CEO and Executive Committee may work with libraries to modify their applications, and they will make the final award determinations.
5. Only projects that have a timeline of completion within the fiscal year applied will be considered.
6. All funds awarded must be expended by June 30 of the fiscal year awarded. Should the library experience an unforeseen circumstance which may require additional time, they may contact PLP administration to discuss an extension.
7. Any unspent funds at the completion of the project must be returned to PLP.
8. Successful awardees will be asked to complete a final report at the conclusion of the grant cycle and must be willing to share their experience with other PLP libraries at appropriate meetings and conferences.

Funding Limits
Each grant application may not exceed $9,000.

Allowable Costs
Funds awarded may be used for goods or services related to the project or for staff time. No more than 25% of the total amount awarded may be used for staffing costs. Indirect costs are not allowed.

Category A: PLP Innovation and Technology Opportunity Grant Program
Funds will be available to implement an idea, program or vision that provides a new service model or brings a fresh idea or interpretation to an existing model of library service. Reviewers will be asked to evaluate applications based on these criteria:

1. Service that introduces a new idea, program or vision that is not currently used in PLP or surrounding libraries
2. Service that may benefit other PLP members
3. Service that may benefit other California libraries

Category B: PLP Grant Replication Program
There have been a significant number of very successful grants that can easily be replicated in another jurisdiction. All the previously funded grants are posted on the PLP website at plpinfo.org and applicants are encouraged to review the past successful awardees. To view the previous grants, click here: http://plpinfo.org/innovation-grants/

Reviewers will be asked to evaluate applications based on these criteria:

1. Clear articulation of how the grant will be replicated.
2. Rationale for any changes or enhancements to the original grant application. It is expected that the grant funding request will not exceed the amount of the original grant. If it does exceed the original amount, a compelling case should be made for the increase in funding.
3. Demonstrated understanding of the concept, success and "lessons learned" from the original grant and documentation of any follow-up with the original awardee.

Review Panel
The PLP CEO will recruit a three-person panel from outside of PLP to review funding applications and provide feedback on the proposals.

Timeline
Grant applications are due on Monday, September 22, 2025 by 5:00 p.m. Grant materials should be submitted to proposals@plpinfo.org

Note: Successful awardees will be asked to complete an evaluation/survey process at the conclusion of the grant cycle and must be willing to share their experience with other PLP libraries at appropriate meetings and conferences.

October 27, 2025

Dear Alison Day,

Congratulations! Your FY 2025-26 PLP Grant for Monterey County Free Libraries, *Outdoor Adventure Kits*, has been funded in the requested amount of $9,000.

We have attached the reimbursement claim form that you can submit at any time to claim reimbursement, along with the grant reporting form you are required to submit at the conclusion of your project along with any other documentation.

We look forward to hearing about the successful implementation of your grant in your library so that other PLP member libraries may benefit from your experience. You are to be congratulated on your good work!

Sincerely,
Justin Wasterlain



Assistant Director
Pacific Library Partnership
wasterlain@plpinfo.org
650-349-5538

Pacific Library Partnership
2025/26 Innovation and Technology Grant Program

My Library, Monterey County Free Libraries has applied for and is pleased to accept a PLP 2025/26 Innovation and Technology Grant. I am requesting reimbursement in the amount awarded of $9,000.

By requesting reimbursement, my Library agrees to comply with the terms of the grant by providing a written report of at least one page and any other supporting documentation such as photos, videos, samples of materials at the conclusion of the project, and returning any unexpended funds by end of FY 2025/26.

Signature: _____ Title: Library Director

Name: Hillary Theyer Date: _____

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Approved by Carol Frost, CEO, Pacific Library Partnership

Signature: _____ Date_____

Please email completed form to:
PLPClaims@plpinfo.org

County of Monterey

Board Report

Legistar File Number: 25-815

Item No.35

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 11/4/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Authorize the advancement of Jose Ramirez to Step 5 of the Chief Probation Officer salary range, in accordance with Personnel Policies and Practices Resolution No. 98-394, Section A.1.11.5, effective November 29, 2025.

RECOMMENDATION:
It is recommended that the Board of Supervisors authorize the advancement of Jose Ramirez to Step 5 of the Chief Probation Officer salary range, in accordance with Personnel Policies and Practices Resolution No. 98-394, Section A.1.11.5, effective November 29, 2025.

SUMMARY/DISCUSSION:
Jose Ramirez was appointed Chief Probation Officer by the Superior Court of California, County of Monterey, effective November 2024, following his 28 years of public service. Before his appointment, he served as the Assistant Probation Officer for 4 years. Since assuming the role, he has implemented a range of operational and system enhancements that have streamlined departmental processes and strengthened communication and collaboration with justice partners, local jurisdictions, the County's departments, and other partnering agencies. Chief Ramirez's demonstrated skills, expertise, and well-established leadership have and will continue to provide significant contributions to the County's Probation Office and the population it serves.

The advancement of Chief Ramirez to Step 5 would offer an appropriate salary increase commensurate with the responsibilities of the position and recognize his ongoing contributions. The County Administrative Officer requests approval of the recommended action in accordance with Personnel Policies and Practices Resolution (PPPR) No. 98-394, Section A.1.11.5, which states:

> "*In any case where, by reason of unusual circumstances, rigid adherence to the principles related to salary adjustment set forth above would otherwise cause a manifest injustice, the Board of Supervisors may, upon written request of the County Administrative Officer, authorize the advancement of an employee to such step in the employee's salary range as the Board of Supervisors determines to be just and proper*."

OTHER AGENCY INVOLVEMENT:
The Human Resources Department and Office of the County Counsel have reviewed and concur with the recommended actions.

FINANCING:
The FY 2025-26 Adopted Budget includes funding for the Chief of Probation position at a Step 3. The recommended step advancement will result in an increased cost of $21,865 during the fiscal year. The department will manage any impacts within its operational budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

X Administrative

Prepared by: Karina Bokanovich, Management Analyst

Approved by: Andreas Pyper, Director of Human Resources
Sonia M. De La Rosa, County Administrative Officer

County of Monterey

Board Report

Legistar File Number: 25-815

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 11/4/2025 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** General Agenda Item

Authorize the advancement of Jose Ramirez to Step 5 of the Chief Probation Officer salary range, in accordance with Personnel Policies and Practices Resolution No. 98-394, Section A.1.11.5, effective November 29, 2025.

RECOMMENDATION:
It is recommended that the Board of Supervisors authorize the advancement of Jose Ramirez to Step 5 of the Chief Probation Officer salary range, in accordance with Personnel Policies and Practices Resolution No. 98-394, Section A.1.11.5, effective November 29, 2025.

SUMMARY/DISCUSSION:
Jose Ramirez was appointed Chief Probation Officer by the Superior Court of California, County of Monterey, effective November 2024, following his 28 years of public service. Before his appointment, he served as the Assistant Probation Officer for 4 years. Since assuming the role, he has implemented a range of operational and system enhancements that have streamlined departmental processes and strengthened communication and collaboration with justice partners, local jurisdictions, the County's departments, and other partnering agencies. Chief Ramirez's demonstrated skills, expertise, and well-established leadership have and will continue to provide significant contributions to the County's Probation Office and the population it serves.

The advancement of Chief Ramirez to Step 5 would offer an appropriate salary increase commensurate with the responsibilities of the position and recognize his ongoing contributions. The County Administrative Officer requests approval of the recommended action in accordance with Personnel Policies and Practices Resolution (PPPR) No. 98-394, Section A.1.11.5, which states:

> "*In any case where, by reason of unusual circumstances, rigid adherence to the principles related to salary adjustment set forth above would otherwise cause a manifest injustice, the Board of Supervisors may, upon written request of the County Administrative Officer, authorize the advancement of an employee to such step in the employee's salary range as the Board of Supervisors determines to be just and proper*."

OTHER AGENCY INVOLVEMENT:
The Human Resources Department and Office of the County Counsel have reviewed and concur with the recommended actions.

FINANCING:
The FY 2025-26 Adopted Budget includes funding for the Chief of Probation position at a Step 3. The recommended step advancement will result in an increased cost of $21,865 during the fiscal year. The department will manage any impacts within its operational budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

X Administrative

Prepared by: Karina Bokanovich, Management Analyst

Approved by: Andreas Pyper, Director of Human Resources
Sonia M. De La Rosa, County Administrative Officer

Introduced: 11/5/2025

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Emergency Communications Department to sign an agreement with Backing Fire, LLC in an amount not to exceed $8,150 for the term of November 18, 2025 through June 30, 2031, to provide hardware and software for a Computer Aided Dispatch backup and recovery server;
b. Authorize the Director of the Emergency Communications Department to agree to a nonstandard End User License Agreement with the 3rd party Backup and Replication software provider that is necessary for the use of the Software as approved by County Counsel for the provision of services under this Agreement; and
c. Authorize the Director of the Emergency Communications Department to sign up to three (3) amendments to this Agreement where the amendments do not significantly change the scope of work and do not add more than 10% ($815) of the original agreement amount for a maximum aggregate agreement total of $8,965.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Approve and authorize the Director of the Emergency Communications Department to sign an agreement with Backing Fire, LLC in an amount not to exceed $8,150, for the term of November 18, 2025 through June 30, 2031, to provide hardware and software for a Computer Aided Dispatch backup and recovery server;
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SUMMARY/DISCUSSION:
The Monterey County Emergency Communications Department is a consolidated Public Safety Answering Point for 9-1-1 emergency and non-emergency calls as well as a radio dispatch facility serving 28 law enforcement, fire protection, and emergency medical response agencies throughout

Monterey County.

The Department uses a Computer Aided Dispatch (CAD) System to track and manage incidents and handle emergency dispatch. This agreement will provide server hardware and software to backup the data from the CAD. This backup allows the Department to restore the CAD data in the event of a catastrophic failure where all data was lost or unrecoverable. Through this agreement Backing Fire will also assist with the software installation and configuration as well as provide ongoing support.

OTHER AGENCY INVOLVEMENT:
County Counsel has approved this Agreement as to form and has reviewed the nonstandard End User License Agreement. The Auditor-Controller and Contracts/Purchasing have reviewed and approved this agreement.

FINANCING:
Sufficient revenue and appropriations are included in the FY2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This action meets the Board's Public Safety Strategic Initiatives and demonstrates the County's commitment to meeting the Board's strategic initiative of Public Safety that supports the mission of Monterey County.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
__Health & Human Services
__Infrastructure
_x_Public Safety

Prepared by: John Vaught, Finance Manager II, x8883

Approved by: Lee Ann Magoski, Director of Emergency Communications, x8880

Attachments:
Agreement
Board Report

Introduced: 11/5/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of the Emergency Communications Department to sign an agreement with Backing Fire, LLC in an amount not to exceed $8,150, for the term of November 18, 2025 through June 30, 2031, to provide hardware and software for a Computer Aided Dispatch backup and recovery server;
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__Economic Development
__Administration
__Health & Human Services
__Infrastructure
_x_Public Safety

Prepared by: John Vaught, Finance Manager II, x8883

Approved by: Lee Ann Magoski, Director of Emergency Communications, x8880

Attachments:
Agreement
Board Report

Docusign Envelope ID: F50DB878-DC36-4418-A89B-3D023F792D0A

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Backing Fire, LLC.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: 5 year Backup and ReplicationSoftware License and Server hardware.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 8,150.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from November 18, 2025 to June 30, 2031, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: none

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Lee Ann Magoski - Director of Emergency Communicaitons	Kevin Biegert, CEO
Name and Title	Name and Title
1322 Natividad Road Salinas CA 93906	19080 W. 92nd Dr. Arvada, CO 80007
Address	Address
831-769-8880	303-827-1101
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Docusign Envelope ID: F50DB878-DC36-4418-A89B-3D023F792D0A

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

Docusign Envelope ID: F50DB878-DC36-4418-A89B-3D023F792D0A

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by: Samuel Biderwell
31B2028C241644B...
County Counsel

Date: 11/5/2025 | 8:17 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz
E79EF64E57454F6...
Auditor/Controller

Date: 11/5/2025 | 10:07 AM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Backing Fire, LLC.
Contractor/Business Name *

By: DocuSigned by: Kevin Biegert
8877E8CBF4B1451...
(Signature of Chair, President, or Vice-President)

Kevin Biegert — Chief Executive Officer
Name and Title

Date: 10/31/2025 | 12:01 PM PDT

By: DocuSigned by: Ethan Honaman
4E37BF691DDE4AD...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Ethan Honaman — COO
Name and Title

Date: 10/31/2025 | 2:55 PM EDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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Docusign Envelope ID: F50DB878-DC36-4418-A89B-3D023F792D0A

EXHIBIT A - Scope of Services / Payment Provisions

To Agreement by and between Monterey County Emergency Communications Department, hereinafter referred to as "County" AND BackingFire LLC, hereinafter referred to as "CONTRACTOR"

1. Term of Agreement – December 1, 2025 through June 30, 2031

2. Maximum Funding: $8,150.00.

3. Contact Information:

County:
Lee Ann Magoski – Director of Emergency Communications Department
MagoskiL@countyofmonterey.gov
831-769-8880
1322 Natividad Road, Salinas CA 93906

CONTRACTOR:
Kevin Biegert – CEO
kevin.biegert@backingfire.com
303-827-1101
19080 W. 92nd Drive Arvada CO 80007

4. Scope of Work

A. All services being performed by CONTRACTOR under this agreement will be performed from CONTRACTOR's principal offices located at 19080 W 92nd Dr, Arvada CO 80007. There shall be no travel costs paid by County.

B. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

   a. Provide five (5) year license for a Backup and Replication Software License. License term shall begin when County activates the license and shall continue for five (5) years after the County activates it and after this five (5) year term expires CONTRACTOR shall have no further obligation to provide the license.
   b. Installation, training, and ongoing support of the Backup and Replication Software on County's computer aided dispatch backup server.
   c. Provide 40TB server hardware for Backup and Replication software.
   d. Ship hardware to 1322 Natividad Road Salinas, CA.

Docusign Envelope ID: F50DB878-DC36-4418-A89B-3D023F792D0A

5. County Responsibilities

A. Provide all necessary hardware appliances.
B. Provide support to CONTRACTOR for software installation.
C. Install server hardware in County server room.
D. County shall agree to the 3rd Party Backup and Replication Software End User License Agreement (EULA).

6. Payment Provisions

A. County shall pay an amount not to exceed **eight thousand one hundred fifty dollars and zero cents ($8,150.00)** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. There shall be no travel reimbursement allowed during this Agreement and all shipping/handling costs are included in this price.

Item	**Price**	**Invoice Timing**
Backup & Replication— 5 Year Software Licensing	$2,913.12 – inclusive of all tax.	CONTRACTOR shall invoice County in Full when County activates the license by agreeing to the EULA.
Provide 40TB server hardware	$5,236.88 – inclusive of all shipping and tax.	CONTRACTOR shall invoice County in full when hardware is received by County.
Sum Total Payable by County	**$8,150.00**	

B. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

C. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

D. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

E. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

County of Monterey

Board Report

Legistar File Number: RES 25-163

Item No.37

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 11/5/2025

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend the FY 2025-26 Emergency Communications Department Adopted Budget (Fund 028, Department 1520, Unit 8507) to approve the reallocation and reclassification of one (1) Administrative Services Assistant to one (1) Management Analyst I as indicated in Attachment A, effective November 15, 2025; and
b. Direct the County Administrative Office and the Auditor- Controller to incorporate the approved position changes in the FY 2025-26 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

RECOMMENDATION:
It is recommended that the Board of Supervisors consider adopting a Resolution to:
a. Amend the FY 2025-26 Emergency Communications Department Adopted Budget (Fund 028, Department 1520, Unit 8507) to approve the reallocation and reclassification of one (1) Administrative Services Assistant to one (1) Management Analyst I as indicated in attachment A, effective November 15, 2025; and
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2025-26 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

SUMMARY:
The Human Resources Department completed a classification study of one (1) Administrative Services Assistant incumbent in the Emergency Communications Department. The study found the incumbent was performing duties more aligned with a Management Analyst I classification. The Human Resources Department recommends the Board of Supervisors amend the FY 2025-26 Emergency Communications Department Adopted Budget to approve the reallocation and reclassification of one (1) Administrative Services Assistant to one (1) Management Analyst I.

DISCUSSION:
The Emergency Communication Department requested a classification study of one (1) Administrative Services Assistant. The objective of the study was to determine if the incumbent was appropriately classified, and if not, to recommend a classification that accurately reflects the duties and responsibilities currently assigned to the incumbent.

The Human Resources Department conducted a classification study of one (1) Administrative Services Assistant incumbent. The classification study found that the Administrative Services Assistant classification does not accurately reflect the duties and responsibilities that the incumbent is performing. Given the scope of work, complexity, and consequence of error, it was determined that the appropriate classification that accurately reflects the duties performed is the Management Analyst I classification.

Therefore, the Human Resources Department recommends that the Board of Supervisors reallocate the position from Administrative Services Assistant to Management Analyst I and reclassify the incumbent from Administrative Services Assistant to Management Analyst I.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Board of Supervisors Budget Committee and the Emergency Communications Department concur with the recommendations. In addition, County Employees Management Association (CEMA) has been provided notice of these recommendations.

FINANCING:
The salary and benefits increase for Emergency Communications Budget Unit 8507 - Fund 028 - Appropriation Unit EME004 for the remainder of FY 2025-26 is approximately $1,350 (or $2,200 annually) and is anticipated to be absorbed within the department's existing appropriations.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions demonstrate the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

__ Well-Being and Quality of Life
__ Sustainable Infrastructure for the Present and Future
__ Safe and Resilient Communities
__ Diverse and Thriving Economy
✓ Dynamic Organization and Employer of Choice

Prepared by: Caroline McMillin, Human Resources Analyst II, ext. #5287
Approved by: Andreas Pyper, Director of Human Resources, ext. #5043

Attachments:
Attachment A
Resolution

Introduced: 11/5/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:

a. Amend the FY 2025-26 Emergency Communications Department Adopted Budget (Fund 028, Department 1520, Unit 8507) to approve the reallocation and reclassification of one (1) Administrative Services Assistant to one (1) Management Analyst I as indicated in Attachment A, effective November 15, 2025; and
b. Direct the County Administrative Office and the Auditor- Controller to incorporate the approved position changes in the FY 2025-26 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

RECOMMENDATION:

It is recommended that the Board of Supervisors consider adopting a Resolution to:

a. Amend the FY 2025-26 Emergency Communications Department Adopted Budget (Fund 028, Department 1520, Unit 8507) to approve the reallocation and reclassification of one (1) Administrative Services Assistant to one (1) Management Analyst I as indicated in attachment A, effective November 15, 2025; and
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2025-26 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

SUMMARY:

The Human Resources Department completed a classification study of one (1) Administrative Services Assistant incumbent in the Emergency Communications Department. The study found the incumbent was performing duties more aligned with a Management Analyst I classification. The Human Resources Department recommends the Board of Supervisors amend the FY 2025-26 Emergency Communications Department Adopted Budget to approve the reallocation and reclassification of one (1) Administrative Services Assistant to one (1) Management Analyst I.

DISCUSSION:

The Emergency Communication Department requested a classification study of one (1) Administrative Services Assistant. The objective of the study was to determine if the incumbent was appropriately classified, and if not, to recommend a classification that accurately reflects the duties and responsibilities currently assigned to the incumbent.

The Human Resources Department conducted a classification study of one (1) Administrative Services

Assistant incumbent. The classification study found that the Administrative Services Assistant classification does not accurately reflect the duties and responsibilities that the incumbent is performing. Given the scope of work, complexity, and consequence of error, it was determined that the appropriate classification that accurately reflects the duties performed is the Management Analyst I classification.

Therefore, the Human Resources Department recommends that the Board of Supervisors reallocate the position from Administrative Services Assistant to Management Analyst I and reclassify the incumbent from Administrative Services Assistant to Management Analyst I.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Board of Supervisors Budget Committee and the Emergency Communications Department concur with the recommendations. In addition, County Employees Management Association (CEMA) has been provided notice of these recommendations.

FINANCING:
The salary and benefits increase for Emergency Communications Budget Unit 8507 - Fund 028 - Appropriation Unit EME004 for the remainder of FY 2025-26 is approximately $1,350 (or $2,200 annually) and is anticipated to be absorbed within the department's existing appropriations.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions demonstrate the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

__ Well-Being and Quality of Life
__ Sustainable Infrastructure for the Present and Future
__ Safe and Resilient Communities
__ Diverse and Thriving Economy
✓ Dynamic Organization and Employer of Choice

Prepared by: Caroline McMillin, Human Resources Analyst II, ext. #5287
Approved by: Andreas Pyper, Director of Human Resources, ext. #5043

Attachments:
Attachment A
Resolution

ATTACHMENT A

Reallocate Position and Reclassify Incumbent from Administrative Services Assistant to Management Analyst I
Emergency Communications
Budget Unit 8507-Fund 028-Appropriation Unit EME004

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	14C70	Administrative Services Assistant	0001	(1.0)	0.0
To	14G02	Management Analyst I	0001	1.0	1.0

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No.: HRM Control No. 25-016)
Adopt a Resolution to:)
a. Amend the FY 2025-26 Emergency Communications Department Adopted Budget (Fund 028, Department 1520, Unit 8507) to reallocate and reclassify one (1) 1.0 FTE Administrative Services Assistant to one (1) Management Analyst I as indicated in Attachment A, effective November 15, 2025;)
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2025-26 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.)

WHEREAS, the Human Resources Department conducted a classification study of an incumbent in the Administrative Services Assistant classification in the Emergency Communications Department; and

WHEREAS, the study found that the Administrative Services Assistant classification does not accurately reflect the duties and responsibilities that the incumbent is performing and that the appropriate classification is the Management Analyst I classification; and

WHEREAS, it is recommended that one (1) Administrative Services Assistant position be reallocated to a Management Analyst I position and the incumbent be reclassified from an Administrative Services Assistant to a Management Analyst I;

WHEREAS, to implement the recommendation, the action requires the FY 2025-26 Adopted Budget to be amended;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey as follows:

1. The Emergency Communication Department Budget Unit 1520-8507-Fund 028 is amended to reallocate and approve the reclassification of one (1) Administrative Services Assistant to one (1) Management Analyst I as indicated below:

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	14C70	Administrative Services Assistant	0001	(1.0)	0.0
To	14G02	Management Analyst I	0001	1.0	1.0

2. The County Administrative Office and the Auditor-Controller are directed to incorporate the approved position changes in the FY 2025-26 Adopted Budget and the Human Resources Department is directed to implement the changes in the Advantage Human Resources Management (HRM) System.

PASSED AND ADOPTED on this _____day of _____, 2025, by the following vote, to-wit:

AYES:
NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
, Deputy

Introduced: 11/6/2025 **Current Status:** Scheduled AM

Version: 1 **Matter Type:** BoS Resolution

a. Approve and authorize the County Administrative Officer, or designee, to sign and submit a grant application to the California Department of Housing and Community Development Encampment Resolution Funding Program Round 5, to resolve encampments located on public, unincorporated, and private lands in Salinas, California, also known as the Davis Street Corridor encampments;
b. Approve and authorize the CAO, or designee, to execute the state funding agreement with the California Department of Housing and Community Development for the Encampment Resolution Funding Project Round 5;
c. Approve and authorize the County Administrative Officer or designee to sign all future Encampment Resolution Funding Round 5 amendments on behalf of the County for continued funding from the California Department of Housing and Community Development;
d. Approve and authorize the County Administrative Officer, or designee, to execute a Memorandum of Understanding (MOU) for a Four Year Term with the City of Salinas and the Coalition of Homeless Services Providers to collaborate on the County-led ERF-5-R application and to establish the roles and responsibilities for the implementation of a Housing First, 23-unit low-barrier navigation center program to provide temporary living facilities to individuals experiencing homelessness; and
e. Approve and authorize the County Administrative Officer or designee, to sign up to three (3) future amendments to this MOU where amendments do not significantly alter the purposes and goals of the MOU subject to review as to form by the Office of the County Counsel.

RECOMMENDATION:

a. Approve and authorize the County Administrative Officer, or designee, to sign and submit a grant application to the California Department of Housing and Community Development Encampment Resolution Funding Program Round 5, to resolve encampments located on public, unincorporated, and private lands in Salinas, California, also known as the Davis Street Corridor encampments;
b. Approve and authorize the CAO, or designee, to execute the state funding agreement with the California Department of Housing and Community Development for the Encampment Resolution Funding Project Round 5;
c. Approve and authorize the County Administrative Officer or designee to sign all future Encampment Resolution Funding Round 5 amendments on behalf of the County for continued funding from the California Department of Housing and Community Development;
d. Approve and authorize the County Administrative Officer, or designee, to execute a Memorandum of Understanding (MOU) for a Four Year Term with the City of Salinas and the Coalition of Homeless Services Providers to collaborate on the County-led ERF-5-R application and to establish the roles and responsibilities for the implementation of a Housing First, 23-unit low-barrier navigation center program to provide temporary living facilities to individuals experiencing homelessness; and
e. Approve and authorize the County Administrative Officer or designee, to sign up to three (3) future

amendments to this MOU where amendments do not significantly alter the purposes and goals of the MOU subject to review as to form by the Office of the County Counsel.

SUMMARY/DISCUSSION:
The County Administrative Office - Homelessness Strategies and Initiatives Division (County) respectfully recommends the Board of Supervisors to approve the submission of the California Housing and Community Development Department's (HCD) **Encampment Resolution Funding Program Round Five** (ERF-5-R) grant application; and, to approve a Memorandum of Understanding (MOU) between the County, the City of Salinas, and the Coalition of Homeless Services Providers (CHSP) to establish the County-led partnership, mutual understanding, and collaboration between all parties for the ERF-5-R grant application to address and resolve unsheltered homelessness for an estimated 80 individuals residing in encampments located on public, private, and unincorporated property in Salinas, off Post Drive, N. Davis Road, Boranda Road, and Laurel Drive (Davis Street Corridor) for a four (4) year term from the date (Effective Date) this MOU is fully signed by all parties and shall terminate four (4) years from the Effective Date.

In July 2025, HCD formerly announced its intent to release a Notice of Funding Availability (NOFA) before December 31, 2025, for an estimated $100 million under the **ERF-5-R program**, included in the State of California's Fiscal Year (FY) 2025-26 adopted budget.

The Encampment Resolution Funding Grant Program (ERF), originally established by the California Interagency Council on Homelessness in 2022, is a state-sponsored grant program administered by HCD. Its goal is to strengthen collaboration between state and local jurisdictions and Continuums of Care (CoCs) to address and ensure the health and safety of individuals experiencing unsheltered homelessness in encampments. ERF provides resources and funding to help local jurisdictions resolve encampments, transition people into safe and stable housing, and support a coordinated, data-driven, person-centered approach to long-term homelessness resolution.

This MOU establishes the collaborative framework and partnership between the County, the City of **Salinas** (City) and CHSP **for the County-led ERF-5-R grant application submission, and the roles and responsibilities for the implementation of the ERF-5-R project.**

If awarded, the ERF-5-R grant will fund street outreach, the development of a 23-unit, congregate, low barrier navigation center (LBNC) through the motel conversion of the City-owned El Rey Motel, and up to two (2) years of operations and services funding, including property site management. Upon completion, the LBNC will provide interim shelter with access to services to resolve the experience of unsheltered homelessness for the estimated 80 individuals residing in the Davis Street Corridor encampments.

Resolving these experiences of homelessness will address the safety and wellness of people within these encampments, to resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches as is required for the ERF program.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel-Risk Management have approved this Board Report and Memorandum of Understanding (MOU) to form, insurance, and indemnification. This MOU is between the County of Monterey, the Coalition of Homeless Services Providers, as the Continuum of Care lead agency, and the City of Salinas. On October 20, 2025, the Director of the Homelessness Strategies and Initiatives Division presented this ERF project proposal to the Health, Housing, Homelessness & Human Services Committee (4H Committee), during which the 4H Committee expressed full support for the submission of the ERF Round 5 application.

FINANCING:
This action does not impact the General Fund. The total project expenses funded by ERF-5-R have not yet been determined. Once the amount is determined upon submission of the grant application, the County could earn a 5% administrative fee of that total. This proposed project includes development of temporary shelter, a path to permanent housing, and outreach. The total proposal amount will be determined based upon motel conversion costs, availability of leveraged resources near the encampment, and overall project design. The County will administer the grant but will hold no responsibility for the sustainability of the project after the grant term expires. The City agrees to assume responsibility for expenses incurred after the grant is fully expended for their respective project proposal. All partners will work with a Managed Care Provider to identify additional funding resources for the project.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This initiative supports the County of Monterey's 2025-2026 Strategic Goals and Key Objectives through the sustainability of interim sheltering and services programs for the purpose of transitioning eligible residents into permanent housing.

Mark a check to the related Board of Supervisors Strategic Plan Goals

_X_ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for Present and Future
____ Safe Resilient Communities
____ Diverse and Thriving Economy

Mark a check to the related Board of Supervisors Strategic Initiatives
___ Economic Development
___ Administration
X_ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by: Sarah Federico, County Homeless Services MAII, ext 5341
Roxanne Wilson, County Homeless Services Director, ext 5445
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, ext 5309

Attachments:

Board Report
MOU
Draft Resolution

Introduced: 11/6/2025 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Resolution

a. Approve and authorize the County Administrative Officer, or designee, to sign and submit a grant application to the California Department of Housing and Community Development Encampment Resolution Funding Program Round 5, to resolve encampments located on public, unincorporated, and private lands in Salinas, California, also known as the Davis Street Corridor encampments;
b. Approve and authorize the CAO, or designee, to execute the state funding agreement with the California Department of Housing and Community Development for the Encampment Resolution Funding Project Round 5;
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RECOMMENDATION:

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e. Approve and authorize the County Administrative Officer or designee, to sign up to three (3) future

amendments to this MOU where amendments do not significantly alter the purposes and goals of the MOU subject to review as to form by the Office of the County Counsel.

SUMMARY/DISCUSSION:
The County Administrative Office - Homelessness Strategies and Initiatives Division (County) respectfully recommends the Board of Supervisors to approve the submission of the California Housing and Community Development Department's (HCD) **Encampment Resolution Funding Program Round Five** (ERF-5-R) grant application; and, to approve a Memorandum of Understanding (MOU) between the County, the City of Salinas, and the Coalition of Homeless Services Providers (CHSP) to establish the County-led partnership, mutual understanding, and collaboration between all parties for the ERF-5-R grant application to address and resolve unsheltered homelessness for an estimated 80 individuals residing in encampments located on public, private, and unincorporated property in Salinas, off Post Drive, N. Davis Road, Boranda Road, and Laurel Drive (Davis Street Corridor) for a four (4) year term from the date (Effective Date) this MOU is fully signed by all parties and shall terminate four (4) years from the Effective Date.

In July 2025, HCD formerly announced its intent to release a Notice of Funding Availability (NOFA) before December 31, 2025, for an estimated $100 million under the **ERF-5-R program**, included in the State of California's Fiscal Year (FY) 2025-26 adopted budget.

The Encampment Resolution Funding Grant Program (ERF), originally established by the California Interagency Council on Homelessness in 2022, is a state-sponsored grant program administered by HCD. Its goal is to strengthen collaboration between state and local jurisdictions and Continuums of Care (CoCs) to address and ensure the health and safety of individuals experiencing unsheltered homelessness in encampments. ERF provides resources and funding to help local jurisdictions resolve encampments, transition people into safe and stable housing, and support a coordinated, data-driven, person-centered approach to long-term homelessness resolution.

This MOU establishes the collaborative framework and partnership between the County, the City of **Salinas** (City) and CHSP **for the County-led ERF-5-R grant application submission, and the roles and responsibilities for the implementation of the ERF-5-R project.**

If awarded, the ERF-5-R grant will fund street outreach, the development of a 23-unit, congregate, low barrier navigation center (LBNC) through the motel conversion of the City-owned El Rey Motel, and up to two (2) years of operations and services funding, including property site management. Upon completion, the LBNC will provide interim shelter with access to services to resolve the experience of unsheltered homelessness for the estimated 80 individuals residing in the Davis Street Corridor encampments.

Resolving these experiences of homelessness will address the safety and wellness of people within these encampments, to resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches as is required for the ERF program.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel-Risk Management have approved this Board Report and Memorandum of Understanding (MOU) to form, insurance, and indemnification. This MOU is between the County of Monterey, the Coalition of Homeless Services Providers, as the Continuum of Care lead agency, and the City of Salinas. On October 20, 2025, the Director of the Homelessness Strategies and Initiatives Division presented this ERF project proposal to the Health, Housing, Homelessness & Human Services Committee (4H Committee), during which the 4H Committee expressed full support for the submission of the ERF Round 5 application.

FINANCING:
This action does not impact the General Fund. The total project expenses funded by ERF-5-R have not yet been determined. Once the amount is determined upon submission of the grant application, the County could earn a 5% administrative fee of that total. This proposed project includes development of temporary shelter, a path to permanent housing, and outreach. The total proposal amount will be determined based upon motel conversion costs, availability of leveraged resources near the encampment, and overall project design. The County will administer the grant but will hold no responsibility for the sustainability of the project after the grant term expires. The City agrees to assume responsibility for expenses incurred after the grant is fully expended for their respective project proposal. All partners will work with a Managed Care Provider to identify additional funding resources for the project.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This initiative supports the County of Monterey's 2025-2026 Strategic Goals and Key Objectives through the sustainability of interim sheltering and services programs for the purpose of transitioning eligible residents into permanent housing.

Mark a check to the related Board of Supervisors Strategic Plan Goals

_X_ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for Present and Future
____ Safe Resilient Communities
____ Diverse and Thriving Economy

Mark a check to the related Board of Supervisors Strategic Initiatives
___ Economic Development
___ Administration
X__ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by: Sarah Federico, County Homeless Services MAII, ext 5341
Roxanne Wilson, County Homeless Services Director, ext 5445
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, ext 5309

Attachments:

Board Report
MOU
Draft Resolution

Docusign Envelope ID: D71B2017-843E-4E47-8F32-6073D6A1D9CD

MEMORANDUM OF UNDERSTANDING

Between

County of Monterey,
On Behalf of the COUNTY ADMINISTRATIVE OFFICE
HOMELESSNESS STRATEGIES AND INITIATIVES DIVISION

and

CITY OF SALINAS

and

THE COALITION OF HOMELESS SERVICES PROVIDERS

for

THE COLLABORATIVE SUBMISSION OF AN ENCAMPMENT RESOLUTION FUNDING (ROUND 5) GRANT APPLICATION

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MEMORANDUM OF UNDERSTANDING

DECLARATION

This Memorandum of Understanding (MOU) is entered into as of the last date opposite the respective signatures (the "Effective Date"), by and among the City of Salinas (CITY), a California charter city and municipal corporation, the County of Monterey, a political subdivision of the State of California (COUNTY), and The Coalition of Homeless Services Providers (CHSP), a public non-profit 501(c)(3) corporation, collectively referred to as "Parties," for the purpose of collaborating on the Encampment Resolution Funding (ERF-5-R) application and development and implementation of a Low Barrier Navigation Center at the former El Rey Motel, located at 443 W. Market Street, Salinas (SITE).

RECITALS

A. WHEREAS, under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (HSC) sections 50250 et seq., the Encampment Resolution Funding (ERF) Grant Program was established to increase collaboration between the State of California (State), local jurisdictions, and Continuums of Care (CoC) for the following purposes:

   i. Assist local jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.
   ii. Provide grants to local jurisdictions and Continuums of Care to resolve critical encampment concerns and transition individuals into safe and stable housing.
   iii. Encourage a data-informed, coordinated approach to address encampment concerns.

B. WHEREAS, the State has offered four (4) separate rounds of funding since the inception of the ERF program in 2021 and is anticipated to release a Request for Applications for round five (5) in Fiscal Year 2025-2026.

C. WHEREAS, an estimated 80 individuals experiencing unsheltered homeless occupy multiple structures located on public and private lands situated off Post Drive, N. Davis Road, Boronda Road, and Laurel Drive, hereinafter collectively referred to as the "Davis Street Corridor" within the jurisdictional boundaries of the CITY, COUNTY, and the California Department of Transportation.

D. WHEREAS, in November 2024, the Parties began discussions on submitting a collaborative application to the fifth round of the ERF Program to jointly address and resolve the longstanding issue of individuals experiencing unsheltered homelessness in and around the Davis Street Corridor.

E. WHEREAS, the CITY desires to partner with the COUNTY to convert and develop a City-owned SITE into a 23-unit Low Barrier Navigation Center, which includes 23 sleeping units, an office unit, laundry area, and community unit for dining and storage. to

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serve the occupants of the Davis Street Corridor utilizing funding primarily from the ERF-5-R Program, if awarded, for renovations, operations and services for the term of the grant.

F. WHEREAS, the CITY and COUNTY desire to partner with CHSP, as the lead agency of the Monterey and San Benito Counties Continuum of Care, to identify and select a community-based organization to operate the 23-unit Low Barrier Navigation Center.

G. WHEREAS, per California Government Code 65660, a "Low Barrier Navigation Center" (LBNC) is defined as a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. "Low Barrier" refers to best practices to reduce barriers to entry, and may include, but is not limited to, the following:

   i. The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth.
   ii. Pets.
   iii. The storage of possessions.
   iv. Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.[1]

H. WHEREAS, per California Government Code Section 65662, LBNC development is a "use by-right" in areas zoned for mixed-use and nonresidential zones permitting multifamily uses if it meets certain statutory requirements:

   i. It offers services to connect people to permanent housing through a services plan that identifies services staffing.
   ii. It is linked to a coordinated entry system.
   iii. It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
   iv. It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System.[2]

   "Use by right" means that "the local government's review may not require a conditional use permit, planned unit development permit, or other discretionary local government review or approval that would constitute a 'project' for purposes of the California Environmental Quality Act."[3]

I. WHEREAS, the Parties desire to identify roles and responsibilities for the ERF-5-R application collaboration to define the requirements and budget for the development of a 23-unit non-congregate facility, including a community center with an office.

[1] Gov. Code, § 65660, subd. (a).
[2] Gov. Code, § 65662
[3] Gov. Code, § 65583.2, subd. (i).

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J. WHEREAS, the Parties will work together to collectively identify and select the LBNC's development and services provider partner(s) with extensive histories and success in executing projects with similar timeline requirements and service models to carry out the vision of this ERF-5-R Program.

K. WHEREAS, the selected services provider will provide interim shelter and access to basic needs, including case management, supportive services, and housing navigation to manage and operate the El Rey LBNC until the ERF-5-R grant term ends or when the last encampment occupant has been served, whichever occurs first.

L. WHEREAS, the Parties agree to adhere to the COUNTY adopted encampment resolution policy[4] and shall ensure that applicable standards apply to any action involving the management, removal, or interaction with people in encampments served by the ERF-5-R grant (Davis Street Corridor).

M. WHEREAS, the following Exhibit is incorporated into this MOU:

Exhibit A – DISPUTES AND CORRECTIVE ACTION

NOW, THEREFORE, in mutual consideration of the declaration, recitals, representations, conditions, and obligations contained in this MOU, and incorporated herein, the Parties agree as follows:

ARTICLE 1.0
ROLES AND RESPONSIBILITIES

Section 1.1 Purpose and Goals

This Memorandum of Understanding (MOU) establishes a mutual understanding between the Parties regarding the ERF-5-R Program, including providing street outreach and the development and operation of a Low-Barrier Navigation Center (LBNC) at the SITE. The purpose of the program is to provide interim shelter and wraparound services for individuals experiencing homelessness within the Davis Street Corridor, located in the jurisdictional boundaries of the COUNTY, CITY, and CalTrans, and to create a collaborative partnership to ensure the humane and coordinated support of individuals at risk of displacement due to potential encampment closures in the target area.

Section 1.2 Property Site and Location

The Parties agree:

a. The property site to be utilized for the LBNC shall be the former El Rey Motel located at 443 West Market Street, Salinas, CA 93901.

[4] COUNTY Adopted Encampment Resolution Policy

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b. The SITE is currently owned by the CITY unless there is a future property transfer of ownership to another entity during the term of this MOU, see Section 1.3.b.8.

c. The SITE will be converted into 23 individual units with bathrooms, laundry facilities, office unit, storage and a larger unit for a community center.

d. There is a need for a 24-hour onsite operator and service provider at the Property.

Section 1.3 Roles and Responsibilities

a. The COUNTY shall:

1. Devote sufficient personnel to serve as the lead collaborative applicant of the ERF-5-R grant submission, and if awarded, administer the funds including executing agreements with State, CITY, and local partners, reporting, budget modifications, technical assistance, disbursement of funds, and monitoring from Effective Date to June 30, 2030.

2. Execute a subrecipient agreement with CITY for the development and renovation of the SITE within three (3) months of the execution of the State ERF-5-R grant agreement.

3. Execute a standard service agreement with the Salinas Outreach and Response Team for outreach and supportive services for fiscal years 2026-2027 and 2027-2028.

4. Execute a standard service agreement with Access Support Network for fiscal year 2025-2026 to assist with establishing rapport, offer referrals, and assist with vital document recovery for encampment occupants living along the Davis Street Corridor.

5. Execute a subrecipient agreement with CHSP for services, operations, maintenance, and repairs of the SITE within three (3) months of the execution of the State ERF-5-R grant agreement.

6. Submit all required reports to the State with fiscal and programmatic data reflecting the progress of their ERF-5-R program in a format provided by the State.

7. Provide information and products developed with grant funds on service delivery models including any materials that may be necessary to study the program or replicate it for implementation across the state to the California Department of Housing and Community Development (HCD), as requested.

8. Devote no less than $200,000 of ERF-5-R funding, if awarded, to allow for maintenance and repairs, including all capital improvements required to

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maintain a safe and healthy environment for staff and program participants during the term of the MOU.

b. CITY shall:

1. Devote sufficient personnel to assist the COUNTY with gaining information and data for the COUNTY-led ERF-5-R grant application and support any reporting requirements for the ERF-5-R grant, if awarded, for term of the grant.

2. Provide information and data about the land and property for purposes of establishing the needs and estimates required to convert the SITE into 23-unit LBNC, community center unit with offices, and access to laundry and dining services.

3. Provide sufficient personnel from the Salinas Outreach and Response Team to assist with supporting individuals being served at the LBNC during fiscal years 2026-2027 and 2027-2028.

4. Execute a $1 dollar facility (Property) use agreement with the direct service provider identified by CHSP.

5. Identify and select the General Contractor to convert the SITE into a 23-unit LBNC that also includes office space, laundry, community space and storage, and will lead the coordination and submission of permits required by CITY public works and planning departments to complete construction within twelve (12) months upon notice of ERF-5-R award.

6. Ensure security is provided during the renovations of the SITE, funded by ERF-5-R, if awarded.

7. Four (4) Year Term of Use. CITY understands and agrees that the term of use for the units by individuals experiencing homelessness shall be for a four (4) year period from the date of the executed State's Standard agreement with the COUNTY.

8. Coordinate transition planning efforts with the COUNTY related to the possible transfer or sale of the SITE before the end of the Four-Year Term.

9. Transfer the responsibilities and terms of this MOU and all relevant and subsequent executed agreements related to the ERF-5-R Program should the CITY transfer or sell the SITE to new ownership during the grant term.

c. CHSP shall:

1. Identify and engage in a service agreement with a qualified 501(c)3 organization to staff and operate the LBNC, a 24-hr housing navigation

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center, in alignment with Gov Code 65660 and national best practices.

2. Execute a subrecipient agreement for the of services, operations, insurance, maintenance, and repairs of the SITE within three (3) months of the execution of the COUNTY subrecipient agreement.

3. Set-up, manage, and provide licenses and technical assistance to the direct services provider(s) for the usage of the Homeless Management Information System (HMIS) and Coordinated Assessment and Referral System.
    a. Provide administrative level access to HMIS data to identified staff of both the CITY and COUNTY.
    b. Provide quarterly uploads to the State Homelessness Data Integration System, also known as HDIS.

4. Ensure that the subcontractor agreement will include a Good Neighbor Policy, to be provided by COUNTY Contract Manager.

5. Ensure that the subcontractor agreement will include mutual indemnification of the COUNTY and CITY and name both the COUNTY AND CITY as additionally insured under the required insurance policies.

6. Ensure that the subcontractor agreement will include a reserve account with two hundred eighty thousand dollars ($280,000) for maintenance and repair of damages caused by the Participants in the Program.

7. Ensure the COUNTY and CITY will be listed as authorized partners of the LBNC in all subcontractor agreements and shall include agreed upon outcome goals in subcontractor agreements and will monitor progress towards meeting such outcome goals.

8. Ensure all activities regarding the CHSP's Service Provider selection, budget, timeline, scope of work, and payment provisions/invoicing are authorized and approved by all Parties.

d. The Parties agree that:

1. Each Party shall designate staff to meet weekly to coordinate the execution and implementation of the LBNC for the duration of the ERF-5-R Program grant period.

2. Any and all ERF-5-R subcontract agreements are in alignment with State, federal, and local codes, ordinances, policies, regulations and laws.

3. Property and environmental records, reports, studies, and other relevant information shall be shared between the Parties as they become available.

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4. The LBNC is available to the eligible occupants of the Davis Corridor Encampments for interim sheltering and access to supportive services until the end of the ERF-5-R grant funding period, if awarded.

5. If there is a disagreement between the Parties or their representative(s), the Parties shall proceed with resolution as outlined in Exhibit A: DISPUTES AND CORRECTIVE ACTION which is incorporated by this reference.

ARTICLE 2.0
GENERAL CONDITIONS

Section 2.1 General Compliance

The Parties, through their respective officers, employees, consultants, and contractors as applicable, agree to comply with all applicable federal, State and local laws and regulations governing public agencies, including any necessary environmental review analysis as applicable to the implementation of the proposed Program and corresponding ERF-5-R grant award for the implementation of said Program. Documentation of such compliance shall be made available for review by either Party upon request by the other Party.

Section 2.2 Four (4) Year Term of MOU

The term of this MOU (the "Term") shall start as of the Effective Date of this MOU and shall terminate upon the conclusion of the "Four (4) Year Term of Use" for the Units as set forth above in Section 1.3.b.7.

Section 2.3 Termination

This MOU may be terminated by any Party upon thirty (30) days' advance written notice to the other Parties, or automatically if the ERF-5-R application is not approved by State HCD. Prior to termination, the Parties shall meet and confer in good faith in an effort to resolve any issues. If resolution is not achieved, and residents are occupying the Units at the time of termination, both Parties agree to provide an additional thirty (30) days to allow for the transfer of any remaining program participants to other available shelter. In the event of termination of this MOU by either Party, the provisions of ARTICLE 3. ADMINISTRATIVE REQUIREMENTS shall survive the termination of this MOU.

Section 2.4 Mutual Indemnification and Insurance

a. Except as otherwise required by applicable law, Parties agree that each party shall be responsible for their own actions, including but not limited to any negligent and/or intentional acts and/or omissions of its officers, agents and employees; and neither party shall be responsible for the acts and/or omissions of the other. Each Party, including its officers, agents, representatives,

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volunteers, employees, general contractors, subcontractors, and/or consultants, therefore agrees to hold harmless and indemnify the other Party against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the indemnifying Party's performance of the terms of this MOU.

b. During the term of this MOU, all Parties shall take out and maintain: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than $1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of $1,000,000 per occurrence for employer's liability.

c. During the performance of this MOU, Parties shall be responsible for providing any statutory benefits and insurance to their respective employees related to the services provided by this MOU.

d. The Parties, upon execution of this MOU, shall each furnish each other with Certificates of Insurance or a Letter of Self-Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to the other Party of any modification, change or cancellation of any of the above insurance coverage.

e. No party shall assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this MOU without the prior consent of the other party.

f. No alteration, modification, or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on either party hereto.

Section 2.6 Right of Entry to SITE

All Parties shall ensure that any leases and/or subrecipient agreements contain a provision ensuring that COUNTY, CHSP, and CITY officers, employees, agents, consultants, and subcontractors shall have the right to enter upon the Site during normal business hours to conduct work, inspections, and investigations in accordance with this MOU. In connection with such entry for the purpose of work, inspections and/or investigations, the Parties each agree to repair and restore any damage caused by its respective officers, employees, agents, consultants, program participants, and contractors.

ARTICLE 3.0
ADMINISTRATIVE REQUIREMENTS

Section 3.1 Documentation and Record-Keeping

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a. Records to be Maintained. The Parties shall maintain all records and such records shall include but not be limited to:

   1. Records providing a full description of each activity undertaken.
   2. Records required to document the solicitation and selection of a developer and operator.
   3. Records required by funding agencies related to the implementation of the MOU.

b. Retention. The Parties shall retain all records pertinent to services performed and expenditures incurred pursuant to this MOU and as defined in ERF-5-R State grant Agreement with COUNTY for a period of three (3) years after the final payment for any and all costs incurred for services performed and expenditures incurred pursuant to this MOU and corresponding grant funding for the implementation of the ERF-5-R Program and the LBNC Program.

ARTICLE 4.0
PERSONNEL AND PARTICIPANT CONDITIONS

Section 4.1 Conduct

a. Assignability. Neither Party shall assign or transfer any interest in this MOU without the prior written consent of the other Party, at its sole discretion.

b. Hatch Act. The Parties agree that under this MOU, no funds shall be provided, nor will any personnel be employed in any way or to any extent engaged in the conduct of political activities that would violate 5 U.S.C. Chapter 15, Section 1501 et seq.

c. Conflict of Interest. The Parties each agree to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, as it may apply to their respective agents, employees, consultants, officers, appointed or elected officials, as listed under this regulation.

ARTICLE 5.0
ENVIRONMENTAL CONDITIONS

Section 5.1 Applicable Laws and Regulation

The Parties agree to comply with the following laws and regulations insofar as they apply to the performance of this MOU:

a. Clean Air Act, 42 U.S.C. 7401 through 7414.

b. Federal Water Pollution Control Act (Clean Water Act), as amended (33 U.S.C. 1318- Records and Reports) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 of the Clean Water Act (which authorizes the United States Environmental

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Protection Agency [EPA] to issue EPA Section 114 Information Requests to gather data necessary for enforcing environmental laws) and Section 308 of the Clean Water Act, and all regulations as applicable to the performance of this MOU.

c. Flood Disaster Protection Act of 1973 (P.L. 93-234) regarding the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this MOU, as it may apply to the provisions of this MOU.

d. Environmental Protection Agency Lead-Based Paint Regulations.

e. Historic Preservation requirements as set out in the National Historic Preservation Act, Pub. L. No. 89-665, as amended by Pub. L. No. 96-51) and the procedures set forth in 54 U.S.C. Section 300101, et seq. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, State, or local historic property list.

ARTICLE 6.0
OTHER PROVISIONS

Section 6.1 Entire MOU

This MOU contains all the terms and conditions agreed upon by the Parties.

No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the Parties hereto.

Section 6.2 Notices

Formal notices, demands and communications (other than day to day routine communications) between the Parties shall be sufficiently given if, and shall not be deemed given unless: (i) dispatched by certified mail, postage prepaid, return receipt requested, (ii) sent by express delivery or overnight courier service with a delivery receipt, (iii) personally delivered with a delivery receipt, or (iv) sent by electronic mail with a copy delivered by one of the previous three methods, to the office of the Party upon which service is being made shown as follows, or such other address as the Parties may designate in writing from time to time:

COUNTY OF MONTEREY
Attn: Roxanne V. Wilson, County Homeless Services Director
168 W. Alisal Street, 3rd Floor
Salinas, California 93901
Email: wilsonr@countyofmonterey.gov

CITY
Attn: Lisa Murphy, Asst. City Manager
200 Lincoln Avenue
Salinas, CA 93901
Email: lisagm@ci.salinas.ca.us

CHSP
Attn: Katrina McKenzie, Executive Director
1123 Fremont Boulevard, Suite D,
Seaside, CA 93955
Email: kmckenzie@chsp.org

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

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Section 6.3 Conformance with Federal and State Regulations

Should local, federal or State regulations touching upon this MOU be adopted, amended or revised during the term hereof, this MOU is subject to modification to assure conformance with such federal or State requirements.

Section 6.4 Severability

If any term of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect.

Section 6.5 Headings and Captions

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this MOU or any provision thereof.

Section 6.6 No Third-Party Beneficiaries

There are no intended third-party beneficiaries to this MOU.

Section 6.7 Amendments

This MOU may not be modified, supplemented, or amended unless in writing by the Parties. Any modification, supplementation, amendment, or waiver must be signed by all Parties.

Section 6.8 Costs and Expenses

Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this MOU, and the performance of each Party's obligations under this MOU.

Section 6.9 No Commissions

Each Party represents to the other that is has not retained, and shall not retain, the services of any broker, agent or finder with respect to the Site or in connection with any matters relating to this MOU, and agrees to hold the other Party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto.

Section 6.10 Governing Law; Venue

This MOU shall be governed by and construed in accordance with the laws of the State of California without reference to choice-of-law principles, and venue for any action under this

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MOU shall be in the Superior Court of the County of Monterey, subject to any motion for transfer of venue.

Section 6.12 Counterparts and Electronic Signatures

This MOU may be executed in counterparts with electronic signatures, each of which shall be deemed an original but all of which together shall constitute one (1) and the same MOU.

Section 6.13 Non-Recourse MOU

No member, official, employee, agent, or consultant of any Party to this MOU shall be personally liable to any other Party, or any successor in interest or person claiming by, through or under any Party, in the event of any default or breach, or for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this MOU.

Section 6.14. Recitals

The Parties understand and agree that the recitals to this MOU are incorporated into this MOU by this reference.

Section 6.15 Attachments

The following attachments are hereby included within and incorporated by reference:

Exhibit A: Disputes and Corrective Action

Section 6.16 Authority of Signatories

The individuals executing this MOU on behalf of the Parties represent and warrant that he or she has the requisite authority to enter into this MOU on behalf of said Party.

SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, this MOU has been executed by the Parties on the day and year written below.

COUNTY OF MONTEREY:

County Administrative Office,
Sonia M. De La Rosa, County Administrative Officer

By: _____
Deborah Paolinelli, Asst. CAO

Date: _____

APPROVED AS TO FORM:
Office of the County Counsel-Risk Management
Susan K. Blitch, Acting County Counsel

By: DocuSigned by: Anne Brereton A46091E5DE63489...
Anne Brereton, Deputy County Counsel

Date: 11/5/2025 | 1:13 PM PST

APPROVED AS TO INSURANCE INDEMNIFICATION PROVISIONS:
Office of the County Counsel-Risk Management
Susan K. Blitch, Acting County Counsel

By: Signed by: David Bolton 68FDC263FF6243C...
David Bolton, Risk Manager

Date: 11/5/2025 | 3:56 PM PST

CITY:

City of Salinas
Rene Mendez, City Manager

By: _____
Rene Mendez, City Manager

Date: _____

APPROVED AS TO FORM:
City of Salinas
Christopher A. Callihan, City Attorney

By: Signed by: Christopher A. Callihan 1895479BC5A349F...

Date: 11/5/2025 | 4:00 PM PST

COALITION OF HOMELESS SERVICES PROVIDERS (CHSP):
CHSP
Katrina McKenzie, Executive Director

By: _____
Katrina McKenzie, Executive Director

Date: _____

Docusign Envelope ID: D71B2017-843E-4E47-8F32-6073D6A1D9CD

EXHIBIT A: DISPUTES AND CORRECTIVE ACTION

Any claim, controversy, breach, or dispute arising out of this MOU, including, without limitation, the interpretation of any term or provision of this MOU, or any disagreement, claim, controversy, breach, or dispute arising out of the obligations under this MOU (individually, referred to as a "Dispute", and collectively referred to as "Disputes"), whether seeking damages or equitable relief, shall be subject to the following process.

1. Disputes between Parties shall be settled as quickly as reasonably possible to ensure minimal impact to MOU activities.

2. Parties shall first utilize a corrective action administrative process and negotiation to attempt to resolve Disputes prior to resulting to any other allowable remedy. Parties shall continue performance of the MOU activities during such resolution.

    a. Upon receipt by COUNTY of information regarding a perceived failure by CITY and/or CHSP to comply with any provision of this MOU, COUNTY has the right to forward CITY or CHSP a notice of COUNTY's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CITY or CHSP may have the opportunity to respond or participate in formulating the corrective action recommendation. COUNTY has the right to require the presence of CITY's and/or CHSP's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.

    b. Upon receipt by CITY of information regarding a perceived failure by COUNTY and/or CHSP to comply with any provision of this MOU, CITY has the right to forward COUNTY and/or CHSP a notice of CITY's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. COUNTY may have the opportunity to respond or participate in formulating the corrective action recommendation. CITY and/or CHSP has the right to require the presence of COUNTY's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.

    c. Upon receipt by CHSP of information regarding a perceived failure by COUNTY and/or CITY to comply with any provision of this MOU, CHSP has the right to forward COUNTY and/or CITY a notice of CHSP's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CHSP may have the opportunity to respond or participate in formulating the corrective action recommendation. CITY and/or COUNTY has the right to require the presence of CITY's and/or COUNTY's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.

    d. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the corrective action process.

    e. Any resolution requiring amendment of this MOU shall be executed as soon as reasonably possible, time is of the essence.

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3. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following the initiation of negotiations under this Section. Either Party may then seek whatever remedy is available in law or in equity.

4. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810), or any ordinance enacted by either Party governing the presentation or processing of such claims.

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No.:

Adopt a Resolution to:

a. Authorize the County Administrative Officer or designee to sign and submit an application for funding from the California Department of Housing and Community Development Encampment Resolution Funding Program Round 5, to resolve encampments located in Salinas on public, unincorporated and private lands;

b. Authorize the County Administrative Officer or designee to execute the state funding agreement, with the California Department of Housing and Community Development for Encampment Resolution Funding Program Round 5 until the end of the grant fiscal term;

c. Authorize the County Administrative Officer or designee to sign all future Encampment Resolution Funding Program Round 5 amendments on behalf of the County for continued funding from the California Department of Housing and Community Development until the end of the grant fiscal term; and

d. Authorize the County Administrative Officer or designee, to sign and execute a Memorandum of Understanding (MOU) with the City of Salinas, and the Coalition of Homeless Services Providers to establish the roles and responsibilities for the implementation of a 23-unit low barrier navigation center at the El Rey Motel to provide temporary living facilities to individuals experiencing homelessness to be included in the Encampment Resolution Funding Grant Program Round 5 grant submission.

RECITALS:

WHEREAS, the County Board of Supervisors hereby approves the submission to the California Department of Housing and Community Development (HCD) an application for the Encampment Resolution Funding Program Round 5 (ERF-5-R) to utilize HCD funding to resolve encampments located in Salinas on public, unincorporated, and private lands, which will include funding to support outreach, the El Rey motel conversion into a 23-unit low barrier navigation center, up to 2 years of operations, rapid rehousing, and related services for the benefit of our local homeless population;

WHEREAS, the County Board of Supervisors hereby authorizes the County Administrative Officer or designee, to approve and execute a Memorandum of Understanding (MOU) formalizing the partnership for the operation of this ERF-5-R Program between the County of Monterey, the City of Salinas, and the regional Continuum of Care (CoC);

WHEREAS, the County acknowledges compliance with all state and federal public participation requirements in the development of its application;

WHEREAS, the County hereby authorizes and directs the County Administrative Officer or designee, to sign and deliver the application and act on the County's behalf in all matters pertaining to the ERF-5-R application;

WHEREAS, if an application is approved, the County Administrative Officer or designee is authorized to sign and execute the funding agreement and all subsequent amendments thereto with the State of California for the purposes of the ERF-5-R funds;

WHEREAS, the County Counsel will review and approve the standard state funding agreement, as well as any future amendments, as to form before the County Administrative Officer or designee signs and returns the agreement to HCD.

NOW, THEREFORE, BE IT RESOLVED THAT, the County of Monterey Board of Supervisors hereby:

a. Authorize the County Administrative Officer or designee to sign and submit an application for funding from the California Department of Housing and Community Development Encampment Resolution Funding Program Round 5, to resolve encampments located in Salinas on public, unincorporated and private lands;
b. Authorize the County Administrative Officer or designee to execute the state funding agreement, with the California Department of Housing and Community Development for Encampment Resolution Funding Program Round 5 until the end of the grant fiscal term;
c. Authorize the County Administrative Officer or designee to sign all future Encampment Resolution Funding Program Round 5 amendments on behalf of the County for continued funding from the California Department of Housing and Community Development until the end of the grant fiscal term; and
d. Authorize the County Administrative Officer or designee, to sign and execute a Memorandum of Understanding (MOU) with the City of Salinas, and the Coalition of Homeless Services Providers to establish the roles and responsibilities for the implementation of a 23-unit low barrier navigation center at the El Rey Motel to provide temporary living facilities to individuals experiencing homelessness to be included in the Encampment Resolution Funding Grant Program Round 5 grant submission.

PASSED AND ADOPTED on this _____ day of _____, 2025 by the following vote, to wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book _____, for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By: _____
Deputy

Introduced: 10/27/2025

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve Amendment No. 6 to Standard Agreement A-14427 with Accela, Inc., to expand the Scope of Work to include ePermitHub Digital Plan Room subscription service as part of the County's existing Accela Civic Platform, and increase the Agreement amount by $253,334, from $4,596,204 to a new total not-to-exceed amount of $4,849,537 to commence upon execution of Amendment No. 6 and with no change to the term end date of June 30, 2030; and
b. Authorize the Chief Contracts and Procurement Officer or designee to execute Amendment No. 6 and future amendments to the Agreement where each amendment does not significantly alter the scope of work or increase the approved Agreement amount by more than 10% (up to $484,954), subject to review and approval as to form by the Office of the County Counsel and as to fiscal provisions by the Auditor-Controller's Office.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve Amendment No. 6 to Standard Agreement A-14427 with Accela, Inc., to expand the Scope of Work to include ePermitHub Digital Plan Room subscription service as part of the County's existing Accela Civic Platform, and increase the Agreement amount by $253,334, from $4,596,204 to a new total not-to-exceed amount of $4,849,537 to commence upon execution of Amendment No. 6 and with no change to the term end date of June 30, 2030; and
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SUMMARY/DISCUSSION:

The County of Monterey (County) has utilized the services of Accela, Inc. (Accela) since 2008 to support the Housing and Community Development Department's (HCD) permitting system. On June 27, 2019, the County of Monterey Board of Supervisors (BOS) authorized the County to enter into a non-Standard Agreement (NSA) with Accela to upgrade the Accela Civic Platform on-premise model to a Subscription as a Service (SaaS) model. The upgrade has provided the County with more efficient, cost-effective, and expandable permitting solutions.

Since the base Agreement was put in place, several amendments have been made to expand the scope of work, increase the Agreement amount, and extend the term.

In May 2025 the Agreement was further amended to extend the term through June 30, 2030, update the Agreement's provisions, and increase the Agreement amount by $2,218,458.90 for a new not-to-exceed amount of $4,596,203.06.

Amendment No. 6 expands the Scope of Work to add ePermitHub Digital Plan Room. This service will enhance HCD's permitting system by integrating ePermitHub into our existing Accela Civic Platform, which will automate plan submission, review, and creation of final plan sets. It is anticipated that utilizing this service will provide cost savings, once it is fully implemented, after the first year. In addition, it is expected to decrease turnaround time and expedite the permitting process.

After implementation Accela will provide training for HCD staff as well as a virtual training session for the public that will be recorded and made available on HCD's website.

OTHER AGENCY INVOLVEMENT:
The Offices of the County Counsel and Auditor-Controller have reviewed Amendment No. 6 as to form and legality, and fiscal provisions, respectively.

FINANCING:
The cost of the service is included in the FY 2025-26 Adopted Budget for Housing and Community Development Unit 8543, Appropriation Unit HCD002.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the County's Strategic Plan goals of Diverse and Thriving Economy by streamlining the permitting process to support housing, development, and business activity and the Sustainable Infrastructure for the Present and Future goal by keeping the County's technological operations up to date which benefits County residents and staff.

X	Well-Being and Quality of Life
X	Sustainable Infrastructure for the Present and Future
	Safe and Resilient Communities
	Diverse and Thriving Economy
	Other

Prepared by: Karen Riley-Olms, Management Analyst II, 831-755-5132
Reviewed by: Elizabeth Gonzales, Permit Center Manager
Reviewed by: Lori Woodle, Finance Manager I
Approved by: Craig W. Spencer, Director

The following Attachments are on file with the Clerk of the Board:
Attachment A - Draft Amendment No. 6
Attachment B - Amendments Nos. 1-5
Attachment C - non-Standard Agreement

Introduced: 10/27/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve Amendment No. 6 to Standard Agreement A-14427 with Accela, Inc., to expand the Scope of Work to include ePermitHub Digital Plan Room subscription service as part of the County's existing Accela Civic Platform, and increase the Agreement amount by $253,334, from $4,596,204 to a new total not-to-exceed amount of $4,849,537 to commence upon execution of Amendment No. 6 and with no change to the term end date of June 30, 2030; and
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b. Authorize the Chief Contracts and Procurement Officer or designee to execute Amendment No. 6 and future amendments to the Agreement where each amendment does not significantly alter the scope of work or increase the approved Agreement amount by more than 10% (up to $484,954), subject to review and approval as to form by the Office of the County Counsel and as to fiscal provisions by the Auditor-Controller's Office.

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Since the base Agreement was put in place, several amendments have been made to expand the scope of work, increase the Agreement amount, and extend the term.

In May 2025 the Agreement was further amended to extend the term through June 30, 2030, update

the Agreement's provisions, and increase the Agreement amount by $2,218,458.90 for a new not-to-exceed amount of $4,596,203.06.

Amendment No. 6 expands the Scope of Work to add ePermitHub Digital Plan Room. This service will enhance HCD's permitting system by integrating ePermitHub into our existing Accela Civic Platform, which will automate plan submission, review, and creation of final plan sets. It is anticipated that utilizing this service will provide cost savings, once it is fully implemented, after the first year. In addition, it is expected to decrease turnaround time and expedite the permitting process.

After implementation Accela will provide training for HCD staff as well as a virtual training session for the public that will be recorded and made available on HCD's website.

OTHER AGENCY INVOLVEMENT:
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FINANCING:
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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the County's Strategic Plan goals of Diverse and Thriving Economy by streamlining the permitting process to support housing, development, and business activity and the Sustainable Infrastructure for the Present and Future goal by keeping the County's technological operations up to date which benefits County residents and staff.

X Well-Being and Quality of Life
X Sustainable Infrastructure for the Present and Future
Safe and Resilient Communities
Diverse and Thriving Economy
Other

Prepared by: Karen Riley-Olms, Management Analyst II, 831-755-5132
Reviewed by: Elizabeth Gonzales, Permit Center Manager
Reviewed by: Lori Woodle, Finance Manager I
Approved by: Craig W. Spencer, Director

The following Attachments are on file with the Clerk of the Board:
Attachment A - Draft Amendment No. 6
Attachment B - Amendments Nos. 1-5
Attachment C - non-Standard Agreement

Attachment A

Amendment No. 6 to Agreement A-14427
with Accela, Inc.

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AMENDMENT NO. 6
TO STANDARD AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY AND
ACCELA, INC.

THIS AMENDMENT NO. 6 to Standard Agreement No. A-14427 between the County ofMonterey, a political subdivision of the State of California ("County") and Accela, Inc. ("CONTRACTOR"), is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into non-Standard Agreement No. A-14427 with the County on June 27, 2019 ("Agreement") to provide implementation, hosting and maintenance of the subscription services for the Accela software product ("services") through June 30, 2022 for an amount not to exceed $1,000,026.15;

WHEREAS, the Agreement was amended by the Parties on January 27, 2020 ("Amendment No.1," including Exhibit A-1 – Scope of Services/Payment Provisions) to update the Business Automobile Liability Insurance provision, add the Civic Insight Software Application, to increase the amount by $18,971.16 for an amount not to exceed $1,018,997.31, with no change to the term end date of June 30, 2022;

WHEREAS, on October 30, 2020, the Resource Management Agency (RMA) was dissolved, and the Housing and Community Development Department (HCD) was created;

WHEREAS, the Agreement was amended by the Parties on May 6, 2022 ("Amendment No. 2," including Exhibit A-2 – Scope of Work/Payment Provisions) to extend the term three (3) additional years through June 30, 2025, and to increase the Agreement amount of $1,018,997.31 by $89,749.54 for an amount not to exceed $1,108,746.85;

WHEREAS, the Agreement was amended by the Parties on July 28, 2022 ("Amendment No. 3") to correct the not to exceed amount from $1,108,746.85 to $2,127,744.16 with no change to the contract term or scope of work;

WHEREAS, the Agreement was amended by the Parties on September 1, 2023 ("Amendment No. 4," including Exhibit A-3 – Scope of Work/Payment Provisions), to include one year of Managed Application Services, and add $250,000 to the Agreement amount of $2,127,744.16 for a new not to exceed amount of $2,377,744.16 with no change to the term end date of June 30, 2025;

WHEREAS, the Agreement was amended by the Parties on May 27, 2025 ("Amendment No. 5," including Exhibit A-4 – Scope of Work/Payment Provisions), to update and expand the Scope of Work/Payment Provisions, update the Agreement's provisions, increase the Agreement amount of $2,377,744.16 by $2,218,458.90 for a new not to exceed amount of $4,596,203.06, and extend the term five (5) additional years to June 30, 2030;

WHEREAS, the County wishes to expand the Scope of Work to implement into the existing Accela Civic Platform the ePermitHub Digital Plan Room Subscription as a Service (SaaS) to automate plan submission, review, and creation of final plan sets; and

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WHEREAS, the Parties wish to further amend the Agreement to expand the scope of work and increase funding by $253,333.33, for a new Agreement amount of $4,849,536.39.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 1.0, "General Description," to read as follows:

   The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the Services described in Exhibits A through A-4 and **A-5** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

   Provide access to integrated digital review capabilities, including automated digital signature validation, automated document and sheet versioning, collaborative issue management and 2D electronic markups completely from within the Accela Civic Planform User Interface.

2. Amend Section 2.01, "Payment Provisions," to read as follows:

   County shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibits A through A-4, and **A-5** subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **$4,849,536.39**.

3. Amend Section 4.01, "Scope of Services and Additional Provisions," to read as follows: **Exhibit A-5** Scope of Services/Payment Provisions

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

5. This Amendment No. 6 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____	ACCELA, INC.
Chief Contracts & Procurement Officer	Contractor/Business Name*
Date: _____	By: Signed by: James Jordan (Signature of Chair, President, or Vice President)
By: N/A	Jason Jordan, Vice President
Craig W. Spencer, Director (if applicable)	Name and Title
Date: _____	Date: 10/24/2025
Approved as to Form **Office of the County Counsel**[1] **Susan K. Blitch, County Counsel**	By: Signed by: Michael E. Gigliello (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
By: Signed by: Kelly L. Donlon Chief Assistant Deputy County Counsel	Michael E. Gigliello, Controller/Treasurer
Date: 10/24/2025	Name and Title
Approved as to Fiscal Provisions[2]	Date: 10/24/2025
By: DocuSigned by: Patricia Ruiz Auditor/Controller	
Date: 10/24/2025	
Reviewed as to Liability Provisions[3] Office of the County Counsel-Risk Management	
By: N/A David Bolton, Risk Manager	
Date: _____	

County Board of Supervisors' Agreement Number: A-14427 approved on June 26, 2019.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporationshall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1]Approval by the Office of the County Counsel is required.
[2]Approval by Auditor-Controller is required.
[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Accela, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF WORK (SOW) FOR PROFESSIONAL SERVICES

A.1 CONTRACTOR shall provide professional services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below in this Part A for ePermitHub ("Professional Services" or the "Project"):

Objective

A.2 To complete the ePermitHub Digital Plan Room components implementation into the Accela Civic Platform, including the Accela Citizen Access public portal. Upon completion, County staff will access integrated digital review capabilities, including automated digital signature validation, automated document and sheet versioning, collaborative issue management, and 2D electronic markups completely from within the Accela Civic Platform User Interface. In addition, the County's customers can easily submit plans and manage the corrections process, including adding resolution comments and uploading subsequent resubmittals, from within the ePermitHub public portal seamlessly embedded within the County's Accela Citizen Access portal.

Implementation Professional Services Overview

PHASE 1 – IMPLEMENTATION PHASE

Phase 1 – Deliverables:

1. Project kick off and initiation
   - Project kick-off presentation
   - Establish a communication and Project tracking plan
   - Receive access to the County's Accela Civic Platform environments

2. Digital Plan Room Cloud Provisioning
   - Verify that all Accela Civic Platform prerequisites are in place
   - Cloud Provisioning of the Digital Plan Room components into County's SUPP environment
   - Cloud Provisioning of the Digital Plan Room database

3. Digital Plan Room Configuration Analysis
   - Define configuration for each Plan Review record type
   - Determine all needed document types

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- Plan document upload configuration
- Plan Digital Signatures validation configuration
- Plan Accela workflow integration configuration points
- Design final approved set cloning business logic
- Determine Accela to Digital Plan Room role mappings
- Determine Digital Plan Room disciplines configuration
- Determine required Approval Stamps

4. Digital Plan Room Configuration
   - Configure Accela Civic Platform standard choices as defined in the previous Deliverable
   - Configure new Accela document types and associated business rules
   - Configure Digital Signature validation
   - Configure Digital Plan Room Event Manager and Script Engine (EMSE) library and required scripts
   - Implement custom EMSE scripting as determined during Configuration Analysis
   - Design, create and configure Approval Stamps as determined during Configuration Analysis

PHASE 2 – TRAINING, USER ACCEPTANCE & GO-LIVE PHASE

Phase 2 Deliverables:

1. User Acceptance Testing (UAT)
   - Assist County in the UAT effort and validation of system configuration
   - Resolve issues resulting from County User Testing
   - Provide recommendation on testing strategy and best practices
   - Agree on UAT completion date and Go-Live date

2. Administrative and Technical Training
   - Digital Plan Room Administration training
   - Provide Administration Training Documentation

3. End-User Training
   - Digital Plan Room End User Training
   - Provide End User training documentation

4. County Constituent Enablement
   - Produce contextually relevant public-facing training and web-based help videos for licensed professionals, contractors, owners and the public submitting plans
   - Produce public-facing User Guide for licensed professionals, contractors, owners, and the public submitting plans

5. Go-Live Migration and Production Planning
   - Produce Go-Live Project Migration Plan
   - Produce Production Deployment Plan

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- Conduct web-based Agency customer training sessions

6. Post-Go-Live Support
   - Post-Go-Live support provided
   - Resolution of all Critical and High defects as defined below in "Phase 2 - Deliverable 1: UAT" discovered during Post Go-Live support period
   - Transfer meeting regarding ongoing support of the County to the CONTRACTOR Support program conducted

Project Assumptions

1. CONTRACTOR assumes the County will have the proper resources to implement the Digital Plan Room software.

2. CONTRACTOR assumes all Professional Services costs and work have been identified in the SOW. Any additional Professional Services' costs or work required for this Project will be identified and requested through a Change Request process.

3. CONTRACTOR assumes the County has identified a dedicated Accela user-account to be used for communication between the ePermitHub and Accela software.

4. CONTRACTOR assumes the County will provide the appropriate staff to be trained on the software during the training periods outlined in the Project timeline.

5. CONTRACTOR assumes all the County's relevant Accela record types and workflows requiring plan review in the scope for this Project are already configured by Accela staff, and then CONTRACTOR will add plan review configuration.

6. CONTRACTOR assumes it will provide recommendations to the County for plan review related record types regarding record and workflow statuses most appropriate for the Digital Plan Room software.

7. CONTRACTOR assumes all standard choices required to integrate the software into the County's Accela configuration and software will be configured by the CONTRACTOR.

8. CONTRACTOR assumes the County will collaborate with CONTRACTOR on delivery of scripts required for the Digital Plan Room.

9. CONTRACTOR assumes County will verify that all Accela Civic Platform prerequisites are in place.

10. CONTRACTOR assumes that a historical data conversion into the Digital Plan Room will not be needed, and that manual procedures will be documented to import historical and in- process records into the Digital Plan Room as necessary.

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11. Travel & Expenses: This Amendment 6 does not include provisions for travel as the County does not require any onsite resources. Travel to the County site shall not occur unless a signed Change Order with applicable terms and conditions has been executed prior to travel.

12. Project Hold: It is understood that sometimes County priorities are revised requiring the County to place the Project implementation on hold. The County must send a formal written request to the CONTRACTOR to put the Project on hold. Delays of two (2) weeks or more that have a tangible impact on the CONTRACTOR's resource plan are subject to change order.

    If either party puts the Project on hold for more than 90 days, the other party reserves the right to terminate Amendment 6 or negotiate new terms. In such case of termination, notwithstanding anything to the contrary, CONTRACTOR will be paid for all work already performed, and there are no refunds on Subscription fees

    If the Project is put on hold, at minimum, the CONTRACTOR will need to draft a Change Order to keep some of the CONTRACTOR Project Manager's time engaged in monitoring progress and in resourcing the Project once it comes off hold. Other Change Order items may be needed because of the delay. While on hold, Project resources will be re-deployed to other assignments, and the CONTRACTOR will need a forty-five (45) calendar day notice to re-staff the Project. The CONTRACTOR cannot guarantee a Project Start Date until the CONTRACTOR resources are confirmed.

    Should either party become non-responsive to the other party's communications for a term of 30 calendar days regarding the continuance of the Project work, the other party can choose to cancel the remainder of Amendment 6. If both parties desire to finish the Project, an amendment to the Agreement may be negotiated at the standard rates. In such case of cancelation, notwithstanding anything to the contrary, CONTRACTOR will be paid for all work already performed and there are no refunds on Subscription fees.

13. Training Execution parameters are as follows:
    - At the beginning of the Project, the County selects and prepares the power-users who will be participating in the training and subsequently training end-users. Any switch in County internal resources may require the need for a Project change request to account for missing time.
    - In the event of onsite training, County provides suitable onsite facilities and equipment, such as access to network-connected training computers and monitors, to accommodate various training classes.
    - In the event of offsite training, County ensures all remote class attendees have access to suitable equipment, such as internet-connected training computers and monitors, to accommodate various training classes.
    - Ensure that users are proficient in using PCs in a Windows environment as a prerequisite for the course.
    - Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course.

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- County is responsible for printing all training materials developed by the CONTRACTOR for End-User Training.

14. Schedule and delivery are contingent on availability and access to County staff resources.

15. Costs for Professional services for implementation of ePermitHub per this Amendment 6 will be invoiced separately from the annual ePermitHub subscription fees. Professional Services implementation invoices will be submitted at the completion of Phase 1 and completion of Phase 2.

16. Any Professional Services associated with Accela, and other third-party products unrelated to this Project are not included in this Amendment 6 and should be contracted directly through those products or their affiliates. CONTRACTOR will work closely with the County's Accela Project Manager to align and coordinate on schedule and deliverables per the contract.

Delivery Schedule

Stage Title	Milestones	Acceptance Criteria
Phase 1	Project Kick-Off & Initiation	• Completion of the Project Kick-Off Meeting • The CONTRACTOR's access to the County's environment is set up
	Digital Plan Room Installation/Provisioning	• All relevant components of the Digital Plan Room software provisioned on County's cloud infrastructure and deemed to be working properly • Confirmation of ability to log into Digital Plan Room software • Two (2) sandbox environments created.
	Digital Plan Room Configuration Analysis	Completion of To-Be Analysis Sessions
	Digital Plan Room Configuration	The County has 15 business days to conduct an initial review of the Digital Plan Room configuration. If no changes or comments are requested within 15 days, the deliverable is considered approved by the County. Upon delivery of the County's initial feedback from the initial review, CONTRACTOR will complete the necessary changes and updates. The second and final review will have seven (7) business days for acceptance. Upon delivery of County feedback from the second and final review, CONTRACTOR will complete the necessary changes and updates.

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EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS

Stage Title	Milestones	Acceptance Criteria
Phase 2	User Acceptance Testing (UAT)	• Provide County with UAT test script template for electronic plan review • Completion of up to two (2) weeks of UAT support by the CONTRACTOR • Completion of up to three (3) weeks UAT by the County • Resolution of all Critical and High defects by CONTRACTOR discovered during UAT by County
	Administrative and Technical Training	• Execution of administrative and technical training courses
	End User Training	• Execution of End User Training course to the County as described in Appendix A.
	Agency Customer Enablement	• Two (2) web-based Agency Customer Training sessions of one and one-half (1.5) hours each completed covering the following topics: o Plan Submittal o File Validation Overview o Response to County comments o Plan Re-submittal • Execution of training for County's customers as described above.
	Production Planning & Go-Live Migration	• Go-Live Migration Plan document finalized • Production Plan document finalized • ePermitHub Digital Plan Room used in the Production environment for daily use.
	Post Go-Live Support	• Six (6) weeks of Post Go-Live support provided. • Resolution of all Critical and High defects as defined above in "Phase 2 – Deliverable 3: UAT" discovered during Post Go-Live support period. • Transfer meeting regarding ongoing support of the County to the CONTRACTOR Support program conducted.

Estimated level of effort is based on (i) the nature and scope of the Professional Services and associated tasks and artifacts, (ii) the expected staffing levels required to perform the scope, (iii) the Project Schedule, (iv) the CONTRACTOR and County's roles and responsibilities, and (v) the other assumptions as set forth in this SOW.

The CONTRACTOR's total Professional Service hours and provided estimate are exclusive of taxes and expenses. This estimate is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. The CONTRACTOR will not (i) exceed the total estimate amount without the prior approval of County and/or (ii) continue to provide Professional Services, after the total estimate has been reached, without the prior authorization of County. Should there be changes to

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the scope, timeline, or resources that increase the hours or costs needed to complete the Project; a Change Order may be required prior to Project continuation. Please see Change Order details in the Project Assumptions section. Deliverable timelines are contingent upon timely compensation.

Project Plan Overview

The following section describes the specific activities and tasks that will be executed to meet the County's business objectives and requirements. In support of the implementation effort as described above, CONTRACTOR shall provide the below-detailed implementation Professional Services. For each deliverable, a description and criteria for acceptance are provided.

Success Criteria

The definition of Project success is crucial in setting appropriate expectations from the outset of the Project. Success is defined for each phase of the Project so the team can measure it as it iterates toward the final goal as follows:

- Phase 1: Analysis and configuration are complete and ready to start acceptance testing
- Phase 2: Acceptance testing and user training completed, go-live completed, post-go- live support completed

PHASE 1: IMPLEMENTATION PHASE

This phase aims to create a test Digital Plan Room deployment on the Accela Civic Platform that County staff can use as a testbed for acceptance and feedback. During this phase, the main features of the Digital Plan Room deployment will be implemented into the County's Accela test environment. Each Deliverable in this phase defines a set of tasks to complete the implementation.

Phase 1 - Deliverable 1: Project Kick-Off and Initiation

Project initiation consists of Project planning activities, Project management, template creation tracking, establishing Project issue tracking and communication methodology, and conducting the kickoff meeting.

As part of the initiation, the following tasks will be conducted by the CONTRACTOR and the County:

- Establish a communication plan and create a task management dashboard in an acceptable repository.
- Identify team members who will be responsible for deliverable sign-off and document procedures.
- County creates an Accela user for Digital Plan Room Communication with Accela software.
- Review and adjust Project scope based on additional findings, if necessary.
- Conduct a Project kick-off meeting to review Project objectives, methodology, timeline, roles, and other key Project elements.

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The Project Kickoff Meeting includes a formal team presentation to review Project objectives, methodology, timeline, roles and responsibilities, risks, and other key Project elements with Project stakeholders.

CONTRACTOR's Responsibilities:

- Provide timely and appropriate responses to County's reasonable requests for information.
- Coordinate Project planning activities.
- Complete Baseline Project Schedule and Project Kickoff Presentation deliverables with input from appropriate County resources

County's Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the Project.

Provide timely and appropriate responses to CONTRACTOR's requests for Project planning input and meeting logistics requests.

- Include Executive Project Sponsor (County Building Official) in the Project Kickoff Meeting.
- Create an Accela user for Digital Plan Room Communication with Accela software.

Acceptance Criteria:

- Completion of the Project Kickoff Meeting
- The CONTRACTOR's access to the County's environment is set up

Acceptance Review Period:

Seven (7) business days

Phase 1 - Deliverable 2: Digital Plan Room Provisioning

During the cloud provisioning step, the CONTRACTOR's team will review the Digital Plan Room cloud provisioning requirements with the County's technical team, including infrastructure and software prerequisites. Once the prerequisites are confirmed to be in place in the County's DEV environment, the CONTRACTOR shall provision the Digital Plan Room software components and verify that they work properly. Documentation on the software setup architecture specific to the County shall be provided to the CONTRACTOR's technical team for reference.

CONTRACTOR's Responsibilities:

- Provide timely and appropriate responses to County's requests for information.
- Consult with County resources to provide technical input and answer technical questions related to the requirements for the Digital Plan Room.
- CONTRACTOR shall provision up to two (2) sandbox environments

County's Responsibilities:

- Provide timely and appropriate responses to CONTRACTOR's requests for information
- Provide CONTRACTOR with Admin contact information to setup County's Admin account

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Acceptance Criteria:

- All relevant components of the Digital Plan Room software provisioned on County's cloud infrastructure and deemed to be working properly
- Confirmation of ability to log in to Digital Plan Room software
- Two (2) sandbox environments created

Acceptance Review Period:

Seven (7) business days

Phase 1 - Deliverable 3: Digital Plan Room Configuration Analysis

Configuration Analysis encompasses the activities necessary to define the optimal configuration of the Digital Plan Room and its integration points with the Accela Civic Platform, specifically to align with the County's plan review business processes. During this task, the CONTRACTOR's team, with input from the County, will identify any details related to plan submittal, review, and approval, and provide appropriate configuration specifications for the following items:

- Determine configuration for each Plan Review record type
- Determine all needed document types
- Determine document upload configuration
- Determine Digital Signatures validation configuration
- Determine Accela workflow integration configuration points
- Determine final approved set cloning business logic
- Determine Accela to Digital Plan Room user role mappings
- Determine Digital Plan Room discipline configuration
- Determine required Approval Stamps

The Project dashboard will document and keep track of all the Configuration Analysis tasks and determinations.

CONTRACTOR's Responsibilities:

- Provide timely and appropriate responses to County's request for information
- Interview staff to understand existing business processes
- Conduct analysis sessions to capture the required business processes to be automated within the system
- Conduct meetings via email, web conference, and phone to gather and validate analysis input

County's Responsibilities:

- Provide timely and appropriate responses to CONTRACTOR's requests for information.
- Make available the appropriate County key users and content experts to provide the required information, participate in the configuration analysis, and verify the accuracy of the documented workflows, input/output formats, and data elements

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- Provide any existing business process documentation, including process flows; fee schedules; commonly used applications, reports, and forms; and other relevant information
- Schedule participants and meeting locations for analysis activities

Acceptance Criteria:
Completion of To-Be Analysis Sessions

Acceptance Review Period:
Seven (7) business days

Phase 1 - Deliverable 4: Digital Plan Room Configuration

The CONTRACTOR will configure the Digital Plan Room and make any modifications to the Accela Civic Platform configuration based on the requirements and determinations agreed upon in Deliverable 3.

The following high-level tasks will be performed:

- Configure Accela Civic Platform standard choices for the Digital Plan Room as defined in the previous Deliverable
- Configure new Accela document types and associated business rules
- Configure Digital Signature validation
- Configure Digital Plan Room EMSE library and required scripts
- Implement custom EMSE scripting as determined during Configuration Analysis
- Design, create and configure Approval Stamps as determined during Configuration

Documentation on the software configuration specific to the County will be provided to the County's administrative and technical team for reference.

CONTRACTOR Responsibilities:
- Providing timely and appropriate responses to County's request for information
- Configuring the solution components as defined in the To-Be Analysis sessions

County Responsibilities:
- Providing timely and appropriate responses to CONTRACTOR's requests for information
- Making available the appropriate County key users and content experts to participate in creating the system to learn about the system (knowledge transfer)
- Working with CONTRACTOR to verify that the system meets the requirements captured in the To-Be Analysis sessions

Acceptance Criteria:
- Configuration documentation provided to County
- The customer has 15 business days to conduct an initial review of the Digital Plan Room configuration. If no changes or comments are requested within 15 days, the deliverable is considered approved by the County. Upon delivery of the County's initial feedback from

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the initial review, CONTRACTOR will complete the necessary changes and updates. The second and final review will have 7 business days for acceptance. Upon delivery of County feedback from the second and final review, CONTRACTOR will complete the necessary changes and updates.

Acceptance Review Period:
Seven (7) business days

PHASE 2: USER ACCEPTANCE TESTING, TRAINING & GO-LIVE PHASE

In this phase, the test deployment will evolve into a fully functioning electronic plan review deployment, guided by feedback and input from County staff. The County's participants are given full access to the deployment created in the previous phase and will conduct "test" electronic plan review workflows using sample data and plans. During this phase, the team will simulate as many real-life conditions and project types as possible to understand the capabilities of the designed workflow. County staff will record any issues to be assessed and corrected as agreed by both parties. Additionally, training sessions are conducted for administrators and end-users, and any additional training documentation is also provided in this phase.

Phase 2 - Deliverable 1: User Acceptance Testing (UAT)
During UAT, the CONTRACTOR will assist the County in testing and validating the configuration and readiness for migration to production. A template test plan that includes general best practices will be provided to the County. In cooperation with the County, the test plan will be refined to align with the County's configuration and business use cases.
After the test plan is completed, the testing effort will commence. This effort will require a significant time commitment from the County. The CONTRACTOR will assist the County through UAT support and address and resolve issues identified during the UAT process as the County's staff carries out the test plan.

Once the entire team reaches a consensus and is confident in the solution, the configuration will be prepared for final migration to production and Go-Live. At this point, a specific Go-live date will be established. UAT will take up to eight (8) weeks, with two (2) to three (3) weeks estimated for UAT script development by the CONTRACTOR, two (2) to three (3) weeks of testing by the County, and two (2) weeks of Critical and High issue resolution by the CONTRACTOR. A change order is required to add more support if the CONTRACTOR's UAT support exceeds two (2) weeks.

For issues classified as Critical or High defects, a support ticket is opened with the company's engineering team using the company's Service Desk process for review and resolution. All Critical and High defects must be resolved before completing UAT. The following defines Critical and High defects:

- **Critical** – Major test case(s) are blocked from successful execution without an available workaround. During dry runs and formal test executions, a test critical defect must have an acceptable workaround or fix as soon as possible.

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- **High** – Significant degradation in primary operational functions or performance/stability. No workaround is available. During dry-runs and formal test executions, a defect categorized as High requires a fix or acceptable workaround as soon as possible.
- **Medium** – Workaround available for total or partial loss of major operational functions. It has a marginal impact on major operational functions.
- **Low** – A system problem that does not prohibit the successful completion of a test. No significantly noticeable impact on system operations.

CONTRACTOR Responsibilities:

- Developing the User Acceptance test scripts
- Providing recommendations on testing strategy and best practices
- Supporting the County in up to two (2) weeks of UAT effort and the validation of the system configuration and its readiness for migration to production for active use
- Resolving all Critical and High defects discovered because of UAT activities

County Responsibilities:

- Providing timely and appropriate responses to the CONTRACTOR's request for information.
- Making available the appropriate County key users and content experts to participate in UAT as defined and managed by County.
- Utilizing the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable.
- Conducting up to three (3) weeks of UAT following the development of test scripts by CONTRACTOR.

Acceptance Criteria:

- Creation of UAT scripts by CONTRACTOR
- Completion of up to two (2) weeks of UAT support by the CONTRACTOR
- Completion of up to three (3) weeks UAT by the County
- Resolution of all Critical and High defects by CONTRACTOR discovered during UAT by County

Acceptance Review Period:

Seven (7) business days

Phase 2 - Deliverable 2: Administrative and Technical Training

The CONTRACTOR will provide training to the County's staff, focusing on the administrative and technical setup, as well as Digital Plan Room administration and configuration. The goal is to educate County staff in all aspects of the Digital Plan Room solution and ensure that they are confident before Go-Live.

The CONTRACTOR will provide remote training sessions that span four (4) hours. County staff are responsible for selecting qualified users for the training, who are critical to Project success. The following topics will be covered as part of the training session:

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- Accela workflow integration
- Plans and Documents upload
- Digital Plan Room roles and mapping to Accela roles
- Digital Plan Room Standard Choices
- Digital Signatures validation
- Approval Stamps creation and deployment

CONTRACTOR Responsibilities:

- Coordinate with the County to define the training schedule and logistics
- Deliver training per the specific requirements listed above

County Responsibilities:

- Select and prepare the power-users who participate in the training and subsequently training end-users
- Arrange the time and qualified people for the training who are critical to the Project success
- Provide suitable County facilities to accommodate various training classes
- Ensure that users are proficient in using PCs in a Windows environment as a prerequisite for the course
- Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course
- Ensure that the users install prerequisite software prior to training

Acceptance Criteria:

Execution of administrative and technical training courses

Acceptance Review Period:

Seven (7) business days

Phase 2 - Deliverable 3: End User Training

The CONTRACTOR will undertake all necessary training to operate electronic plan review processes across relevant departments. Training materials and required training sessions will be developed and conducted.

The CONTRACTOR will provide the following onsite or remote training sessions to the County End Users (Users with non-administrative roles) within the same week:

- One (1) two- (2-) hour session for Intake Specialists/Permit Technicians with the same curriculum for each session
- Two (2) four- (4-) hour sessions for Plan Reviewers/Managers with the same curriculum for each session

It is recommended that each training session be recorded for reference.

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EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS

The course curriculum is as follows:

Intake Specialists/Permit Technician Curriculum

	Description
ePermitHub Digital Plan Room embedded into Accela Citizen Access	• Plan submittal from the customer perspective o Understanding the process, a customer will follow to submit an application and submit plans and supporting documents
	o Review the types of file validation & digital signature validation occurring during submittal and how to interpret any errors o Walkthrough file processing and reviewing the automated sheet numbering. • Resubmittal process from the customer perspective o Reviewing & answering issues from a rejected plan set o Completing the resubmittal of plan addressing the answered issues.
ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	• Plan submittal from a staff perspective when done in-house. • High level review of Plan Reviewer activities o Learn at a high level the steps a plan reviewer will perform and how they affect what the customer will see in Accela Citizen Access

Plan Reviewers/Managers Curriculum

	Description
ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	• Accela workflow and the digital plan room o Learn how the digital platform interacts with the Accela workflow
	• Completing a plan review o Navigating the digital plan room o Overview of the viewer and available tools o Creating issues & markup o Reviewing issues and filtering tools o Sheet versioning o Comparison tools o Stamping • Rejecting plans & requesting revisions • Resubmittals & approving plans • Create print set
	• Overview of Intake Staff usage of the digital plan room o Plan submittal from a staff perspective when done in-house

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	Description
ePermitHub Digital Plan Room embedded into Accela Citizen Access	• Overview of customer usage of digital plan room o Plan submittals and file validation & processing o Reviewing and answering issues contextually from the plan markup

CONTRACTOR Responsibilities:

- Coordinating with the County to define training schedule and logistics
- Providing End User Training as described above

County Responsibilities:

Selecting the course

Acceptance Criteria:

Execution of End User Training course to the County as described above

Acceptance Review Period:

Seven (7) business days

Phase 2 - Deliverable 4: County Constituent Enablement

County Constituents such as the licensed professionals, owners and general public leveraging the ePermitHub Digital Plan Room embedded in Accela Citizen Access will be able to:

- Submit their initial electronic plans and supporting documents
- Respond to Issues related to their plans created by County Plan Reviewers
- Resubmit corrected plan sheets (aka, digital slip sheets)
- Access and print approved documents of their plans

During County Constituent Enablement, the CONTRACTOR co-presents webinar-based training with the County. The County publishes videos to a dedicated Digital Plan Room information page on the County's website.

CONTRACTOR Responsibilities:

- Provide two (2) recorded web-based County Constituent training sessions of one and one-half (1.5) hours each covering the following topics:
  - Plan Submittal
  - File Validation Overview
  - Response to Agency Correction comments
  - Plan Re-submittal

County Responsibilities:

- Creating a dedicated public-facing information web page for related Digital Plan Room videos
- Coordination of the external customer webinar scheduling, registration and launching of the training

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Acceptance Criteria:

- Two (2) web-based County Constituent training sessions of one and one-half (1.5) hour each completed covering the following topics:
  - Plan Submittal
  - File Validation Overview
  - Response to County comments
  - Plan Re-submittal

- Execution of training for County's Constituent as described above

Acceptance Review Period:

Seven (7) business days

Phase 2 - Deliverable 5: Production Planning and Go-Live Migration

During Go-Live Migration and Production Planning, the CONTRACTOR and County will work together to develop both Go-Live Migration and Production Planning documents. The Production Plan details the pre-installation, Accela back-office installation, and Accela Citizen Access installation activities for the Digital Plan Room. The Go-Live Migration Plan details how migration will take place from the County's existing plan review process/solution to the Digital Plan Room solution, including how to handle in process plan review projects.

CONTRACTOR Responsibilities:

- Creating an initial draft of the Go-Live Migration Plan document
- Finalizing Go-Live Migration Plan document with County
- Creating an initial draft of the Production Plan document
- Finalizing Production Plan document with County
- Remote support during Go-Live

County Responsibilities:

- Providing feedback on the initial draft of the Go-Live Migration Plan document
- Providing feedback on the initial draft of the Production Plan document
- Providing technical and functional user support for pre- and post-Go-Live planning, execution, and monitoring
- Providing timely and appropriate responses to Accela's request for information
- Assisting in the development of a Cutover checklist that details the critical tasks that must be accomplished prior to moving to Production
- Making available the appropriate County key users and content experts to participate in user acceptance testing as defined and managed by Agency

Acceptance Criteria:

- Go-Live Migration Plan document finalized
- ePermitHub Digital Plan Room used in the Production environment for daily use

Acceptance Review Period:

Seven (7) business days

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Phase 2 - Deliverable 6: Post-Go-Live and Transition to Standard Accela Technical Support

Upon Go-Live, the County takes ownership of the solution in production and performs the Tier 1 and Tier 2 support functions covering Medium and Low defects as defined above in "Phase 2 - Deliverable 3: UAT". This deliverable consists of the Post Go-Live support assistance the CONTRACTOR provides (Tier 3) to address Critical and High issues, "Phase 2 - Deliverable 3: UAT", and provide consultative advice immediately following the move to Production for daily use.

Additionally, a formal meeting will be scheduled with the County, the CONTRACTOR Professional Services Team, and the CONTRACTOR Technical Support to transition support of future issues and questions from the County to the CONTRACTOR Technical Support program.

In terms of specific output, the following will be executed for this deliverable:

- Six (6) weeks of Post-Go-Live Support
- Finalized post-production issues list
- Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT"
- The transition of support from the Professional Services team to CONTRACTOR Technical Support for ongoing support

CONTRACTOR Responsibilities:

- Daily 30-minute standing calls for first two (2) weeks following Go-Live
- Two 30-minute standing calls per week for the second two (2) weeks following Go-Live
- One 30-minute standing call per week for the third two weeks (2) following Go-Live
- Transfer ongoing support of the County to the CONTRACTOR Technical Support program

County Responsibilities:

- Provide technical and functional user support for post-production support and monitoring
- Develop and maintain a Post-Production Issues List
- Provide timely and appropriate responses to the CONTRACTOR's request for information
- Following the post-Go-Live support period, the County will submit Production technical support issues through the CONTRACTOR Service Desk process for review and resolution

Acceptance Criteria:

- Six (6) weeks of Post Go-Live support provided
- Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT" discovered during Post Go-Live support period
- Transfer meeting regarding ongoing support of the County to the CONTRACTOR Technical Support program conducted

Acceptance Review Period:

Seven (7) days

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Risk and Issue Management

Project risks are characteristics, circumstances, or features of the Project environment that may have an adverse effect on the Project or the quality of its deliverables. Known risks identified with this Project have been included below. A plan will be put into place to mitigate the impact of each risk on the Project.

1. Current process As-Is documentation details are not enough to understand differences in future software state.
2. The gap analysis may identify additional functionality not represented during the pre-contracting process, causing an increase in scope and/or budget.
3. The integration scope is altered and extended, causing go-live issues.
4. Test plans not detailed enough to handle all business needs.
5. Equipment needed to run the software is not identified or available at the County site.
6. County staff availability for User Acceptance testing.
7. County staff availability for training.
8. County organizational change management not thorough enough to gain acceptance of new software.
9. Dependency on the Accela configuration that is required for the ePermitHub solution (i.e., configured base record types including fees, workflows, intake forms, etc.).

To mitigate and resolve Project risks, the CONTRACTOR team will:

- Develop and maintain a Risk and Issues Management tracker to maintain collaboration between the County Project leadership, Accela and CONTRACTOR implementation team.
- Work with the County in order to resolve or mitigate risks or issues with the objective of not compromising Project deliverables
- Escalate Risks and Issues when necessary to the appropriate County team leadership

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed $4,849,536.39 for the performance of all things necessary for or incidental to the performance of work as set forth in this Amendment 6. CONTRACTOR'S compensation for Professional Services related to implementation of ePermitHub during Year 1 per this Amendment 6 shall not exceed $20,000. In addition, CONTRACTOR'S compensation for ePermitHub Subscription fees and Professional Services for implementation shall be based on the following rates or in accordance with the following terms:

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EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS

Pricing Summary				
		Subscription Services for ePermitHub Digital Plan Room	Professional Services for Implementation	Net Total
Year 1	12/01/25-06/30/26	$23,333.33	$20,000.00	$43,333.33
Year 2	07/01/26-06/30/27	$40,000.00		$40,000.00
Year 3	07/01/27-06/30/28	$50,000.00		$50,000.00
Year 4	07/01/28-06/30/29	$55,000.00		$55,000.00
Year 5	07/01/29-06/30/30	$65,000.00		$65,000.00
			Total	**$253,333.33**

Costs for Professional Services related to implementation of ePermitHub during Year 1, per this Amendment 6 will be invoiced separately from the annual ePermitHub subscription fees. Professional Services implementation invoices will be submitted during Year 1 at the completion of Phase 1 for $10,000 and completion of Phase 2 for $10,000 for a total Professional Services fees of $20,000.

This Amendment 6 does not include provisions for travel as the County does not require onsite resources. Should the County require onsite resources, travel to the County site shall not occur unless a signed Change Order with applicable terms and conditions has been executed prior to travel.

CONTRACTOR believes that the cost charged for ePermitHub Services under the terms of this contract are not in excess of those charged any other client for the same ePermitHub Services performed by the same individuals. In particular, Year 1 is at a 39% discount, Year 2 is at a 41% discount, Year 3 is at a 30% discount, Year 4 is at a 27% discount, and Year 5 is at an 18% discount.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly, promptly, and in accordance with Paragraph 6, "Payment Conditions," of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number. Invoices shall be submitted either by mail or in Portable Document Format (PDF) to:

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at **(831) 755-4800** or via email to 194-HCD-Finance@countyofmonterey.gov.

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EXHIBIT A-5 – SCOPE OF WORK/PAYMENT PROVISIONS

Notwithstanding anything to the contrary, CONTRACTOR is not assigning any intellectual property to County under this Agreement and, with the exception of Professional Services, Subscription Services are not subject to any acceptance.

County may, in its sole discretion, terminate this Amendment 6 for ePermitHub or withhold payments claimed by CONTRACTOR for Professional Services rendered under this Amendment, if CONTRACTOR fails to comply with any term or condition of this Agreement relating to ePermitHub and does not cure such non-compliance within thirty (30) days after receiving written notice. In such case of termination, and notwithstanding anything to the contrary, CONTRACTOR shall be paid for all work performed up to the date of termination. No refunds shall be issued for any amounts paid for work already performed and Subscription Services fees.

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

No payments in advance of Professional Services or in anticipation of Professional Services to be provided under this Agreement shall be made by the County.

Pricing is based upon payment by ACH and check. Payment by credit card (including purchase cards) for product and services in this Agreement will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

The County shall not pay any claims for payment for Professional Services submitted more than twelve (12) months after the calendar month in which the Professional Services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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Attachment B

Amendment Nos. 1-4 to Agreement A-14427
with Accela, Inc.

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AMENDMENT NO. 1
TO NON-STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ACCELA, INC.

THIS AMENDMENT NO. 1 to Non-Standard Agreement No. A-14427 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Accela, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Non-Standard Agreement No. A-14427 with County on June 27, 2019 (hereinafter, "Agreement") to provide implementation, hosting and maintenance for the subscription services for the Accela software product (hereinafter, "services") through June 30, 2022 for an amount not to exceed $1,000,026.15; and

WHEREAS, County has a continued need for services; and

WHEREAS, the Business Automobile Liability Insurance provision of the Agreement requires an update; and

WHEREAS, the Parties wish to amend the original scope of the Agreement to include maintenance and support to the Civic Insight Software Application; and

WHEREAS, additional funding is necessary; and

WHEREAS, the Parties wish to amend the Agreement to update the Business Automobile Liability Insurance provision and include maintenance and support to the Civic Insight Software Application and increase the amount by $18,971.16 for a total amount not to exceed $1,018,997.31 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 1.01, of Section 1.0, "General Description", to read as follows:

   The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A and A-1 in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: Provide implementation, hosting and maintenance for the subscription services for the Accela software product, and include maintenance and support to the Civic Insight Software Application.

2. Amend Paragraph 2.01, of Section 2.0, "Payment Provisions", to read as follows:

County shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $1,018,997.31.

3. Amend Section 4.0, "Scope of Services and Additional Provisions", by adding "Exhibit A-1, Scope of Services/Payment Provisions for Maintenance and Support to the Civic Insight Software Application".

4. Amend the Business Automobile Liability Insurance section of Paragraph 9.03 under Section 9.0, "Insurance Requirements", to read as follows:

Business Automobile Liability Insurance, covering all motor vehicles, including leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

5. Invoices under this Agreement shall be submitted in accordance with Section 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, MYA#3000*4490, services and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: 1/27/2020

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____
Brian P. Briggs
Deputy County Counsel

Date: 1-20-20

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 1/22/2020

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____

Name: Leslie J. Girard

Title: 1/31/20

Date: _____

CONTRACTOR*

Accela, Inc.
Contractor's Business Name

By: _____
(Signature of Chair, President or Vice President)

Its: David Kwan, Vice President/Controller
(Print Name and Title)

Date: Jan 2, 2020

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: CLO + Treasurer
(Print Name and Title)

Date: 01/02/2020

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

MAINTENANCE AND SUPPORT TO THE CIVIC INSIGHT SOFTWARE APPLICATION

Year	Term in Months	Standard Annual Fee	Discount	Adjusted Annual Fee
6 (Partial) (1/16/20 – 6/30/20)	5.49	$7,400.00	0%	$3,385.09
7 (1 year) (7/1/20 – 6/30/21)	12	$7,659.00	0%	$7,659.00
8 (1 year) (7/1/21 – 6/30/22)	12	$7,927.07	0%	$7,927.07
			TOTAL:	**$18,971.16**

Amendment No. 2 to Agreement A-14427
with Accela, Inc.

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-14427; Amendment No.: 2
a. Approve Amendment No. 2 to Agreement No. A-14427 with Accela, Inc., to continue to provide implementation, hosting and maintenance for the subscription services for the Accela software product ("services"), to increase the not to exceed amount by $89,749 for a total not to exceed amount of $1,108,746, extending the agreement an additional three (3) years for the revised term from July 1, 2019 through June 30, 2025;
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 and future amendments to the Agreement where the scope of work is not changed significantly and do not exceed ten percent (10%) of the total Agreement amount.

PASSED AND ADOPTED on this 26th day of April 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 26, 2022.

Dated: May 3, 2022
File ID: A 22-140
Agenda Item No.: 63

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

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AMENDMENT NO. 2
TO NON-STANDARD AGREEMENT
BETWEEN THE COUNTY OF MONTEREY AND
ACCELA, INC.

THIS AMENDMENT NO. 2 to Non-Standard Agreement No. A-14427 between the County of Monterey, a political subdivision of the State of California ("County") and Accela, Inc. ("CONTRACTOR"), is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Non-Standard Agreement No. A-14427 with the County on June 27, 2019 ("Agreement") to provide implementation, hosting and maintenance for the subscription services for the Accela software product ("services") through June 30, 2022 for an amount not to exceed $1,000,026.15;

WHEREAS, the Agreement was amended by the Parties on January 27, 2020 ("Amendment No. 1") to extend the term for three (3) additional years through June 30, 2022 and to increase the amount by $18,971.16 for an amount not to exceed $1,018,997.31;

WHEREAS, on October 30, 2020, the Resource Management Agency (RMA) was dissolved and Housing and Community Development Department (HCD) was created;

WHEREAS, the County has a continued need for services; and

WHEREAS, the Parties wish to amend the Agreement to extend the term three (3) additional years through June 30, 2025 and increase the amount by $89,749.54 for a total amount not to exceed of $1,108,746.85 to allow CONTRACTOR to continue to provide services.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 2.01, "PAYMENT PROVISIONS," to read as follows:

   County shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, and A-2 subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $1,108,746.85

2. Amend the first sentence of Section 3.0, "TERM OF AGREEMENT," 3.01, to read as follows:

   The term of this Agreement is from July 1, 2019 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement.

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3. Add to Section 4.0, SCOPE OF SERVICES AND ADDITIONAL PROVISIONS, to read as follows:

   Exhibit A-2 Scope of Services/Payment Provisions

4. Amend Section 14.0, NOTICES, 14.01 as follows:

   FOR COUNTY:
   Kathy Nielsen, Management Analyst II
   County of Monterey
   Housing and Community Development Department
   1441 Schilling Place, South 2nd Floor
   Salinas, CA 93901
   (831) 755-4832
   194-HCD-Contracts@co.monterey.ca.us

5. In all places within the Agreement, any reference to the Resource Management Agency (RMA) is hereby replaced with Housing and Community Development (HCD).

6. In all places within the Agreement, any reference to County's email address of RMA-Finance-AP-GP@co.monterey.ca.us for invoicing is hereby replaced with 194-HCD-Finance@co.monterey.ca.us.

7. All invoices shall reference the Project name and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@co.monterey.ca.us:

   County of Monterey
   Housing and Community Development – Finance
   1441 Schilling Place, South 2nd Floor
   Salinas, California 93901-4527

   Any questions pertaining to invoices under this Agreement should be directed to the HCD Finance Division at (831) 755-4800 or via email to: 194-HCD-Finance@co.monterey.ca.us.

8. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

9. This Amendment No. 2 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B741937AA0D418... Contracts/Purchasing

Date: 5/6/2022

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Kelly L. Donlon 22D690CA05A940B... Kelly L. Donlon
Assistant County Counsel

Date: 3/25/2022

Approved as to Fiscal Provisions

By: DocuSigned by: Joey Nolasco F60C442ED05B43... Auditor/Controller

Date: 3/29/2022

Approved as to Liability Provisions[3]
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel

By: _____
Danielle P. Mancuso
Risk Manager

Date: _____

CONTRACTOR*

Accela, Inc.
Contractor's Business Name

By: DocuSigned by: Brad Leahy 20C6B972FA3343B... (Signature of Chair, President or Vice President)

Brad Leahy, Vice President
(Print Name and Title)

Date: 3/25/2022

By: DocuSigned by: Aaron Haggarty A0449D9283344D6... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Aaron Haggarty, Secretary
(Print Name and Title)

Date: 3/25/2022

County Board of Supervisors' Agreement Number:_____approved on_____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1] Approval by County Counsel is required.
[2] Approval by Auditor-Controller is required.
[3] Approval by Risk Management is required only if changes are made in paragraph 8 or 9.

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EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Accela, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

Year 1 Service Costs
July 1, 2022 through June 30, 2023

Services	Price	Quantity	Net Total
Multi Solution User	$2,039.68	175	$356,943.51
>Accela Building – SaaS			
>Accela Planning – SaaS			
>Accela Business Licensing – SaaS			
>Accela Environmental Health – SaaS			
>Accela Cannabis licensing - SaaS			
		TOTAL	**$356,943.51**

Year 2 Service Costs
July 1, 2023, through June 30, 2024

Services	Price	Quantity	Net Total
Multi Solution User	$2,111.07	175	$369,436.53
>Accela Building – SaaS			
>Accela Planning – SaaS			
>Accela Business Licensing – SaaS			
>Accela Environmental Health – SaaS			
>Accela Cannabis Licensing - SaaS			
		TOTAL	**$369,436.53**

Year 3 Service Costs
July 1, 2024, through June 30, 2025

Services	Price	Quantity	Net Total
Multi Solution User	$2,184.95	175	$382,366.81
>Accela Building – SaaS			
>Accela Planning – SaaS			
>Accela Business Licensing – SaaS			
>Accela Environmental Health – SaaS			
>Accela Cannabis Licensing - SaaS			
		TOTAL	**$382,366.81**

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EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

Pricing Summary

Period	Net Total
Year 1	$356,943.51
Year 2	$369,436.53
Year 3	$382,366.81
TOTAL	**$1,108,746.85**

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed $1,108,746.85 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions," of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@co.monterey.ca.us:

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to 194-HCD-Finance@co.monterey.ca.us:

Amendment No. 3 to Agreement A-14427
with Accela, Inc.

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-14427, Amendment No.:3
a. Approved Amendment No. 3 to Agreement No. A-14427 with Accela, Inc., to correct the not to exceed amount from $1,108,746.85 to $2,127,744.16 retroactively to July 1, 2022, to continue to provide implementation, hosting and maintenance for the subscription services for the Accela software product ("services") with no change in the term from June 27, 2019 through June 30, 2025 or to the Scope of Services;
b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 3 and future amendments to the Agreement where the scope of work is not changed significantly and do not exceed ten percent (10%) of the total Agreement amount.

PASSED AND ADOPTED on this 26th day of July 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 26, 2022.

Dated: July 28, 2022
File ID: 22-418
Agenda Item No.: 53

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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AMENDMENT NO. 3
TO NON-STANDARD AGREEMENT
BETWEEN THE COUNTY OF MONTEREY AND
ACCELA, INC.

THIS AMENDMENT NO. 3 to Non-Standard Agreement No. A-14427 between the County of Monterey, a political subdivision of the State of California ("County") and Accela, Inc. ("CONTRACTOR"), is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Non-Standard Agreement No. A-14427 with the County on June 27, 2019 ("Agreement") to provide implementation, hosting and maintenance for the subscription services for the Accela software product ("services") through June 30, 2022 for an amount not to exceed $1,000,026.15;

WHEREAS, the Agreement was amended by the Parties on January 27, 2020 ("Amendment No. 1") to extend the term for three (3) additional years through June 30, 2022 and to increase the amount by $18,971.16 for an amount not to exceed $1,018,997.31;

WHEREAS, on October 30, 2020, the Resource Management Agency (RMA) was dissolved and the Housing and Community Development Department (HCD) was created;

WHEREAS, the Agreement was amended by the Parties on May 6, 2022 ("Amendment No. 2") to extend the term three (3) additional years through June 30, 2025 and to increase the amount by $89,749 for an amount not to exceed $1,108,746.85;

WHEREAS, the County has a continued need for services; and

WHEREAS, the Parties wish to amend the Agreement to correct the not to exceed amount from $1,108,746.85 to $2,127,744.16, an increase of $1,108,997.31, with no change to the contract term or scope of services to allow the CONTRACTOR to continue to provide services;

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 2.01, "PAYMENT PROVISIONS," to read as follows:

   County shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, and A-2 subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $2,127,744.16.

2. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

3. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

DocuSign Envelope ID: 58032FED-2992-4F16-9FD3-982034343BAF

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson 7B741937AA0D4CB... Contracts/Purchasing

Date: 7/28/2022

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Kelly L. Donlon 22D690CA05A940B... Kelly L. Donlon
Assistant County Counsel

Date: 7/15/2022

Approved as to Fiscal Provisions

By: DocuSigned by: Gary Gibeney D3834BFEC1D8449... Auditor/Controller

Date: 7/15/2022

CONTRACTOR*

Accela, Inc.
Contractor's Business Name

By: DocuSigned by: Brad Leahy 03393972FA3343B... (Signature of Chair, President or Vice President)

Brad Leahy, Vice President
(Print Name and Title)

Date: 7/13/2022

By: DocuSigned by: Aaron Haggarty A0419D926344D8... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Aaron Haggarty, Secretary
(Print Name and Title)

Date: 7/14/2022

County Board of Supervisors' Agreement Number:_____approved on_____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1] Approval by County Counsel is required.
[2] Approval by Auditor-Controller is required.
[3] Approval by Risk Management is required only if changes are made in paragraph 8 or 9.

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Amendment No. 4 to Agreement A-14427
with Accela, Inc.

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-14427 ; Amendment No.: 4
a. Approve Amendment No. 4 to Professional Services Agreement No. A-14427 with Accela, Inc., to continue to provide implementation, hosting and maintenance for the subscription services for the Accela software product ("services") for permit tracking, to increase the not to exceed amount of $2,127,745 by $250,000 for a new total amount not to exceed $2,377,745, and to amend the scope of work with no extension to the term of July 1, 2019, to June 30, 2025;
b. Authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 4 to Professional Services Agreement No. A-14427 and future amendments to the Agreement where each amendment does not significantly alter the scope of work or increase the approved Agreement amount by more than 10% ($237,775), subject to review and approval as to form by the Office of the County Counsel and as to fiscal provisions by the Auditor-Controller's Office; and
c. Authorize the Auditor-Controller to amend the Fiscal Year 2023-24 Adopted budget to increase appropriations by $167,000 funded by an increase in revenue in Fund 001, Appropriation Unit HCD002, Unit 8543. (4/5ths vote required)

PASSED AND ADOPTED on this 29th day of August 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting August 29, 2023.

Dated: August 30, 2023
File ID: A 23-410
Agenda Item No.: 42

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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AMENDMENT NO. 4
TO STANDARD AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY AND
ACCELA, INC.

THIS AMENDMENT NO. 4 to Standard Agreement No. A-14427 between the County of Monterey, a political subdivision of the State of California ("County") and Accela, Inc. ("CONTRACTOR"), is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Non-Standard Agreement No. A-14427 with the County on June 27, 2019 ("Agreement") to provide implementation, hosting and maintenance for the subscription services for the Accela software product ("services") through June 30, 2022 for an amount not to exceed $1,000,026.15;

WHEREAS, the Agreement was amended by the Parties on January 27, 2020 ("Amendment No. 1") to extend the term for three (3) additional years through June 30, 2022 and to increase the amount by $18,971.16 for an amount not to exceed $1,018,997.31;

WHEREAS, on October 30, 2020, the Resource Management Agency (RMA) was dissolved and the Housing and Community Development Department (HCD) was created;

WHEREAS, the Agreement was amended by the Parties on May 6, 2022 ("Amendment No. 2") to extend the term three (3) additional years through June 30, 2025 and to increase the amount by $89,749 for an amount not to exceed $1,108,746.85;

WHEREAS, the Agreement was amended by the Parties on July 28, 2022 ("Amendment No. 3") to correct the not to exceed amount from $1,108,746.85 to $2,127,744.16 with no change to the contract term or scope of services;

WHEREAS, the County continues to use Accela Software Subscription Services to track and manage permitting and planning documents, payments, and staff time;

WHEREAS, Accela is offering Managed Application Services to enhance the day-to-day management of the County's Accela SaaS platform application; and

WHEREAS, the Parties wish to further amend the Agreement to add the additional tasks to the scope of services and increase the Agreement amount by $250,000 for a new not to exceed amount of $2,377,744.16 with no change in the term of the Agreement to allow CONTRACTOR to continue to provide services.

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NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 1.0, "GENERAL DESCRIPTION," to read as follows:

   The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2, and **A-3** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:
   Provide implementation, hosting, and maintenance for the subscription services for the Accela software product; **install, manage, and support Managed Application Services.**

2. Amend Section 2.01, "PAYMENT PROVISIONS," to read as follows:

   County shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2, and **A-3** subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **$2,377,744.16**.

3. Amend Section 4.01, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS," to read as follows:

   Exhibit A-3 Scope of Services/Payment Provisions

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

5. This Amendment No. 4 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Angelica Rueles 4DFC1176E... Contracts/Purchasing Officer

Date: 9/1/2023

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Kelly L. Donlon 22D690CA05A940... Kelly L. Donlon
Assistant County Counsel

Date: 8/15/2023

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE... Auditor/Controller

Date: 8/15/2023

CONTRACTOR*

Accela, Inc.
Contractor's Business Name

By: DocuSigned by: Brad Leahy 6386572FA3543E... (Signature of Chair, President or Vice President)

Brad Leahy, Vice President
(Print Name and Title)

Date: 8/10/2023

By: DocuSigned by: Aaron Haggarty A0449D928... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Aaron Haggarty, Secretary
(Print Name and Title)

Date: 8/15/2023

County Board of Supervisors' Agreement Number:_____approved on_____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1] Approval by County Counsel is required.
[2] Approval by Auditor-Controller is required.
[3] Approval by Risk Management is required only if changes are made in paragraph 8 or 9.

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EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Accela, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

A.1 Basic System Administration Activities

Managed Application Services (MAS) includes both Basic and Advanced administration activities. This section includes those basic and advanced administration tasks and are detailed in the following section.

- Ticketing intake/entry from named County Contacts
- MAS Ticket monitoring and oversight
- CONTRACTOR Support team ticket routing and oversight for required support items
- Creation of Accela platform user accounts
- Disabling/deleting of Accela platform user accounts
- Password Changes for Accela platform user accounts
- Adding/modifying Accela platform user permissions and groups (limited to two (2) per month)
- Service pack testing support

A.2 Advanced System Administration Activities

- Escalation for advanced troubleshooting needs of in-scope items
- Proactive guidance on agency-led testing for major releases
- Optimization Assessment and Road Map (twice annually)
- Periodic Solution Releases (limited to one (1) quarterly release
- Adding new workflows
- Modifications of existing workflows
- Business rule automation development and modifications
- Fee calculation development and modifications
- Urgent configuration issue resolution
- Development and modification of reports
- Advanced scripting and automation of existing configuration
- Enhancements to existing integrations (limited to one (1) quarterly release)
- Implementation of new product features (limited to one (1) quarterly release)

A.3 Managed Application Services System Enhancement Requests

Supported Frequency of Periodic System Enhancements - The MAS team will support (1) quarterly release for customer enhancements. The following list denotes all activities supported in the quarterly enhancements.

- Configuration changes to add/modify workflows

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- Configuration changes to develop/modify/automate business rules
- Configuration changes to develop/modify fee calculations
- Development and modification of reports
- Advanced scripting and automation of existing configuration

A.4 Scope of Services Supported in Periodic System Enhancements

CONTRACTOR shall work with the County on a prioritized list of items to be included in the upcoming quarterly release as well as what will be deferred to later enhancement release cycles.

The scoping and estimating process of what can be included within the quarterly release is the sole discretion of the MAS team and other pertinent CONTRACTOR staff as needed. Any urgent requirement that would push the scope of the quarterly enhancements beyond what is deemed feasible by the MAS team will require a separate professional services engagement.

A.5 Out of Scope Activities

For the purposes of clarity and without limitation, the activities listed below are considered outside of the MAS scope. All out-of-scope services shall be subject to additional professional services fees and delivered only upon mutual agreement of the parties.

- Implementation of new record types
- Implementation of new integrations (interfaces)
- On-site support
- Customer's end-user support
- Customer end-user helpdesk ticketing intake or processing
- Creation of any intellectual property

A.6 Managed Application Services Ticket Management

This section covers the MAS service request ticketing, escalation processes and management.

1. Access to the MAS Team

County may designate up to four (4) named employees (the "County Contacts") to open, escalate and close out tickets. Only County Contacts will have the ability to open tickets and interact with the MAS team. County Contacts will have responsibility to manage any end user interactions and pass such information to the MAS team.

1.1 Responsibilities of County Contacts

- Opening all MAS requests via the Accela Success Community online portal, email submission or phone call options
- Handling all helpdesk and direct end-user support activities
- Overseeing the County’s support case activity, working with the MAS team to help as needed to replicate reported system issues during the troubleshooting process

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- Completing the Administrator Training offered as part of CONTRACTOR's implementation and adoption programs
- Possessing a sufficient working knowledge of the County's configured solution enabling them to provide detailed and accurate information to the MAS team in the tickets and,
- Assisting CONTRACTOR in replication of reported issues and further triaging of. issues, as needed

2. Creation, Escalation and Closing of MAS Tickets

MAS help tickets can be opened via one of the three (3) following methods detailed below. MAS staff will be available to provide services, in English, to County Contacts from 4:00 a.m. until 6:00 p.m. Pacific Standard Time, Monday through Friday, excluding CONTRACTOR's observed holidays ("MAS Service Hours"). Regardless of method of submission, tickets shall be addressed using reasonable commercial efforts during MAS Service Hours.

- **Telephone.** County Contacts may submit tickets by calling **-1 (888) 722-2352, extension 5** during the MAS Service Hours.
- **E-mail.** Tickets may be created twenty-four (24) hours per day, seven (7) days per week by sending an email to the dedicated support/MAS email box - mas@accela.com.
- **Community Portal.** Tickets may further be created, tracked and managed twenty-four (24) hours per day, seven (7) days per week via the Accela Success Community Portal, located at http://success.accela.com/s/.
- Specific response, isolation and resolution times will be mandated by the appropriate Service Level Objective that applies to the MAS ticket in question as noted in this document. Both email and portal availability may be subject to system maintenance interruption from time to time, and CONTRACTOR shall make commercially reasonable efforts to **inform customers in advance of such maintenance.**

Notwithstanding the forgoing, to enable a timely response of Severity 1 and Severity 2 issues, customers are required to submit such issues via Telephone and such tickets submitted through other means will not be responded to in accordance with the targeted response times and not subject to the applicable Service Level Agreements (SLAs).

A.7 Managed Application Services Service Level Objectives

This section covers the service levels associated with the MAS. This section will solely be focused on the service level objectives that cover the Managed Application Service and all other SLAs for Standard and Preferred Support will be covered under those separate documents.

1. Prioritization of Tickets

Tickets will be worked in order of priority. Priorities are established by the MAS team on a per ticket basis depending on a variety of factors, for example, severity, scope of impact, and Service Level Agreements/Targets (SLAs/SLTs).

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2. **Investigation and Diagnosis of Reported Incidents**
   The MAS team will investigate and diagnose to determine the cause of the incident. Once the cause has been identified, the MAS team will update the ticket with the pertinent troubleshooting information and then proceed to the resolution phase.

3. **Resolution/Workaround of Reported Incidents**
   After the incident cause has been identified, the MAS team will work to resolve the incident. The resolution process includes actions taken by the MAS team to restore functionality or implement a workaround. The MAS team may incorporate workaround solutions to restore substantial or partial functionality depending upon the complexity of the required resolution. In this case, the incident will remain open until resolved or closed by request of the customer. If the identified solution to a reported incident requires a substantive change to the customer's environment and a workaround has been provided, CONTRACTOR reserves the right to downgrade the severity of the ticket once that resolution has been identified and communicated to the County Contacts until the resolution can be implemented (i.e., a given resolution that requires quarterly service packs, product release upgrades, etc.)

4. **Upgrading/Downgrading Severity Levels**
   If, during the process of working a customer MAS ticket, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the customer's environment, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact at CONTRACTOR's reasonable discretion. If the current priority of the MAS ticket requires a change in severity level, the County will be notified of this change by the MAS team in the form of an update to the ticket.

Service Level Targets – Initial Ticket Response Time and Resolution/Workaround			
Priority Level	Initial Response Time Target	Resolution/Work Around Target	Business Impact Implications
Severity 1 (critical)	1 Hour*	1 Business Day**	High impact on the affected application or service with no acceptable bypass or workaround as defined by the key users.
Severity 2 (high)	4 Hours*	2 Business Days**	System or service functionality has become limited or is working at marginally degraded capacity or performance for multiple users AND no acceptable bypass or workaround exists, as defined by the key users **OR** A critical function single user is unable to use a system/service or a component of a system/service that is necessary to perform critical work activity.

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Severity 3 (Medium)	8 Hours*	10 Business Days**	A single user is unable to use a system/service or a component of a system/service that is necessary to perform primary work activities **OR** A system or service has encountered a non-critical issue with minimal loss of functionality or is working at minimally degraded capacity or performance.
Severity 4 (Low)	24 Hours*	Scheduled for Periodic Qtrly Releases**	Report of event not impacting work efficiency of a single user **OR** Any standard service request

*Response times are MAS Service Hours. Severity Level 1 and 2 cases must be submitted via telephone. Severity Level 1 and 2 target initial response times do not apply to cases submitted electronically.
**Issue Isolation and Remediation time objectives are 14x5 on standard working days.

A.8 Managed Application Services Change Management Procedures

This section covers how the MAS team will work with the named County Contacts to ensure that all support and enhancement activities align with the CONTRACTOR's change control process for all configurations, updates, and fixes.

1. Scope of MAS Team Change Control Process

The MAS team will work with the named County Contacts to relay all pertinent information related to the CONTRACTOR change control process and the timing of any pertinent yearly updates and service pack releases. It will be the sole responsibility of the County Contacts to take the information supplied by the MAS team to update other customer staff or change control processes as required to adhere to stated customer policies for change control and configuration management.

The MAS team will not be responsible for directly interacting with customer's change control or configuration management processes and a customer contact will be required to facilitate any internal change control processes and related messaging.

2. MAS Team and Accela Config and Release Management Control

Once customer onboarding is complete, the MAS team will take over the management of any Accela platform-related changes and configuration updates. Any changes proposed by the customer will be required to be approved by the MAS team so that they can ensure any pertinent configuration changes and updates will adhere to the Accela change control and configuration management process _and best practices. Any changes to the County's Accela Platform environment that are not *vetted* by the MAS team and have an adverse effect on the customer's Civic Applications or overall operating environment are outside the scope of the MAS.

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A.9 Managed Application Services Continual Service Improvement (CSI) Process

This section covers the scope of services related to the MAS team's CSI process. This CSI process is intended to create standardized communication and review cadences to ensure the MAS team is both receiving and providing feedback for service and platform improvement.

To facilitate continual improvement of the County's systems and operations, CONTRACTOR will perform the following:

- Bi-Annual Platform Assessments and Recommendations
- Monthly Service Reviews

1. Supported Frequency and Scope of Bi-Annual Platform Assessments

As a part of the scope of included services for the MAS, the MAS team will support two (2) annual platform assessment and recommendation sessions. These assessment and review sessions will focus on the following core components:

- Adoption of CONTRACTOR's best practice standards
- Automation that will minimize work required by the County
- Utilization of new features to provide a better user experience

2. Review and Execution of the Assessment and Roadmap Findings

Upon completion of the (2) annual assessment and roadmaps, the MAS team will schedule a time to review the findings with the County Contacts. Upon completion of each review, the MAS team will work with the named County Contacts to decide what, if any, of the findings contained in the bi-annual assessment should be implemented.

Assessment items selected will be added to that rolling list of improvements and will be addressed during the next subsequent quarterly release. Any items deemed not in scope may be addressed with a Professional Services engagement.

3. Standard MAS Service Review and Tuning Cadences

The CONTRACTOR's MAS team will schedule bi-weekly standing meetings with the named County Contacts. This bi-weekly cadence will be used to address any items of concern that may need to be adjusted over time to ensure the best customer experience for the County. The following list includes the supported agenda items for these review and tuning cadences:

- Review of currently opened MAS support tickets and pertinent progress
- Review of current priority for tickets for any upgrade/downgrade of severity levels required
- Review and update System Enhancement list
- Review required changes to the communication structure moving forward between the MAS team and the named County Contacts, such as:

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- Setting appropriate severity levels for tickets;
- Review of pertinent engagement methods for specific severity levels (always call for sevl/sev2, for instance)

A.10 General Managed Application Services Assumptions

This section notes any other peripheral assumptions that should be noted as a part of the MAS offering.

1. **Customer Cooperation**
   CONTRACTOR must be able to reproduce errors to resolve them. The County agrees to reasonably cooperate and work closely with CONTRACTOR to reproduce errors, including conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by CONTRACTOR, or providing information as reasonably requested and appropriate. CONTRACTOR may access County Contacts account and/or an admin account and/or County's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities, or implementation of fixes or updates previously provided by CONTRACTOR.

2. **Third Party Product Support**
   CONTRACTOR disclaims all support obligations for such third-party software, unless expressly specified by CONTRACTOR in Customer's Agreement.

3. **Named MAS Team Account Lead**
   CONTRACTOR will provide a named team representative for any MAS customers. The named MAS team member will act as a lead for the account, have knowledge of the customers system, provide oversite for any support cases created with CONTRACTOR, and will actively participate in any assessment and review cadences.

4. **Peripheral Online Support Material**
   Available twenty-four (24) hours, seven (7) days a week, CONTRACTOR will make available to Customers certain archived software updates and other technical information in CONTRACTOR's online support databases for their reference.

5. **MAS General Service Exclusions**
   The following Support Exclusions are not covered by this Managed Application Services Policy:
   - MAS assistance required due to Customer's or any End User's or third party's misuse of the Services.
   - MAS assistance during times outside of CONTRACTOR's regular business hours stated above.

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- MAS assistance necessitated by external factors outside of CONTRACTOR's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point.
- MAS assistance of or caused by customizations (if outside of CONTRACTOR's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User.
- MAS assistance of or caused by Customer's or any End User's or third party's equipment, software or other technology (other than third party equipment within CONTRACTOR's direct control).
- MAS assistance to resolve or workaround conditions which cannot be reproduced in CONTRACTOR's support environment beyond a commercially reasonable effort.
- Support of any software add-ons supplied together with the Service (except where specifically referenced in the MAS Agreement).
- Any support services falling within these Support Exclusions may be provided by CONTRACTOR at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by CONTRACTOR.
- **PLEASE NOTE: CUSTOMERS MIGRATING FROM ON-PREM TO SAAS:**
  FOR CUSTOMERS MIGRATING FROM ON-PREM TO SAAS, ELEMENTS OF MANAGED APPLICATION SERVICE THAT RELY ON ACCELA'S SAAS SERVICE, AS DELINEATED IN THE SUBSCRIPTION SERVICE AGREEMENT, ARE APPLICABLE ONLY UPON COMPLETION OF THE MIGRATION AND PRODUCTION-USE OF CUSTOMER'S SOLUTION WITHIN THE ACCELA SAAS CLOUD. WHILE OPERATING ACCELA SOFTWARE ON PREMISE THE AGENCY IS RESPONSIBLE FOR RELATED SERVER, NETWORK, GIS ADMINISTRATION. THE MAS SERVICES THAT ARE EXCLUDED FROM THIS INTERIM PERIOD INCLUDE:
  - ANY SERVICE LEVEL AGREEMENTS OR SERVICE LEVEL TARGETS
  - ANY SYSTEM ENHANCEMENTS
  - ANY IMPLEMENTATION OF NEW PRODUCT FEATURES

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed $2,377,744.16 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

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Services	Year	Start Date	End Date	Term (Months)	Price	Net Total
Managed Application Services	1	10/23/2023	10/22/2024	12	$250,000	$250,000

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions," of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@co.monterey.ca.us:

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to 194-HCD-Finance@co.monterey.ca.us:

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

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EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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Amendment No. 5 to Agreement A-14427
with Accela, Inc.

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Glenn Church to:

Agreement No.: A-14427 ; Amendment No.: 5
a. Approve Amendment No. 5 to Standard Agreement A-14427 with Accela, Inc., to continue providing implementation, hosting and maintenance for the subscription services for the Accela permit tracking software product, ("services"), increase the not to exceed amount of $2,377,745 by $2,218,459 for a new Agreement amount of $4,596,204, and extend the term of the agreement five years to June 30, 2030; and
b. Authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 5 to Standard Agreement A-14427 and future amendments to the Agreement where each amendment does not significantly alter the scope of work or increase the approved Agreement amount by more than 10% ($459,621), subject to review by the Office of the County Counsel as to form and the Auditor-Controller's Office as to fiscal provisions.

PASSED AND ADOPTED on this 20th day of May 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 20, 2025.

Dated: May 22, 2025
File ID: A 25-167
Agenda Item No.: 45

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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AMENDMENT NO. 5
TO STANDARD AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY AND
ACCELA, INC.

THIS AMENDMENT NO. 5 to Standard Agreement No. A-14427 between the County ofMonterey, a political subdivision of the State of California ("County") and Accela, Inc. ("CONTRACTOR"), is hereby entered into between the County and the CONTRACTOR (collectively,the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into non-Standard Agreement No. A-14427 with the County on June 27, 2019 ("Agreement") to provide implementation, hosting and maintenance of the subscription services for the Accela software product ("services") through June 30, 2022 for an amountnot to exceed $1,000,026.15;

WHEREAS, the Agreement was amended by the Parties on January 27, 2020 ("Amendment No.1," including Exhibit A-1 – Scope of Work/Payment Provisions), to update the Business Automobile Liability Insurance provision, add the Civic Insight Software Application, to increase the amount by $18,971.16 for an amount not to exceed $1,018,997.31, with no change to the term end date of June 30, 2022;

WHEREAS, on October 30, 2020, the Resource Management Agency (RMA) was dissolved, and the Housing and Community Development Department (HCD) was created;

WHEREAS, the Agreement was amended by the Parties on May 6, 2022 ("Amendment No. 2," including Exhibit A-2 – Scope of Work/Payment Provisions) to extend the term three (3) additional years through June 30, 2025, and to increase the Agreement amount by $89,749.54 for an amount not to exceed $1,108,746.85;

WHEREAS, the Agreement was amended by the Parties on July 28, 2022 ("Amendment No. 3") to correct the not to exceed amount from $1,108,746.85 to $2,127,744.16 with no change to the contract term or scope of work;

WHEREAS, the Agreement was amended by the Parties on September 1, 2023 ("Amendment No. 4," including Exhibit A-3 – Scope of Work/Payment Provisions), to include one year of Managed Application Services, and add $250,000 to the Agreement amount of $2,127,744.16 for a new not to exceed amount of $2,377,744.16 with no change to the term end date of June 30, 2025;

WHEREAS, the County has a continued need for services;

WHEREAS, the Agreement's provisions require an update;

WHEREAS, the Scope of Work/Payment Provisions requires an update; and

WHEREAS, the Parties wish to further amend the Agreement, effective July 1, 2025, to update the service costs with Exhibit A-4, Scope of Work/Payment Provisions, extend the term of the Agreement five (5) years to June 30, 2030, and increase the Agreement amount of $2,377,744.16 by $2,218,458.90 for a new not to exceed amount of $4,596,203.06.

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NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 1.0, "GENERAL DESCRIPTION," to read as follows:

   The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2, A-3 and **A-4** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

   Provide implementation, hosting, and maintenance for the subscription services for the Accela software product ("services").

2. Amend Section 2.01, "PAYMENT PROVISIONS," to read as follows:

   County shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2, A-3, and **A-4** subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **$4,596,203.06**.

3. Amend Section 3.0, "TERM OF AGREEMENT," first sentence of subsection 3.01, to read as follows:

   The term of this Agreement is from July 1, 2019, to June 30, 2030, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Section 4.01, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS," to read as follows: **Exhibit A-4** Scope of Services/Payment Provisions

5. Amend Section 6.0, "PAYMENT CONDITIONS," to add Paragraph 6.05 as follows:

   CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

6. Amend Section 9.0, "INSURANCE REQUIREMENTS," to replace Paragraph 9.02, "Qualifying Insurers," in its entirety to read as follows:

   Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

7. Amend Section 9.0, "INSURANCE REQUIREMENTS," to replace Paragraphs 9.03, in its entirety, to read as follows:

   Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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Commercial General Liability Insurance: Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

(Note: Any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: Must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(Note: Any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: If required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and service providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

8. Amend Section 9.0, "INSURANCE REQUIREMENTS," to replace Paragraph 9.04, "Other Requirements," from the third paragraph to the end of Paragraph 9.04 to read as follows:

Other Requirements: All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an

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occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status: The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made to any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without

demand by the County, annual certificates to the County's Contract Administrator and the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

9. Amend Section 10.0, "RECORDS AND CONFIDENTIALITY," to add Paragraph 10.06, "Format of Deliverables," to read as follows:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Forman ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of the Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility.

10. Amend Section 10.0, "RECORDS AND CONFIDENTIALITY," to strike Paragraph 10.06, "Format of Deliverables," as inapplicable and to read as follows:

Initial 5/6/2025

~~For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Forman ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of the Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility.~~

Initial GG 5/6/2025

Initial 5/8/2025

DS JF 5/8/2025

11. Amend Section 11.0, "NON-DISCRIMINATION," to replace Paragraph 11.01 in its entirety to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. Replace Section 13.0, "INDEPENDENT CONTRACTOR," in its entirety, to read as follows:

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In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

13. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to remove in its entirety subsection 15.08, "Compliance with Applicable Law."

14. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.09, "Headings," to 15.08.

15. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.10, "Time is of the Essence" to 15.09.

16. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.11, "Governing Law," to 15.10 and amend the paragraph to read as follows:

Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

17. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.12, "Non-exclusive Agreement," to 15.11.

18. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.13, "Construction of Agreement," to 15.12.

19. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.14, "Counterparts," to 15.13.

20. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.15, "Authority," to 15.14.

21. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.16, "Integration," to 15.15.

22. Amend Section 15.0, "MISCELLANEOUS PROVISIONS," to renumber 15.17, "Interpretation of Conflicting Provisions," to 15.16.

23. Amend Agreement to add Section 16.0, "COMPLIANCE WITH APPLICABLE LAWS," to read as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and

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federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

24. Amend Agreement to add Section 17.0, "CONSENT TO USE OF ELECTRONIC SIGNATURES," to read as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**
The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**
Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

25. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

26. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Tom Spencer 30F2300D718745F...
Contracts/Purchasing Officer

Date: 5/27/2025

By: N/A
Craig W. Spencer, Director (if applicable)

Date:

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by: 3B69DCB3C1E0402...
Reed Gallogly, Deputy County Counsel

Date: 5/8/2025

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth 4E7E65787A45445...
Auditor/Controller

Date: 5/8/2025

Reviewed as to Liability Provisions[3]
Office of the County Counsel-Risk Management

By: N/A
David Bolton, Risk Manager

Date:

CONTRACTOR

ACCELA, INC.
Contractor/Business Name*

By: Signed by: 03895972FA3343B...
(Signature of Chair, President, or Vice President)

Brad Leahy, Vice President
Name and Title

Date: 5/6/2025

By: Signed by: Michael Gigliello 766F02F63E8A4F0...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Michael E. Gigliello, Controller/Treasurer
Name and Title

Date: 5/6/2025

County Board of Supervisors' Agreement Number: A-14427 approved on June 26, 2019.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporationshall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1]Approval by the Office of the County Counsel is required.
[2]Approval by Auditor-Controller is required.
[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A-4 – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Accela, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

Year 7 Service Costs
July 1, 2025 through June 30, 2026

Services	Price	Quantity	Net Total
Multi Solution User	$2,294.20	175	$401,485.15
>Accela Building – SaaS			
>Accela Planning – SaaS			
>Accela Business Licensing – SaaS			
>Accela Environmental Health – SaaS			
>Accela Cannabis Licensing - SaaS			
		TOTAL	**$401,485.15**

Year 8 Service Costs
July 1, 2026 through June 30, 2027

Services	Price	Quantity	Net Total
Multi Solution User	$2,408.91	175	$421,559.41
>Accela Building – SaaS			
>Accela Planning – SaaS			
>Accela Business Licensing – SaaS			
>Accela Environmental Health – SaaS			
>Accela Cannabis Licensing - SaaS			
		TOTAL	**$421,559.41**

Year 9 Service Costs
July 1, 2027 through June 30, 2028

Services	Price	Quantity	Net Total
Multi Solution User	$2,529.36	175	$442,637.38
>Accela Building – SaaS			
>Accela Planning – SaaS			
>Accela Business Licensing – SaaS			
>Accela Environmental Health – SaaS			
>Accela Cannabis Licensing - SaaS			
		TOTAL	**$442,637.38**

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Year 10 Service Costs
July 1, 2028 through June 30, 2029

Services	Price	Quantity	Net Total
Multi Solution User	$2,655.82	175	$464,769.25
>Accela Building – SaaS			
>Accela Planning – SaaS			
>Accela Business Licensing – SaaS			
>Accela Environmental Health – SaaS			
>Accela Cannabis Licensing - SaaS			
		TOTAL	**$464,769.25**

Year 11 Service Costs
July 1, 2029 through June 30, 2030

Services	Price	Quantity	Net Total
Multi Solution User	$2,788.62	175	$488,007.71
>Accela Building – SaaS			
>Accela Planning – SaaS			
>Accela Business Licensing – SaaS			
>Accela Environmental Health – SaaS			
>Accela Cannabis Licensing - SaaS			
		TOTAL	**$488,007.71**

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed $4,596,203.06 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Pricing Summary

Year 7	$401,485.15
Year 8	$421,559.41
Year 9	$442,637.38
Year 10	$464,769.25
Year 11	$488,007.71
Total	**$2,218,458.90**

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

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EXHIBIT A-4 – SCOPE OF WORK/PAYMENT PROVISIONS

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions," of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@countyofmonterey.gov:

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to 194-HCD-Finance@countyofmonterey.gov.

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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ATTACHMENT C

non-Standard Agreement
A-14427 with Accela, Inc.

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
www.co.monterey.ca.us

Board Order

Agreement No. A-14427
A motion was made by Supervisor Mary Adams, seconded by Supervisor Chris Lopez to:

a. Approve a Non-Standard Agreement with Accela, Inc. to provide implementation, hosting, and maintenance for subscription services for the Accela software product for a total not-to-exceed amount of $1,000,026, for a term effective July 1, 2019 through June 30, 2022; and

b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Non-Standard Agreement and three (3) future amendments to the Agreement, where the amendments do not significantly alter the scope of work or change the approved Agreement amount, subject to review and approval by County Counsel, and do not exceed ten percent (10%) of the total Agreement amount.

PASSED AND ADOPTED on this 25th day of June 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 25, 2019.

Dated: June 26, 2019
File ID: A 19-226
Agenda Item No. 87

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Joel G. Pablo, Deputy

COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN $100,000)

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Accela, Inc.,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:
Provide implementation, hosting and maintenance for the subscription services for the Accela software product.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $ 1,000,026.15 .

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from July 1, 2019 to June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 ~~The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.~~

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

(Contractor's Initials) 06/14/2019 (Date)

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A	**Scope of Services/Payment Provisions**
Exhibit B	Accela, Inc.'s Privacy Policy
Exhibit C	Modification to Agreement Provisions

5.0 PERFORMANCE STANDARDS.

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

7.01 ~~During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~

(Contractors Initials) 06/14/19 (Date)

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

06/14/19 (Date)
(Contractors' Initials)

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:
Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:
All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 ~~Royalties and Inventions.~~ County shall have a royalty-free, exclusive and ~~irrevocable~~ license to ~~reproduce~~, publish, and use, and authorize others to ~~do so~~, all original computer programs, writings, sound ~~recordings, pictorial reproductions~~, drawings, and other works of similar nature ~~produced in~~ the course of or ~~under this~~ Agreement. CONTRACTOR shall not ~~publish~~ any such material without the prior written approval of ~~County~~.

11.0 NON-DISCRIMINATION.

(Contractors' Initials) 06/14/19 (Date)

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Dalia M. Mariscal-Martinez, Management Analyst II	Mitch Knight, Vice President of Sales
Name and Title	Name and Title
County of Monterey, Resource Management Agency 1441 Schilling Place, South 2nd Floor Salinas, California 93901	Accela, Inc. 2633 Camino Ramon, Suite 500 San Ramon, California 94583
Address	Address
(831) 755-8966	(925) 659-3200
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

Please refer to Exhibit C of Agreement.

(Contractors' Initials) 00/14/19 (Date)

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

----------*This section left blank intentionally*----------

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: 6/27/19

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: _____
County Counsel

Date: 6-17-19

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: 6/18/19

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Accela, Inc.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

BRADFORD LEAHY, VICE PRESIDENT OF REVENUE OPERATIONS
Name and Title

Date: JUNE 14, 2019

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

AARON HAGGARTY, Acting Secretary
Name and Title

Date: June 14, 2019

County Board of Supervisors' Agreement Number: _____, **approved on (date):** _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Accela, Inc., hereinafter referred to as "CONTRACTOR"

County and CONTRACTOR, together, are referred to as the "Parties" and each individually as a "Party."

1. DEFINITIONS

1.1 "**Account**" means a unique account established by County to enable its Authorized Users to access and use the Subscription Services, hereinafter, "Services".

1.2 "**Authorized User**" means one (1) individual natural person, authorized by County to use the Services and for whom County has purchased a subscription to the Services. Authorized Users may include but are not limited to County's employees, contractors and agents. Each Authorized User will be associated with a single, unique email address for purposes of accessing (and being identified within) the Services.

1.3 "**County Data**" means any and all content, eDocuments, materials, data and information that County, its Authorized Users, or other end users enter into the Services including but not limited to, personal information, information exchanged between County and Authorized User or Authorized User and a third party using the Services, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts. County Data does not include any component of the Services or material provided by or on behalf of CONTRACTOR.

1.4 "**County**" means the entity that purchases a subscription to the Services, directly from CONTRACTOR or through an authorized reseller, distributor, or other channel partner of CONTRACTOR.

1.5 "**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.6 "**Optional Subscription Services**" mean the optional add-ons to the Services that may be available for purchase either directly from CONTRACTOR or through an authorized reseller or partner of CONTRACTOR, as more particularly described or identified in this Exhibit A.

1.7 "**Services Order Form**" means written orders provided by CONTRACTOR that sets forth the pricing and options of the services (or, where applicable, to purchase Optional Subscription Services).

1.8 "**Services**" or "**services**" means the cloud-based network security service(s) for which County has obtained a subscription either directly from CONTRACTOR or through an authorized reseller or other partner of CONTRACTOR. Unless otherwise specified herein or other applicable contractual terms, all references to "Services" or "services" will be deemed to include any and all Optional Services which have been authorized by County.

1.9 "**Software**" means any software (including County software for Authorized Users' devices) that CONTRACTOR makes available for download or otherwise provides for use with the services.

1.10 "**Specifications**" means the online specifications for the Services, as made available by CONTRACTOR at https://accela.box.com/SoftwareSpecs (which URL location and content may be updated from time to time by CONTRACTOR).

1.11 "**Subscription Period(s)**" means the duration of County and Authorized User's active, paid access to the Services, as designated in this Exhibit A.

1.12 **"Supported Modification"** means a configuration of or modification to the Services requested by County that can be consistently supported by CONTRACTOR, does not require direct database changes and is capable of being tested and maintained by CONTRACTOR.

2. **USAGE AND ACCESS RIGHTS**

2.1 Right to Access. CONTRACTOR hereby grants to County a limited, non-exclusive, non-transferrable right to (a) access and use the Services and (b) implement, configure and permit its Authorized Users to access and use the Services during the Subscription Period, solely for its affiliates' internal business purposes, and in accordance with the Specifications in this Agreement. County may purchase additional services by amending this Agreement. Amendments to the Agreement will be deemed accepted by CONTRACTOR unless and until CONTRACTOR accepts such amendment to the Agreement in writing. Upon execution of the amendment to the Agreement acceptance and subject to County's payment of the corresponding services fees, CONTRACTOR will make the services available to County. Any terms and conditions contained in any quote, invoice, purchase order or amendment that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in writing by CONTRACTOR with explicit reference to the accepted terms and conditions. Upon acceptance of an amendment to the Agreement, it will become part of this Agreement. County will ensure that all its Authorized Users using the Services under its Account comply with all of County's obligations under this Agreement, and County is responsible for their acts and omissions relating to the Agreement as though they were those of County.

2.2 Restrictions on Use. County shall not, and shall not permit others to, do the following with respect to the services:

2.2.1 Make the services available to anyone other than Authorized Users;

2.2.2 Use the services, or allow access to the services, in a manner that circumvents contractual usage restrictions or that exceeds County's authorized use or usage metrics as set forth in this Agreement, including Exhibit A to this Agreement;

2.2.3 License, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the services available for access by third parties except as otherwise expressly provided in this Agreement or with the express permission of CONTRACTOR;

2.2.4 Use the services in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: Agreement, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;

2.2.5 Access or use the services for the purpose of developing or operating products or services intended to be offered to third parties in competition with the services or allow access by a direct competitor of services;

2.2.6 Obtain intellectual property rights to the use of any component of the services [inclusive of Application Programming Interface (APIs)];

2.2.7 Create derivative works based on the services;

2.2.8 Reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the services or technologies, other than copying or framing on County's own intranets or otherwise for County's internal business purposes in accordance with CONTRACTOR's applicable documentation;

2.2.9 Interfere with or disrupt the integrity, operation, or performance of the Services or interfere with the use or enjoyment by others by, among other things, using the services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs or circumvent or disclose the user authentication or security of the services or any host, network, or account related thereto or use any aspect of the services components other than those specifically identified in the Agreement, even if technically possible. CONTRACTOR assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the services.

2.2.10 Use or allow the use of, the services by anyone located in, under the control of, or that is a national or resident of a United States (US) embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws).

2.3 Data Usage and Storage. The services are provided with a limit of two point five tera bites (2.5TB) of data storage for all cloud environments. Additional storage can be purchased from CONTRACTOR by County in blocks of five hundred gigabytes (500GB), with a price of one thousand dollars ($1,000) per year. If the services are nearing expiration or are otherwise terminated, CONTRACTOR will initiate its data retention processes, including the deletion of County Data from systems directly controlled by CONTRACTOR. CONTRACTOR's Data Storage Policy can be accessed at: https://accela.box.com/v/DataStoragePolicy (which URL location and content may be updated from time to time by CONTRACTOR). This purchase is considered an "optional service" which shall not be provided unless authorized in writing via an executed amendment to the Agreement by the County prior to the purchase of the "optional service".

2.4 CONTRACTOR's Responsibilities. CONTRACTOR will: (i) make the services available to County pursuant to this Agreement and any applicable amendments; (ii) provide to County support related to the services in accordance with the CONTRACTOR Support Terms accessible at https://accela.box.com/SaaSSupportPolicy (which URL location and content may be updated from time to time by CONTRACTOR); and (iii) provide the services only in accordance with applicable laws and government regulations.

2.5 County's Responsibilities. County will (i) be responsible for meeting CONTRACTOR's applicable minimum system requirements for use of the services; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by County) occurring under County's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of County Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the services under County's account, and notify CONTRACTOR promptly of any such unauthorized access or use, and (v) use the services only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by CONTRACTOR to County.

3. PAYMENT TERMS.

3.1 Invoicing and Payment. CONTRACTOR will invoice County in advance for the annual services. Service fees are due upon invoice and payable by County within thirty (30) days of receiving the certified invoice. Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If County orders additional Authorized User quantities part-way through an existing Subscription Period, and the initial Subscription Period for the additional quantity is adjusted as described herein, then the service fee for such additional quantity will be pro-rated accordingly. Optional services will be due at the same time as payment for the corresponding services, or (if applicable) as otherwise specified in the applicable Agreement or amendment or governing terms. Service fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's service fees ("Uplift"). County is responsible for keeping CONTRACTOR accurately and fully informed of County's billing and contact information, including providing any Delivery Order (DO) numbers in advance of invoice issuance. Upon execution by the Parties, the Agreement and each of the amendments to the Agreement are non-cancellable and non-refundable except as provided in this Agreement.

3.2 Requirement for DO. CONTRACTOR has the right to issue an invoice and collect payment however, that if County's procurement procedure requires a DO number on a pertinent invoice, the DO is required to be provided to CONTRACTOR. If County issues a DO to CONTRACTOR, then DO shall be for the full amount set forth in the DO, and CONTRACTOR hereby rejects any additional or conflicting terms appearing in a DO or any other ordering materials submitted by County.

3.3 Suspension of Service. If any amount owing by County under this Agreement for any Subscription Services is ninety (90) days delinquent, CONTRACTOR may, in its sole discretion, temporarily cease providing County with Services and/or any pertinent support until past due amounts are paid in full.

3.4 Taxes. Service fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). County is responsible for paying all Taxes. If CONTRACTOR has the legal obligation to pay or collect Taxes for which County is responsible under this paragraph, the appropriate amount will be invoiced to and paid by County directly to the jurisdiction, unless County provides CONTRACTOR with a valid tax exemption certificate

authorized by the appropriate taxing authority prior to invoice issuance. For clarity, CONTRACTOR is solely responsible for taxes assessable against CONTRACTOR based on CONTRACTOR's income, property and employees.

4. **CONFIDENTIALITY**

4.1 **Definition.** As used herein, **"Confidential Information"** means all confidential information disclosed by a party (**"Disclosing Party"**) to the other party (**"Receiving Party"**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the Public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

4.2 **Protection and Compelled Disclosure**. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement (including Accela, Inc.'s Privacy Policy, accessible at https://accela.box.com/v/PrivacyPolicyv1, attached as Exhibit B and incorporated as part of this Agreement, which may be updated from time to time by CONTRACTOR upon prior written notice to County, any such changes shall not materially diminish or denigrate the Service;

i. the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and

ii. the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are legally bound to protect such Confidential Information consistent with this Agreement. Notwithstanding any of the above to the contrary, the Parties acknowledge that County is a California Public Agency subject to the Brown Act, California Government Code sections 54950 et seq., and Public Records Act, California Government Code section 6250 et seq., and that this Agreement and any future amendments hereto will be presented to the Monterey County Board of Supervisors at an open and public meeting for approval, and will be available to the Public for viewing and/or download on County's website and otherwise considered a Public record pursuant to California Government Code sections 6250 et seq. and 54957.5. Except as herein provided, County shall promptly notify CONTRACTOR in the event that any third party not bound by this Agreement requests or seeks to discover, pursuant to the California Public Records Act, subpoena, or other compulsory process, or otherwise, information or material concerning any CONTRACTOR products or services. Within the time period provided by law for responding to the request or discovery, CONTRACTOR shall inform County whether the requested documents, information, or materials constitute trade secrets (as defined under California law or is otherwise legally exempt from disclosure) ("Accela Protected Information"). If CONTRACTOR informs County that the requested documents, information, or materials constitute trade secrets (as defined under California law) or is otherwise legally exempt from disclosure, County shall not disclose the Accela Protected Information unless otherwise directed by a court of competent jurisdiction. CONTRACTOR shall indemnify, defend, and hold County harmless and, at County's request, CONTRACTOR shall provide counsel to appear and represent County at CONTRACTOR's sole cost and expense, in connection with any action or proceeding to compel inspection, access, disclosure, release, or other discovery of Accela Protected Information. Counsel for County in any such defense action or proceeding shall be selected by CONTRACTOR, subject to the approval of County, which approval shall not be unreasonably conditioned or withheld. CONTRACTOR's obligation to provide such defense includes the obligation to indemnify and hold harmless County, its officers, agents, and employees from and against any and all claims, costs, damages, judgments, awards (including any award of costs or attorney's fees), administrative orders, or payments in compromise and settlement, and including all direct and administrative costs, with respect to any such action or proceeding.

5. OWNERSHIP

5.1 Services. Subject to the limited rights expressly granted hereunder, CONTRACTOR reserves all rights, title and interest in and to the services, derivative works thereof, and any associated Software and documentation, including all related Intellectual Property Rights.

5.2 County Data. County reserves all its rights, title and interest in and to the County Data. No rights are granted to CONTRACTOR hereunder with respect to the County Data, except that CONTRACTOR may (i) store, copy, process, and transmit such County Data for purposes of providing the services to County and (ii) otherwise utilize County Data if and as permitted by the CONTRACTOR's Privacy Policy.

5.3 Feedback. County grants CONTRACTOR a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the services (or CONTRACTOR's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by County or Authorized Users relating to the operation or features of the services.

6. WARRANTIES AND DISCLAIMERS

6.1 Specifications. Subject to the limitations set forth below, CONTRACTOR warrants that, during the Subscription Period, the services will operate in all material respects in accordance with the Specifications. As County's sole and exclusive remedy, excepting County's right to terminate this Agreement for cause pursuant to section 11.2, Termination or Suspension for Cause, and CONTRACTOR's entire liability for any breach of the foregoing warranty, CONTRACTOR shall use commercially reasonable efforts to modify the Subscription Service so that it conforms to foregoing warranty.

6.2 Service Level Commitment (SLC). During the Subscription Period, CONTRACTOR further warrants that the services will meet the performance level specified in Exhibit A. The SLC sets forth County's sole and exclusive remedy for CONTRACTOR's failure to achieve the stated services performance level.

6.3 Mutual Warranties. Each Party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

6.4 Disclaimers. Except as expressly provided herein, CONTRACTOR does not make any warranties of any kind, whether express, implied, statutory or otherwise, and CONTRACTOR specifically disclaims all implied warranties, including any warranties of merchantability, non-infringement or fitness for a particular purpose, or any warranties arising out of the course of dealing or usage of trade, to the maximum extent permitted by applicable law. CONTRACTOR will not be responsible to the extent failure of the services to operate as warranted is caused by or results from: (i) any modification to the services other than a Supported Modification; (ii) combination, operation or use of the services with County's or a third party's applications, software or systems; (iii) abuse; willful misconduct or negligence by anyone other than CONTRACTOR or CONTRACTOR's designee; (iv) use of the services other than in accordance with the terms of this Agreement and/or the applicable Specifications and CONTRACTOR documentation or (v) any of the SLC Exclusions (as defined in the Subscription SLC).

6.5 Marijuana-Related Business. CONTRACTOR is considered a software service provider to its customers and not a marijuana-related business or agent thereof. In addition to the foregoing, CONTRACTOR only retains service fees in accordance with Section 3, Payment Terms, of this Exhibit A from County, a government agency, and does not retain these fees from any type of end user.

6.5.1 It is the sole responsibility of County or end user to offer state law compliant services, which may be coordinated and facilitated through the use of the services.

6.5.2 CONTRACTOR makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third-party provider, including partners, and have no responsibility or liability with respect to services provided to County by such third parties.

6.5.3 County expressly acknowledges and assumes full responsibility for cooperating with the laws of the state or country of its residency.

7. INDEMNIFICATION

7.1 **Indemnification by CONTRACTOR**. CONTRACTOR shall immediately indemnify, defend, and hold harmless (or at CONTRACTOR's option, settle) the County and its elected officials, officers, employees, and agents against any and all third-party claim, suit or action arising out of this Agreement, that the Services, as furnished by CONTRACTOR hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any and all costs, damages and reasonable attorneys' fees. CONTRACTOR shall have no liability under this Section 7.1, Security and Other Risks, to the extent that any third-party claims described herein are determined to be solely caused by (i) any combination of the Services with products, services, methods, or other elements not furnished by CONTRACTOR; (ii) any use of the Services in a manner that violates this Agreement or the instructions given to County by CONTRACTOR; (iii) County's failure to incorporate updates or upgrades that would have avoided the alleged infringement; (iv) County's breach of this Agreement; and/or County's revisions of Services made without CONTRACTOR's written consent. THIS SECTION 7.1 STATES THE ENTIRE OBLIGATION OF CONTRACTOR AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICES.

7.2 **Indemnification Requirements.** In connection with any claim for indemnification under this Section 7, Limitations of Liability, the indemnified party must: (a) provide the indemnifying party prompt written notice of such claim; (b) reasonably cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; and (c) give sole authority to the indemnifying party to defend or settle such claim.

7.3 **Mitigation Measures.** In the event that (i) any claim or potential claim covered by Section 7.1, Indemnification by CONTRACTOR, arises or (ii) CONTRACTOR's reasonable opinion is likely to be enjoined, CONTRACTOR shall, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Services, by replacing or modifying the Services to make it non-infringing, and/or by suspending or terminating County's use of the Services with reasonable notice to County. In the case of a suspension or termination pursuant to this Section 7.3, CONTRACTOR shall refund to County a portion of fees prepaid by County for the then-current Subscription period, prorated (based on a 365 day year) to the portion of that Subscription period that is affected by the suspension or termination.

8. LIMITATIONS OF LIABILITY. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY COUNTY HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. THIS LIMITATION DOES NOT APPLY TO CONTRACTOR'S DUTY TO INDEMNIFY COUNTY PURSUANT TO SECTION 4.2, PROTECTION AND COMPELLED DISCLOSURE, AND SECTION 7, INDEMNIFICATION, OF THIS AGREEMENT; NOR DOES IT APPLY TO CONTRACTOR'S BREACH OF WARRANTY PURSUANT TO SECTION 6.4, DISCLAIMERS, OF THIS AGREEMENT.

Exclusion of Damages. WITHOUT LIMITING OR OTHERWISE ALTERING CONTRACTOR'S DUTY TO INDEMNIFY PURSUANT TO SECTION 7, INDEMNIFICATION, OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY

INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

8.1 Security and Other Risks. County acknowledges that, notwithstanding security features of the services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Warranties and Disclaimers, of this Exhibit A, CONTRACTOR shall have no liability for any security breach caused by any such persons, entities, or technologies. County further acknowledges that the services are not guaranteed to operate without interruptions, failures, or errors. If County or Authorized Users use the services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, County assumes any associated risks and will indemnify CONTRACTOR and hold CONTRACTOR harmless against those risks.

9. SECURITY AND PERSONAL DATA

9.1 Security. CONTRACTOR has implemented commercially viable and reasonable information security processes, policies, and technology safeguards to protect the confidentiality and integrity of County and personal data against reasonably anticipated threats. CONTRACTOR holds SSAE 16 /18 SOC 2, and PCI-DSS certifications (industry-wide security reporting standards) and leverages certified service providers who are vetted against industry standards such as ISO 27001 and SSAE 16 / 18 SOC 2 (industry-wide security reporting standards) in the provision of the services.

9.2 County Data. County shall be responsible for County Data as entered in to, applied or used in the services. County is responsible for updating all County Data. In addition, County acknowledges that CONTRACTOR generally does not have access to and cannot retrieve lost County Data. If County loses County Data, County may no longer have access to the services. County grants to CONTRACTOR the non-exclusive right to process County Data (including personal data) for the sole purpose of and only to the extent necessary for CONTRACTOR: (i) to provide the Subscription Services; (ii) to verify County's compliance with the restrictions set forth in Section 2.2, Restrictions on Use, of this Exhibit A, if CONTRACTOR has a reasonable belief of County's non-compliance; and (iii) as otherwise set forth in this Agreement. CONTRACTOR may utilize the information concerning County's use of the Subscription Services (excluding any use of County's personal data or County's Confidential Information) to improve the Subscription Services, to provide County with reports on County's use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

9.3 Use of Aggregate Data. County agrees that CONTRACTOR may collect, use, and disclose quantitative data derived from the use of the services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify County, its Authorized Users, or any third parties utilizing the services.

10. THIRD PARTY SERVICES

County may choose to obtain products or services that are provided or supported by third parties ("Third Party Services") for use with the services. Third-Party Services are provided pursuant to the terms of the applicable third-party license or separate agreement between the licensor or provider of the Third-Party Services and County, and CONTRACTOR assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Service. Further, CONTRACTOR will not be responsible to the extent failure of the services to operate as warranted are caused by or results from: (i) any modification to the Services other than a Supported Modification; (ii) combination, operation or use of the

services with County's or Third-Party Services; (iii) abuse, willful misconduct or negligence by anyone other than CONTRACTOR or CONTRACTOR's designee; (iv) use of the services other than in accordance with the terms of this Agreement and/or the applicable Specifications and CONTRACTOR documentation or (v) any of the exclusions indicated in Exhibit A of this Agreement.

11. SUBSCRIPTION PERIOD AND TERMINATION

11.1 Term of Authorized User Subscriptions. Authorized User Subscriptions purchased by County commence on the start date specified in the Agreement and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein (the **"Subscription Period"**). A Subscription Period and/or pricing thereon may be subject to prorating where CONTRACTOR deems it appropriate to cause newly purchased Subscriptions to expire or renew simultaneously with County's pre-existing services to ensure new subscriptions are co-terminus with the existing subscription/s. Except as otherwise specified in the applicable services, all Subscriptions will automatically renew for an additional period of one (1) year, unless either Party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period. The per-unit pricing during any such renewal Subscription Period may be subject to annual Subscription Service Fee pricing increase not to exceed seven percent (7%) of the prior year's Subscription Service fees ("Uplift") as specified in Section 3.1 of this Agreement and as designated by CONTRACTOR and with notification to County. Pricing increases will be effective upon renewal of the Subscription Period and annually thereafter, unless otherwise agreed to by the Parties. If either Party provides notice of non-renewal as set forth above, County's right to use the services will terminate at the end of the relevant Subscription Period.

11.2 Termination or Suspension for Cause. County may terminate this Agreement in the event of reduced County funding with a sixty (60) day written notification to CONTRACTOR. A Party may terminate any services for cause upon thirty (30) days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. In addition, CONTRACTOR may, at is sole option, suspend or terminate County's or any Authorized User's access to the services, or any portion thereof, immediately if CONTRACTOR, in its sole discretion: (i) suspects that any person other than County or an Authorized User is using or attempting to use County Data (ii) suspects that County or an Authorized User is using the services in a way that violates this Agreement and could expose CONTRACTOR or any other entity to harm or legal liability, or (iii) is or reasonably believes it is required to do so by law or court order.

11.3 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) Within thirty (30) calendar days following the end of County's final Subscription Period, CONTRACTOR will provide a copy of County's data and associated documents in a machine readable format. CONTRACTOR will comply in a timely manner with such request; provided that, County pays any and all unpaid amounts due to CONTRACTOR;(ii) licenses and use rights granted to County with respect to services and intellectual property will immediately terminate; and (iii) CONTRACTOR's obligation to provide any further services to County under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement; and the sections set forth in Section 11.4, Survival, of this Exhibit A.

11.4 Survival. Sections: 4 (Confidentiality), 5 (Ownership and Proprietary Rights), 6.4 (Disclaimer), 8 (Limitation of Liability), 11.3 (Effect of Termination), 11.4 (Survival), and 12 (General) will survive any termination or expiration of this Agreement.

12. GENERAL

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during County's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by County in writing when entering into this Agreement or establishing County's account for the services (or such other address as the County may thereafter specify by notice given in accordance with this Section 12.1).

12.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the services or this Agreement will be the state and federal courts located in the Northern District of California and each of the Parties hereto waive any objection to jurisdiction and venue in such courts.

12.3 Compliance with Laws. Each Party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the US and other applicable jurisdictions. Without limiting the foregoing, County will not permit Authorized Users to access or use the services in violation of any US export embargo, prohibition or restriction. Further, in connections with the services performed under this Agreement and County's use of the services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

12.4 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the Parties.

12.5 Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

12.7 Assignment. County may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of CONTRACTOR. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

12.8 Force Majeure. CONTRACTOR will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of CONTRACTOR.

12.9 Entire Agreement. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire Agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each Party against whom the modification, amendment or waiver is to be asserted.

Service Availability:

CONTRACTOR will use commercially reasonable efforts to (a) provide bandwidth sufficient for County's use of the services provided hereunder and in this Agreement and (b) operate and manage the services with a ninety-nine and one-half percent (99.5%) uptime goal (the "Availability Service Level Agreement" (SLA)), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

a. Any maintenance performed by CONTRACTOR during CONTRACTOR's standard maintenance windows. CONTRACTOR will notify County within forty-eight (48) hours of any standard maintenance and within twenty-

four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance").

b. County's information content or application programming, or the acts or omissions of County or its agents, including, without limitation, the following:

1. County's use of any programs not supplied by CONTRACTOR;
2. County's failure to provide CONTRACTOR with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten percent (10%) total nodes in less than twenty-four (24) hours);
3. County's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one (1) week period or greater than fifty percent (50%) change in a one (1) month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions; and
4. Any mis-configuration by County (as determined in CONTRACTOR's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the services.
5. Force majeure or other circumstances beyond CONTRACTOR's reasonable control that could not be avoided by its exercise of due care.

c. Failures of the Internet backbone itself and the network by which County connects to the Internet backbone or any other network unavailability.

d. Any window of time when County agrees that the services availability/unavailability will not be monitored or counted.

e. Any problems resulting from County combining or merging the services with any hardware or software not supplied by CONTRACTOR or not identified by CONTRACTOR in the Specifications as being compatible with the services.

f. Interruptions or delays in providing the services resulting from telecommunication or Internet service provider failures.

g. County's or any third party's use of the services in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:
In the event the availability of the services falls below the Availability SLA in a given calendar month, CONTRACTOR will pay County a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual availability of the services during the applicable calendar month. Such Service Credit will be issued as a credit against any fees owed by County for the next calendar month of the Subscription Period or, if County does not owe any additional fees, then CONTRACTOR will pay County the amount of the applicable Service Credit within thirty (30) days after the end of the calendar month in which such credit accrued. Such Service Credit will be in addition to any other remedies available to County at law, in equity or under this Agreement.

System availability is measured by the following formula: $x = (n - y) * 100 / n$

Notes:
(1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.

(2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
>99.5%	0%
95.0% - < 99.5%	5%
90.0% - < 95.0%	10%
80.0% - < 90.0%	20%
70.0% - < 80.0%	30%
60.0% - < 70.0%	40%
< 50%	50%

County Account Login:
For CONTRACTOR user interface access, CONTRACTOR uses Transport Layer Security (TLS) 1.2 with Advanced Encryption Standard (AES) 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. CONTRACTOR will also restrict applicable administrative user interface access to County corporate networks for additional security on written request by County.

Hosting:
CONTRACTOR's Subscription as a Service (SaaS) platform (servers, infrastructure and storage) for the services is and will remain hosted in one (1) of the largest Tier III data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. CONTRACTOR's data center provider is and will remain SSAE 16/18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure. CONTRACTOR also provides an off-site backup service, which is available at an additional cost. Security patching and updates are actively evaluated by engineers and will be deployed based upon the security risks and stability benefits they offer to CONTRACTOR's SaaS platform and County. CONTRACTOR will attempt to provide County with reasonable prior notice to security changes, updates and patches, unless the delay will lead to a significant risk of impact to County data.

Services Order Form

Services Year 1	Subscription Period		Order Term (months)	Unit Price	Quantity	Total Price
	Start Date	End Date				
Multi User	07/01/2019	06/30/2020	12	$1,839.67	175.00	$321,942.60
Total						**$321,942.60**

Services Year 2	Subscription Period		Order Term (months)	Unit Price	Quantity	Total Price
	Start Date	End Date				
Multi User	07/01/2020	06/30/2021	12	$1,904.06	175.00	$333,210.59
Total						**$333,210.59**

Services Year 3	Subscription Period		Order Term (months)	Unit Price	Quantity	Total Price
	Start Date	End Date				
Multi User	07/01/2021	06/30/2022	12	$1,970.70	175.00	$344,872.96
Total						**$344,872.96**

Annual Pricing Summary

Fees	Total Price
Year 1 (07/01/19 – 06/30/20)	$321,942.60
Year 2 (07/01/20 – 06/30/21)	$333,210.59
Year 3 (07/01/21 – 06/30/22)	$344,872.96
Grand Total	**$1,000,026.15**

Additional Terms

1. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

2633 Camino Ramon Suite 500 San Ramon, CA 94583 | (925) 659-3200

Accela, Inc.

Privacy Policy

Introduction

This Privacy Policy was updated on or about May 17, 2018.

Accela, Inc. and its affiliated companies and subsidiaries (collectively referred to as "Accela," "we," or "us") respect your privacy. This Privacy Policy describes how we collect information from and about you, what we do with the information, how we share it, and how we handle the content you place in our products and services. It also explains the choices available to you regarding use of your Personal Information. By providing Content, Information or Personal Information to us including on our website or purchasing our products or services, or signing an agreement that incorporates this Privacy Policy by reference you agree to this Privacy Policy.

Scope of this Privacy Policy

This Privacy Policy applies to the Information we obtain through your use of Accela's products and services or visitation to Accela websites where this Privacy Policy is posted. It does not apply to any other information collected by Accela through other means. If you have agreements with Accela for Accela products and services, then those agreements control to the extent of any conflict. Further, this Privacy Policy does not cover the activities of third parties except as specifically stated.

Definitions

Content: any information or data that you upload, submit, post, create, transmit, store or display in an Accela product or service.

Downloadable Products: Accela's downloadable software products and mobile applications, including bundles of code, resources, and configuration files that can be used with an Accela product to add new functionality (including product version upgrades) created by Accela that are installed by customers on a device of their choice.

Information: all forms of data, content, and information collected by us.

Personal Information: information that may be used to readily identify or contact you as an individual person, such as: name, address, email address or phone number. Personal Information does not include information that has been anonymized such that it does not allow for the ready identification of specific individuals.

Our Collection of Personal Information

Accela collects Personal Information from you at several different points, including but not limited to the following: when we correspond with you as a customer or prospective customer; when you use our products or services; when you visit, register, or otherwise provide us your Personal Information on our website; when you contact us for help; when you interact with our advertising and marketing content; and when you participate at our conferences, attend our webinars, or visit our tradeshow booths.

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In using our products or services or requesting information, you may provide a password for your account, your real name, industry, agency name, job role and contact information. We may also collect other information including but not limited to the specific Accela product or service being used, the associated license identifier and domain name, the username and IP address or the individual using the product or service function; your credit card number and billing address when purchasing an Accela product or service; analytics information including aggregated usage data; and other additional information required to detail the operation of the Accela product or service.

Our Use of Your Information and Personal Information

Accela may use your information and Personal Information to:

- Deliver the products and services that you have requested, including software updates.
- Manage your customer relationship and provide you with customer support.
- Perform research and analysis about our customers' use of, or interest in, our products, services or content.
- Operate and improve our internal operations, systems, products and services including benchmarking system performance.
- Understand you and your preferences to enhance your experience.
- Respond to your comments and questions, and provide customer service.
- Send you service-related information, including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages.
- Deliver marketing communications.
- Enforce our terms and conditions.
- Recruit, onboard, and distribute payroll and benefits.
- Communicate with you about products or services that may be of interest to you.

Our Disclosure of Your Personal Information to Third Parties

We may share your Personal Information with third parties only in the ways that are described in this Privacy Policy:

- When we have your permission, including when you choose to share Personal Information including using Accela Community or post to our blogs.
- We may provide your Personal Information to our agents, partners, contractors, vendors or service providers who perform functions on our behalf.
- We may share your information with our current or future "affiliates" (which means a parent company, any subsidiaries, joint ventures, or other companies under common control), in which case we will require our affiliates to honor this Privacy Policy.
- We may disclose Personal Information to comply with laws or in response to legal process, for example, in response to a court order or a subpoena. We also may disclose Personal Information in response to a law enforcement agency's request, or where we believe it is necessary to investigate, verify, prevent, enforce compliance with, or take action regarding: illegal or suspected illegal activities; suspected fraud; situations involving potential threats to the physical safety of any person; protection of the rights and property of Accela, our agents, customers or others; or violations or suspected violations of our agreements, policies or end user license

agreements; or as otherwise required or permitted by law, or consistent with legal requirements. We reserve the right to transfer or disclose Personal Information in our system relating to or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or other proceeding involving sale, transfer, divestiture or assignment of all or a portion of our business or assets to a different entity.

- Finally, we may also share aggregated, anonymized or statistical information about you, including demographics data, with others for a variety of purposes, including for their own uses, for example, for improving their products and services for Accela and others.

Our Security Measures to Protect your Personal Information

We have put in place reasonable and appropriate physical, electronic, and managerial procedures in an effort to help safeguard Personal Information we collect. However, Accela cannot fully eliminate security risks associated with Personal Information. To help protect yourself, please use a strong password, do not use the same passwords you use with other accounts or services, and protect your usernames and passwords.

End Customer Data

Accela's customer may electronically submit information to the product or service for processing and storage purposes ("End Customer Data"). We may access or process End Customer Data only for the purpose of providing the product or service or preventing or addressing service or technical problems or as may be required by law. If your Personal Information has been submitted to us by an Accela customer and you wish to exercise any rights you may have to access, correct, amend, or delete such data, please inquire with the relevant customer directly. Since Accela personnel have limited ability to access information our customers submit to our products or services, if you wish to make your request directly to Accela, please provide the name of the Accela customer who submitted your data to our product or service. We will refer your request to that customer.

Our Retention of your Personal Information

Personal Information will be retained as long as needed to fulfill legitimate business purposes for which it was collected, including the purposes outlined in this Privacy Policy, or for a period of time specifically required or allowed by applicable regulations or laws. We will also retain and use your Personal Information for as long as necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

Cookies/Web Beacons

When you use our websites, you can usually choose to set your browser to remove cookies and to reject cookies from our servers. If you choose to remove or reject cookies, this could affect certain features or services of our websites. Cookie management tools provided by your browser may not remove Flash cookies. To learn how to manage privacy and storage settings for Flash cookies, go to:

http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager.html#117118 (or in the EU YourOnlineChoices.com).

You can also choose to opt-out of use of cookies by many of our third party advertising partners for delivery of personalized ads by visiting the Digital Advertising Alliance (http://www.aboutads.info/choices/) in the USA, Digital Advertising Alliance of Canada (http://youradchoices.ca/) in Canada or the European Digital Advertising Alliance (http://www.youronlinechoices.eu/) in Europe.

While we and others give you certain choices, as further outlined in this Privacy Policy, there are many ways that web browser signals and similar mechanisms can indicate your choice to disable tracking, and we may not be aware of nor honor every mechanism.

International Storage and Transfer of your Personal Information

Accela is a global company with affiliates, various business processes, management structures and technical systems that cross borders. Information collected by Accela or on behalf of may be stored on our computers, on our mobile devises, or on our servers, and may be transferred to, accessed from, or stored and processed in the United States and other counties including but not limited to Ireland, United Arab Emirates, Australia, New Zealand, Canada and any other country where Accela or its service providers maintain facilities or support centers.

Your Access to and Amendment of your Personal Information

Our marketing emails tell you how to "opt-out" of receiving further marketing emails. If you opt out, we may still send you non-marketing emails including emails about your accounts and our business dealings with you.

We allow you to access your Personal Information (with proper identification verification), and allow you to correct, amend or delete inaccurate Personal Information, except where the burden or expense of providing such an access is disproportionate to the individual privacy risk, or where the rights of persons other than the requesting individual risk being violated. This information request can be made by sending an email to legal@accela.com.

Children's Privacy

Because of the nature of our business, our services are not designed to appeal to minors. We do not knowingly attempt to solicit or receive any information from anyone under the age of 13. If you are a parent or guardian and you are aware that your child has provided us with Personal Information, please contact us immediately.

Changes to This Privacy Policy

From time to time, we may collect and use Personal Information in ways not previously disclosed in our Privacy Policy. If our information practices or this policy change, we will post adjustments to this policy and change the "Last Updated" date. Unless additional notice or consent is required by applicable laws, this will serve as your notification of these changes.

Contacting Us

If you have questions or suggestions, please email Accela at legal@accela.com. Please send all written communication to:

2633 Camino Ramon Suite 500 San Ramon, CA 94583 | (925) 659-3200

Accela, Inc.
Attn: General Counsel
2633 Camino Ramon, Suite 500
Bishop Ranch 3
San Ramon, California 94583, United States

EXHIBIT C – MODIFICATION TO AGREEMENT PROVISIONS

Section 15.0, MISCELLANEOUS PROVISIONS. Replace Paragraph 15.06 with the following:

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County, other than in connection with a merger, acquisition or change of control transaction. Notwithstanding any subcontracting of its services hereunder, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

Introduced: 10/28/2025

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve and authorize Amendment No. 2 to the Shaumbe A. Wright and Kelly E. Wright individual Inclusionary Housing Agreement to allow conveyance of their inclusionary unit into a revocable living trust; and
b. Approve and authorize the Housing and Community Development Director, or his designee, to execute the approved Amendment No. 2 to the Inclusionary Housing Agreement.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize Amendment No. 2 to the Shaumbe A. Wright and Kelly E. Wright individual Inclusionary Housing Agreement to allow conveyance of their inclusionary unit into a revocable living trust; and
b. Approve and authorize the Housing and Community Development Director, or his designee, to execute the approved Amendment No. 2 to the Inclusionary Housing Agreement.

SUMMARY:
Inclusionary Housing Program homeowners, Shaumbe A. Wright and Kelly E. Wright, purchased this inclusionary unit on November 7, 1997, and executed a 30-year Inclusionary Housing Agreement ("Agreement") with the County that recorded on February 24, 1998. Our office discovered in 2023 that they had transferred their inclusionary unit into a living trust without the County's approval. Our office informed the owners that their transfer was unauthorized by the County, and they've been working with their attorney since then to get it corrected.

Now, these inclusionary unit homeowners have submitted all the required documents, and are requesting approval to transfer title of their Inclusionary Housing Unit into a revocable living trust as part of their estate planning. Shaumbe A. Wright and Kelly E. Wright own the inclusionary unit in the Oak Tree Views Subdivision, and their unit is designated as a moderate-income unit. Under the terms of the recorded Owners' Agreement with the County, transfers of title between owner-spouses and to eligible purchasers (i.e., new income qualified owner-occupants) are the only permitted transfers of title. Per the terms of the Agreement, any other transfer of property title, including into a trust, is not allowed without Board of Supervisors ("Board") approval.

The current Inclusionary Housing Program does allow transfers of title by Owner into an inter vivos trust in which Owner is the beneficiary is allowed, provided, however, that Owner shall provide written notice of such transfer to the County. However, this provision of the Inclusionary Housing Agreement requires Board approval. The Board has previously approved requests by other

inclusionary homeowners to transfer their inclusionary unit into a revocable living trust.

DISCUSSION:
Owners of inclusionary units who purchased their home after July 12, 2011, are allowed to transfer their homes into trusts under Section 3.E. TITLE CHANGES AND PROPERTY INHERITANCE of the Inclusionary Housing Program Administrative Manual previously amended and adopted by the Board. The amendment, however, did not provide for retroactive application of this provision for existing homeowners who had entered into an agreement prior to July 12, 2011. As previously stated, Shaumbe A. Wright and Kelly E. Wright purchased their inclusionary unit in 1997.
The proposed amendment to the Agreement enables the homeowners to transfer title of their property to a trust by expanding the Agreement's definition of "Permissible Transfer" to include conveyance to a revocable living trust for estate planning purposes. The amendment will allow the County to preserve its affordable housing program by requiring homeowners: (1) specifically acknowledge the continuing conditions of the Inclusionary Housing Program; (2) include specific language in the Deed transferring title into the trust; and (3) include specific language in the homeowners' trust documents. The proposed amendment will not affect the Inclusionary Housing Program's restrictions regarding the resale of home to income-and-asset qualified buyers and is consistent with the Inclusionary Housing Ordinance.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Counsel Office has reviewed this report and The Second Amendment to the Wright Family Trust and the Correction Grant Deed submitted by the homeowners with the required language. The County Counsel Office has approved the Amendment No. 2 to Inclusionary Housing Agreement as to form.
HOUSING IMPACTS:
___Reduces constraints on Housing Development
___Increases constraints on Housing Development
___Neutral
_X_Not applicable [N/A]

QUALITATIVE SUMMARY of potential impacts of the policy/program on Housing:
"N/A"

HOUSING CONSTRAINTS:
"NA"

FINANCING:
There is no fiscal impact on the General Fund or on revenues. Staff time to prepare this report is included in the FY2025-26 Adopted Budget for Housing and Community Development Appropriation Unit HCD001, Unit 8542.
BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The County's Inclusionary Housing Program provides homeownership opportunities in the unincorporated areas of Monterey County to very low-, low-, or moderate-income households.
Mark a check to the related Board of Supervisors Strategic Plan Goals:
__X_ Well-Being and Quality of Life

____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):
____ Administrative

Link to the Strategic Plan:
https://www.countyofmonterey.gov/home/showdocument?id=139569

Prepared by: Rosa Camacho-Chavez, Housing Project Analyst II, x5389
Approved by: Craig W. Spencer, Director of Housing & Community Development, x5233

The following attachments are on file with the Clerk of the Board:
Attachment A - Wright Inclusionary Housing Agreement.pdf
Attachment B - Amendment No. 2 Transfer to Trust PRE 2002 Wright.pdf

Introduced: 10/28/2025 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** General Agenda Item

a. Approve and authorize Amendment No. 2 to the Shaumbe A. Wright and Kelly E. Wright individual Inclusionary Housing Agreement to allow conveyance of their inclusionary unit into a revocable living trust; and
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QUALITATIVE SUMMARY of potential impacts of the policy/program on Housing:
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HOUSING CONSTRAINTS:
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FINANCING:
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Mark a check to the related Board of Supervisors Strategic Plan Goals:
__X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future

____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):
____ Administrative

Link to the Strategic Plan:
https://www.countyofmonterey.gov/home/showdocument?id=139569

Prepared by: Rosa Camacho-Chavez, Housing Project Analyst II, x5389
Approved by: Craig W. Spencer, Director of Housing & Community Development, x5233

The following attachments are on file with the Clerk of the Board:
Attachment A - Wright Inclusionary Housing Agreement.pdf
Attachment B - Amendment No. 2 Transfer to Trust PRE 2002 Wright.pdf

Attachment A

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Bruce A. [illegible]s
Monterey Co[illegible]y Recorder
Recorded at the request of
Chicago Title

CRBARBARA
2/24/1998
8:00:00

DOCUMENT: 9810011

Titles: 1 / Pages: 15

Fees.... 50.00
Taxes...
Other...
AMT PAID 50.00

0009810011

Recording Requested By
and
When Recorded Return To:
County of Monterey
Department of Planning and Building Inspection
240 Church Street, Salinas CA 93901
Attn. Frank Brunings, Housing Coordinator

1706222-cw

This instrument filed for record by CHICAGO TITLE, as an accommodation only. It has not been examined as to its execution or its effect upon the title.

INCLUSIONARY HOUSING AGREEMENT

(Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property)

THIS INCLUSIONARY HOUSING AGREEMENT is entered into at Monterey County, California, as of 11-4-97, _____, between **SHAUMBE WRIGHT AND KELLY E. WRIGHT, HUSBAND AND WIFE,** ("Owner"), and the COUNTY OF MONTEREY, a political subdivision of the State of California ("County"),

RECITALS:

A. Owner is the owner of the real property located in the County of Monterey, California, at **7149 OAK TREE PLACE, MONTEREY, CA 93940, (APN 259-121-036-000)**, within the Final Maps (as defined in the California Subdivision Map Act) for Tract No. 1270 which has been filed of record with the Office of the County Recorder of Monterey County, California known as **OAK TREE VIEWS SUBDIVISION** ("Development") as described in Exhibit "A" attached to this Agreement.

B. The development of the **OAK TREE VIEWS SUBDIVISION** has resulted in the construction and sale to the public of single-family dwellings.

C. County has designated the following lot within Development to be "Inclusionary Units" as defined in Subsection 18.40.030M of the COUNTY CODE:

Lot No.	Tract No.
36	1270

Each of the Lots which are Inclusionary Units are hereinafter referred to as a "Unit".

D. In full satisfaction of the requirements of COUNTY CODE Chapter 18.40 with respect to Tract 1270, Owner has agreed to sell the Units at a price effectively restricted by County to make the Units "affordable" in accordance with the provisions of Chapter 18.40 of the COUNTY CODE.

E. In return for and in consideration of the opportunity for Owner to sell the Unit and purchasers to purchase the Unit at "affordable prices" and in consideration of and for other good and valuable consideration, Owner, on behalf of himself and with the express intent to bind all those defined as "Owner" in Paragraph 2(e) below, hereby grant to County the option to purchase the Units ("Option") on the following terms and conditions.

1. **Good Faith Effort To Sell The Units.** Owner shall make a good faith effort to sell the Units to purchasers who meet the eligibility requirements of Chapter 18.40 of the Monterey County Code. Good faith effort shall constitute the following:

   (a) Sell the units to persons having an annual income no greater than 120% of the median income for Monterey County as defined by the U.S. Department of Housing and Urban Development (H.U.D.) as adjusted for family size.

   (b) Inform the Housing Authority and the Department of Planning and Building Inspection of intent to sell inclusionary units by mailing a "Notice of Intent to Sell Inclusionary Units."

   (c) To perform any preliminary verification of households selected to purchase inclusionary units from owner. Preliminary verification includes review of prequalification statement from a lender and income tax statements to determine the household's income eligibility with county median income guidelines.

   (d) To pay the Housing Authority for the services rendered in verifying and certifying eligible households. The fee for such services shall not exceed $300 for each household submitted for verification.

   (e) To deliver a copy of this Agreement to any household certified as an eligible household by the Housing Authority.

   (f) Request, if necessary, a sixty (60) day extension of the marketing period and a sixty (60) day extension of the escrow period pursuant to Paragraph E.3.(a)(ii) of this Agreement.

(g) Notwithstanding the foregoing, if Owner requests a Hardship Waiver in writing from the obligation to seek to sell the Property as described hereinabove, and the County grants said Hardship Waiver, the sixty (60) day period set forth in 3. (a.) (i.) below shall commence upon the County's receipt of the Owner's request for Hardship Waiver. A Hardship Waiver shall include job loss, death in Borrower's immediate family, divorce or other event or circumstance which the County reasonably believes warrants a Hardship Waiver.

2. **Exercise and Administration of Option.**

(a) County may administer and/or exercise the Option itself.

(b) County may from time to time designate another entity, person or organization to administer and/or exercise the Option ("Designee").

(c) County or its Designee may assign the Option to an individual private buyer who meets the eligibility requirements of, and is approved by, County.

(d) After the exercise of the Option by County, its Designee or any assignee of County or its Designee in the manner prescribed in this Agreement, County or its Designee may assign or reassign the right to purchase the Unit to any substitute individual private buyer who meets the eligibility requirements of, and is approved by County; provided, however, that any such subsequent assignment shall not extend any time limits contained in this Agreement.

(e) The Option contained in this Agreement shall not apply to the first purchaser owner nor to any subsequent sale to a purchaser owner who meets the eligibility requirements for a low or moderate income buyer under Chapter 18.40 of the Monterey County Code or to the transfer of a Unit by the Owner if the transfer is a permitted transfer described in Paragraph 11 of this Agreement or to the sale of a unit which is subject to a permitted encumbrance as described in Paragraph 12 of this Agreement, pursuant to a foreclosure sale or deed in lieu, or any subsequent transfer of title to the unit following such foreclosure or deed in lieu transfer.

3. **Method of Exercising Option.**

(a) Notice to Sell and Notice of Acceptance.

i) Except for permitted transfers of a Unit as set forth in Paragraph 11 below and sale of a unit which is subject to a permitted encumbrance as described in Paragraph 12 of this Agreement, pursuant to a foreclosure sale or deed in lieu, or any subsequent transfer of title to the unit following such foreclosure or deed in lieu transfer, if Owner wishes to sell or otherwise dispose of a Unit, Owner shall notify County in writing ("Notice to Sell"). The Notice to Sell shall state the street address of the Unit and Owner's full name(s), and shall be personally delivered or deposited in the United States mail, postage prepaid, first class, certified return receipt requested, addressed to Housing Coordinator, County of Monterey, Post Office Box 1208, Salinas, California 93902 and to the County Housing Authority of the County of Monterey addressed to:123 Rico Street, Salinas, CA 93907. County, its Designee or any assignee of County or its Designee shall then have the right to exercise the Option by delivery of written notice ("Notice of Acceptance") by personal delivery or upon deposit into the United States mail, postage prepaid, first class certified mail, to Owner at the address of the Unit at any time within sixty (60) days following the actual receipt by County of the Notice to Sell.

ii) Should Owner fail to sell the unit within sixty (60) days, or complete a transfer of title to purchasers who meet the eligibility requirements of the Inclusionary Housing Ordinance during the following sixty (60) day escrow period, Owner may request from County one additional sixty (60) day marketing period and sixty (60) day escrow period before County exercises its Option.

iii) County shall have sixty (60) days from the date it receives notice of the owner's failure to close escrow to exercise its option to purchase the Property at the Option Price. Upon such exercise, the County shall have sixty (60) days from the date of exercise of its option to consummate the Escrow Closing.

iv) In the event that County abandons, or fails to exercise, or elects not to exercise the Option within sixty (60) days after it actually receives the Notice to Sell or within an additional sixty (60) day marketing period requested by the owner, County shall cause to be recorded in the Office of the Recorder of County, a notice of intent not to exercise the option with respect to the Unit, and shall deliver a copy of the notice to Owner addressed to the street address of the Unit. The notice shall be recorded within fifteen (15) days following County's decision not to exercise its Option but not later than one hundred twenty (120) days from the Owner's original notice of intent to sell.

v) In the event that County abandons, or fails to exercise, or elects not to exercise the Option within sixty (60) days after it actually receives the Notice to Sell or within an additional sixty (60) day marketing period requested by the owner, or in the event that upon the County's exercise of the Option, County fails to consummate Escrow Closing at the end of sixty (60) days from the date of exercise of the Option, Owner may then sell the Unit for a fair market price determined by an appraisal approved by County. In the event an escrow is opened related to the sale of the Unit at fair market price, Owner shall be entitled to be paid that amount up to but not to exceed the net amount that Owner would have received under the formula in Paragraphs 6 and 7 upon the close of escrow plus any transaction costs related to the sale. County will submit to the Escrow Agent a demand for payment for the balance of surplus, if any, in an amount which equals the appraised value minus the amount that owner would have received under the formula in Paragraphs 6 and 7. Upon close of escrow related to the sale of the Unit at fair market price, title to the Unit shall be taken free and clear of the covenants, restrictions and terms of this Agreement and the Option granted to County. County shall deliver a full release of this Agreement to escrow for recordation. The fair market price purchaser of the Unit and any subsequent transferee may thereafter sell the Unit without regard to this Agreement or the Option granted to County.

(b) **Notice of Default Under Deed of Trust**. Owner covenants to cause to be filed for record in the Office of the Recorder of County, a request for a copy of any notice of default and of any notice of sale under any deed of trust encumbering the Unit. The request shall specify that any such notice shall be mailed to the Housing Coordinator, County of Monterey, Post Office Box 1208, Salinas, California 93902 and to the County Housing Authority of the County of Monterey addressed to 123 Rico St. ,Salinas, CA 93907. County shall have the right but not the obligation to cure any default under any deed of trust encumbering a Unit. In the event Owner encumbers a Unit with a non-purchase money deed of trust or mortgage, an act which is in violation of this Agreement, any notice of sale under the non-purchase money deed of trust or mortgage given pursuant to CIVIL CODE SUBSECTION 2924(f) may, at the election of County, constitute a Notice to Sell pursuant to Paragraph 3(a) and the option to purchase shall take priority over any trustee's sale or foreclosure of a non-purchase money deed of trust. In the event Owner fails to file such request for notice, County's option to purchase shall, at its election, run from the date County obtains actual knowledge of sale or proposed sale. County shall exercise its election as provided in the previous two sentences only after (i) County has reasonably determined that Owner either does not intend to or is not in a financial position to cure the default or defaults under the deed of trust; and (ii) depositing in the United States mail, first class certified, postage prepaid, written notice of its election, addressed to the owner at

the street address of the Unit and to the beneficiary under the deed of trust, if the deed of trust is in default. In the event County elects not to exercise its option upon default, any surplus to which Owner may be entitled shall be paid as follows: that portion of surplus, if any, up to but not to exceed the net amount that Grantee would have received under the formula in Paragraphs 6 and 7 had County exercised its option to purchase the Unit on the date of the foreclosure sale, shall be paid to Owner on the date of the foreclosure sale; the balance of surplus, if any, shall be paid to County. Anything contained in this Agreement to the contrary notwithstanding, the provisions of this Agreement and the Option granted to County, shall be subordinate to any purchase money deed of trust encumbering a Unit, but County shall have the right to cure any default under a deed of trust encumbering a Unit.

(c) **Sale, Transfer or Conveyance of Interest in Unit Without Notice to Sell**. If Owner fails to provide County with a properly delivered Notice to Sell pursuant to Paragraph 3(a) and County learns of (i) a pending sale, transfer or conveyance of the Unit; or (ii) the actual transfer, sale or conveyance of the Unit, County shall have the right to exercise the Option pursuant to the terms of this Agreement AT ANY TIME THEREAFTER AT ITS ELECTION, however, any such option must be exercised by written notice delivered to the property owner no later than 60 days from the date the County learns of such pending or actual sale, conveyance, or transfer. Owner expressly understands and agrees that only a properly delivered Notice to Sell shall result in the period for exercise of the Option being limited to sixty (60) days pursuant to Paragraph 3(a)(i), or an additional sixty (60) days marketing period when requested by Owner.

4. <u>Escrow</u>.

(a) **Opening of Escrow.** If and in the event that County, its Designee or any assignee of County or its Designee exercises the Option, close of escrow for the purchase of the Unit shall be on or before forty-five (45) days following receipt by Owner of the Notice of Acceptance, or such later date as may be mutually agreed upon by Owner and County, County's Designee or assignee. The escrow shall be opened upon delivery to Owner of the Notice of Acceptance or as soon thereafter as possible, or at such later time as may be mutually agreed upon by Owner and County, County's Designee or assignee.

(b) **Payment From Escrow**. At the close of escrow for the sale of the Unit, Owner shall pay through escrow to County or its Designee a resale fee for administration of the resale program in an amount determined by County, which in no event may exceed four percent (4%) of the actual purchase price for the Unit, as computed pursuant to Paragraphs 6 and 7 below, and any prepayment fee charged by the holder of a trust deed encumbering the Unit.

5. **Terms of Purchase**.

(a) **Cash.** The purchase price shall be paid in cash at the close of escrow, or as otherwise provided by mutual agreement of Owner and County, County's Designee or assignee. Owner acknowledges and agrees that the percentage amount of any deposit required pending close of escrow shall not exceed that customarily required for the purchase of single-family residences in County at the time of the escrow opening. Closing costs shall be allocated between the buyer and seller according to the customary practices in Monterey County. If Inclusionary Owner sells the unit, he or she is required to certify eligibility of potential buyer and obtain certification of physical condition and correction of any deficiencies in property through the County or the County's designee and agree to pay the Monterey County Housing Authority for such services.

(b) **Assumption of Financing.** Owner agrees to cooperate with County, its Designee or assignee in permitting the purchaser of the Unit purchasing pursuant to the Option, to assume any deed of trust encumbering the Unit, if the purchaser so requests and otherwise is eligible to assume. In the event County purchases a Unit pursuant to the Option and if eligible to do so, takes subject to or assumes an existing deed of trust encumbering the Unit, County shall make the payments on the note secured by the deed of trust and waives any defense to payment based upon the doctrine of sovereign immunity.

(c) **Conditions to Close of Escrow**. The escrow instructions may provide for conditions or contingencies of the type and nature commonly included within residential purchase escrows (including, but not limited to, financing contingencies, inspection rights and preliminary title report approvals) to the obligation of the purchaser to purchase the Unit from the then Owner, provided that any such conditions or contingencies (other than the status of title to the Unit at the time of conveyance and other conditions which by their nature cannot be satisfied prior to closing) must be satisfied or waived on or before sixty (60) days following receipt by Owner of the Notice of Acceptance.

6. **Purchase Price**. The purchase price of the Unit **($165,500.00)** shall, prior to adjustment as provided in Paragraph 7 below, be the lower of:

(a) The purchase price as agreed upon between Owner and County, its Designee or assignee;

(b) The Owner's purchase price of the Unit, regardless of when purchased (hereinafter, "Base Price"), plus an amount, if any, equal to (A) the Base Price multiplied by (B) the percentage increase in the median household income published by the United States Department of Housing & Urban Development ("HUD") for the Monterey County Standard Metropolitan Statistical Area for a family of four (4), from that published for the date nearest the date of purchase of the Unit by Owner over that published nearest the date of receipt by Owner of the Notice of Acceptance. In the event that HUD no longer establishes median income levels at the time of the giving of the Notice to Sell, County may use any other recognized method of computing median income for computing the percentage increase.

In no event, however, shall the purchase price be below the Base Price or below the outstanding balance owing on the note(s) secured by a purchase money deed(s) of trust encumbering the Unit.

7. **Adjustment to Purchase Price**. The purchase price as determined under Paragraph 6 above shall then be adjusted as follows:

(a) If the Unit is sold, the purchase price shall be:

(i) Increased by the actual cost, evidenced by receipts, of any single capital improvement which has a value in excess of one percent (1%) of the Base Price to the Unit made since Owner's acquisition of the Unit which have a useful life of greater than five (5) years subsequent to the conveyance by Owner pursuant to the Option and which were made with all required building and other governmental approvals and with the approval of the relevant homeowners association if such approvals are required (provided, however, the one percent (1%) limitation shall not apply where the expenditure was made pursuant to a mandatory assessment levied by the homeowners association for the development of which the Unit is a part, whether levied for improvements or maintenance to the Unit, the common area or related purposes, or where the expenditure was made for replacement of appliances, fixtures or equipment which was originally acquired as part of the Unit by Owner but in no event shall the purchase price be increased in excess of five percent (5%) of the Base Price); and

(ii) Decreased by the amount necessary to repair any damages and to put the Unit into salable condition as reasonably determined by County, including, but not limited to, cleaning, painting, cleaning or replacing worn carpeting and draperies, and making needed structural, mechanical, electrical, plumbing and fixed appliances repairs. County shall provide Owner with a schedule describing "salable condition" upon purchase of the Unit by Owner and again upon receipt from Owner of the Notice to Sell. In the event Owner disputes the amount determined by County Housing Coordinator to be necessary to repair damage to put the Unit in salable condition, Owner shall have the right to obtain an independent estimate of the amount. County shall reconsider its determination taking into consideration the estimate obtained by Owner. However, the reconsidered determination by County shall be binding upon Owner.

(b) In the event that Owner sells the Unit after a default under a deed of trust, but prior to a trustee's sale or foreclosure sale, Owner shall pay all expenses actually incurred by the beneficiary under the deed of trust incurred due to Owner's default, including, but not limited to, trustee's fees, attorney's fees, costs of sale and debt service on the debt secured by the deed of trust.

8. **Limits on Liability**. Neither County nor its Designee shall become liable to Owner or become obligated in any manner to owner by reason of its assignment of the Option, nor shall County be in any way obligated or liable to owner for any failure of any designee to consummate a purchase of the Unit or to comply with the terms of any agreement or escrow for the sale of the Unit. Only the purchaser executing a purchase agreement or escrow instructions shall be liable to owner pursuant to the terms of any such agreement of escrow.

9. **Indemnification.** Nothing in this Agreement shall be construed by County, by Owner or by any Third Party to create the relationship of principal and agent, or of partnership, joint venture or association with one another. Owner agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from any and all claims, demands, liability, costs, and expenses of whatever nature, including but not limited to, court costs, damages and counsel fees accruing or resulting to any and all contractors, subcontractors, material providers, laborers, and any other person, firm, or corporation furnishing or supplying work in connection with this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Owner in the performance of this Agreement.

10. **Transfers and Conveyances While Option is Operative.** Except as otherwise provided in Paragraph 11 below, until such time as the Option is exercised, waived or expires, the Unit and any interest in title thereto shall not be sold, leased, rented, assigned or otherwise transferred to any person or entity except with the express written consent of County or its Designee, which consent shall be granted only if consistent with County's goal of creating, preserving, maintaining and protecting low and moderate priced housing in Monterey County. Any such sale, lease, assignment or other transfer which has not been consented to by County shall result in County having the RIGHT AT ITS ELECTION TO EXERCISE AT ANY TIME THEREAFTER THE OPTION however, any such option must be exercised by written notice delivered to the property owner no later than 60 days from the date the County learns of such pending or actual sale, conveyance, or transfer PURSUANT TO PARAGRAPH 3(c) ABOVE.

11. **Permitted Transfers**. The Option contained in this Agreement shall not apply to:

(a) a transfer of title of a Unit by gift, devise or inheritance to Owner's spouse, to a surviving joint tenant, to a spouse as a party to a divorce or marital dissolution proceeding or to a spouse in conjunction with marriage; or

(b) a transfer of title of a Unit to a transferee if:

(i) the transferee occupies the Unit,

(ii) the transferee earns no more than One Hundred and Twenty percent (120 %) of the then current County median income as defined by HUD,

(iii) the transferee resides in County prior to the transfer,

(iv) the purchase price paid to Owner by the transferee is not more than the "purchase price" for the Unit as computed pursuant to the provisions of Paragraphs 6 and 7 above, and

(v) County certifies that the facts required by subclauses (i), (ii), (iii) and (iv) are correct and Owner pays to County the costs incurred by County to conduct an investigation to enable County to make the certification; or

(c) a transfer of title of a Unit authorized by resolution of the Board of Supervisors of County as being consistent with the goals and purposes of the provisions of Chapter 18.40 of the MONTEREY COUNTY CODE.

The covenants made by, restrictions imposed upon, and Option granted by this Agreement shall continue to encumber and run with the title to the Unit following a transfer permitted by this Paragraph 11. Owner shall notify County in writing at least fifteen (15) working days before a transfer of the Unit and the transferee must, in writing, assume the obligations and duties and agree to be bound by the restrictions of this Agreement.

12. **Permitted Encumbrances**. This Agreement and the Option granted to County shall not prohibit Owner from encumbering the Unit for the purpose of securing financing for purposes of purchasing the Unit or securing financing to refinance the original purchase price of the Unit, and shall not supersede or in any way reduce the security or affect the validity of any purchase money deed of trust or mortgage. If a Unit is acquired at a foreclosure sale under any purchase money deed of trust or mortgage encumbering the Unit, or by deed in lieu of foreclosure sale, title to the Unit shall be taken free and clear of the covenants, restrictions and terms of this Agreement and the Option granted to County and the purchase money trust deed holder and any subsequent transferee may sell the Unit without regard to this Agreement or the Option granted to County. Owner shall not encumber a Unit with a deed of trust which is not a purchase money deed of trust as defined by California law.

13. **Duration of Option**. The Option and the provisions set forth in this Agreement shall terminate and become void automatically as to the Unit thirty (30) years following the later to occur of (a) any sale of the Unit or any transfer of the Unit permitted pursuant to Paragraph 11(b) or 11(c), or (b) the date of recordation of this Agreement. Except as provided by the terms herein, the provisions set forth in this Agreement shall constitute covenants which shall run with the Unit, shall further and independently constitute an Option encumbering each Unit and shall be binding upon Owner, Owner's heirs, executors, administrators, successors, transferees and assignees, and all parties having or acquiring any right, title or interest in or to any part of a Unit. As long as the Option has not terminated as to a Unit, any attempt to transfer title to any interest in the Unit in violation of this Agreement shall be voidable at the election of County.

14. **Insurance Proceeds**. Notwithstanding the provisions of Paragraph 13, in the event that the Unit is destroyed and insurance proceeds are distributed to Owner instead of being used to rebuild the improvements on the Unit or, in the event of condemnation, if proceeds thereof are distributed to Owner, any surplus of proceeds so distributed remaining after payment of encumbrances of the Unit shall be distributed as follows: that portion of the surplus up to but not exceeding the net amount that Owner would have received under the formula set forth in Paragraphs 6 and 7 above had County exercised the Option on the date of the destruction or condemnation valuation date, shall be distributed to Owner, the balance of such surplus, if any, shall be distributed to County. County shall be named as an additional insured on the fire and casualty insurance policy issued to the Owner insuring loss to the Unit.

15. **Acceptance of Terms by Owner**. By acceptance of the Deed to which this Agreement is attached, Owner accepts and agrees to be bound by the covenants, restrictions and Option contained in this Agreement, and further acknowledges receipt of and agrees to be bound by the covenants, restrictions and Option contained in this Agreement, and further acknowledges receipt of and agrees to be bound by the provisions of this Agreement.

16. **Miscellaneous Provisions**.

(a) **Independent and Severable Provisions.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, such holding shall not render unenforceable any other provision hereof, each provision hereof being expressly severable and independently enforceable to the fullest extent permitted by law.

(b) **Further Assurances and Recordation**. The undersigned covenant that upon the request of County or its Designee, they will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and agreements and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Agreement and other instruments required hereunder, including, but not limited to, (i) immediately executing and acknowledging a Memorandum and Reaffirmation of Grant of Option to Purchase to the County of Monterey; and (ii) upon the sale or other transfer of an interest in the Unit, the undersigned Owner causing the purchaser or transferee to execute and acknowledge an Agreement to Grant Deed in form acceptable to County which shall be attached to the Grant Deed by which the undersigned conveys title to the Unit.

(c) **Captions and Paragraph Headings**. Captions and paragraph headings used herein are for convenience only and shall not be used in construing this Agreement.

(d) **Waiver**. No waiver by County or its Designee of the right to exercise the Option or of any breach by Owner of any covenant, restriction or condition herein contained shall be effective unless such waiver is in writing signed by County or its Designee and delivered to the undersigned. The waiver by County or its Designee of any such breach or breaches, or the failure by County or its Designee to exercise any right to remedy with respect to any such breach or breaches, shall not constitute a waiver or relinquishment for the future of any such covenant or condition or bar any right or remedy of County or its Designee with respect to any such subsequent breach.

(e) **Amendment.** The parties agree that this instrument contains all of the provisions of the Agreement between the parties hereto. No alteration or variation of the terms of this Agreement shall be valid unless made in writing in the form of an amendment and signed by the parties hereto. No oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first set forth above.

OWNERS:

By _____
Shaumbe Wright

By _____
Kelly E. Wright

COUNTY OF MONTEREY:

By _____
William L. Phillips
Director of Planning and
Building Inspection

Approved as to form:
Douglas C. Holland
County Counsel

By _____
Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On 11-4-97 before me, The undersigned Notary Public, personally appeared Shawnee Wright & Kelly E Wright, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

VRS2 CAROLYN WYLIE COMM. #1019751 Notary Public-California Monterey County My Comm. Exp. March 9, 1998 VRS2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On Jan. 21, 1998, before me, Bertha Gonzalez, Notary Public, personally appeared Dale Ellis, Zoning Administrator, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

PWR1 BERTHA GONZALEZ Comm. # 1014896 NOTARY PUBLIC - CALIFORNIA Monterey County My Comm. Expires Mar. 21, 1998 PWR1

Signature Bertha Gonzalez (Seal)

PWR1 BERTHA GONZALEZ Comm. # 1014896 NOTARY PUBLIC - CALIFORNIA Monterey County My Comm. Expires Mar. 21, 1998 PWR1

LEGAL DESCRIPTION

PARCEL I:

Lot 36 as shown on that certain map entitled "Tract No. 1270 Monterra Ranch Properties Inclusionary Housing", filed for record December 12, 1996 in the Office of the Recorder, County of Monterey, California in Volume 19 of Cities and Towns at Page 34. Amended by a Certificate of Correction recorded June 23, 1997 in Reel 3534, Page 1306, Official Records.

PARCEL II:

An easement for ingress, egress and utilities over a portion of Parcel A, as shown on sheet 5 of 61 on the map filed in Volume 18 Cities and Towns at Page 1 of the Monterey County Recorders Office, State of California.

Beginning at the Northwest corner of said Parcel A; thence along the Northerly boundary of said Parcel A,

(1) S. 88° 10' 35" E., 742.67 feet; thence leaving said boundary

(2) S. 1° 49' 25" W., 60.00 feet; thence

(3) N. 88° 10' 35" W., 742.67 feet to a point on the Easterly right-of-way line of Olmsted Road; thence along said Easterly right-of-way line

(4) N. 1° 49' 25" E., 60.00 feet to the point of beginning.

PARCEL III:

A non-exclusive easement for road and public utilities purpose over Parcel "X", Oak Tree Place (a private road), as said Parcel is shown on that certain map entitled "Tract No. 1270 Monterra Ranch Properties Inclusionary Housing", filed for record December 12, 1996 in the Office of the Recorder, County of Monterey, California in Volume 19 of Cities and Towns at Page 34. Amended by a Certificate of Correction recorded June 23, 1997 in Reel 3534, Page 1306, Official Records.

A.P. No. 259-121-036

END OF DOCUMENT

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Attachment B

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Recording Requested by and
When Recorded, Mail to:

County of Monterey
Housing and Community Development Dept.
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901

Attention: Housing

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 259-121-036-000
7149 Oak Tree Place, Monterey, CA 93940

AMENDMENT NO. 2 to
INCLUSIONARY HOUSING AGREEMENT:
(Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property)

THIS AMENDMENT NO. 2 to Agreement: INCLUSIONARY HOUSING AGREEMENT (Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property) is made and entered into by the County of Monterey, hereinafter referred to as "COUNTY", and Shaumbe A. Wright and Kelly E. Wright, hereinafter referred to as "OWNER."

WITNESSETH:

WHEREAS, the County and Shaumbe A. Wright and Kelly E. Wright, have heretofore entered into an Agreement: *INCLUSIONARY HOUSING AGREEMENT (Resale Restrictions on Inclusionary Housing Unit and Option to Purchase Real Property)* ("Agreement"), recorded on February 24,1998, as Document No. 9810011 filed in the Office of the Recorder of the County of Monterey, with respect to that certain real property described in EXHIBIT A attached hereto and incorporated by reference; and

WHEREAS, on April 26, 2011, and July 12, 2011, the Board of Supervisors of the County of Monterey approved certain revisions to the Inclusionary Housing Program which are not retroactive; and

WHEREAS, the parties wish to amend the Inclusionary Housing Agreement to incorporate the program revisions pertaining to transfer of interest of the property to a Revocable Living Trust;

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

1. **Permissible Transfer:** In addition to those permitted transfers described in the Agreement, the County's "OPTION" as defined in the Agreement shall not apply to the transfer or conveyance of the Property into a revocable living trust where Owner is a Trustor, provided:
    a. Owner obtains the consent of the County's designee;
    b. The Trust document, and any Successor Trustee, specifically acknowledges and affirms the existence of restrictions on the use and disposition of the Unit including, but not limited to, the obligation to sell the Unit to an Eligible Purchaser at no more than the Maximum Resale Value, as those terms are described in the Agreement;
    c. The Deed conveying the Unit into the Trust also specifically acknowledges and affirms

the existence of restrictions on the resale of the Property and references the Agreement; and

d. Owner agrees to cooperate and respond promptly to any County requests to owner for owner certification and monitoring.

2. **Recordation:** Upon execution of this Amendment No. 2 by all parties, Owner shall cause this Amendment No. 2 to the Inclusionary Housing Agreement to be recorded in the Office of the Monterey County Recorder and provide a copy of the recorded document to the County's Housing and Community Development Department.

3. **Inclusionary Housing Agreement to Remain in Effect**. Except as herein stated, all other terms, provisions and exhibits of the Inclusionary Housing Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed the Amendment No.2 on the day and year first written below.

COUNTY OF MONTEREY	**Owner:**
By: _____	_____
Craig W. Spencer, Director of Housing & Community Development	Shaumbe A. Wright
_____	_____
Date	Kelly E. Wright
	_____
	Date

Approved as to form:

_____	_____
Reed Gallogly, Deputy County Counsel	Date

DRAFT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT, TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) SS.

On _____ before me, _____, Notary Public, personally appeared _____ _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT, TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF MONTEREY)

On _____ before me, _____
Notary Public, personally appeared _____
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

the land hereinafter referred to is situated in the State of California, County of Monterey, in the unincorporated area, and is described as follows:

PARCEL I:

Lot 36 as shown on that certain map entitled "Tract No. 1270 Monterra Ranch Properties Inclusionary Housing", filed for record December 12, 1996 in the Office of the Recorder, County of Monterey, California in Volume 19 of Cities and Towns at Page 34 and by Certificate of Correction recorded June 23, 1997 in Reel 3534, Page 1306, Official Records, and recorded August 19, 1997 in Reel 3559, Page 843, Official Records, and recorded October 28, 1997 in Series No. 9763858, Official Records, and as amended by Certificate of Correction recorded June 22, 2000 in Official Records under Recorder's Series Number 2000039790.

PARCEL II:

An easement for ingress, egress and utilities over a portion of Parcel A, as shown on sheet 5 of 61 on the map filed in Volume 18 Cities and Towns at Page 1 of the Monterey County Recorders Office, State of California.

Beginning at the Northwest corner of said Parcel A; thence along the Northerly boundary of said Parcel A,

(1) S. 88° 10' 35" E., 742.67 feet; thence leaving said boundary,
(2) S. 1° 49' 25" W., 60.00 feet; thence
(3) N. 88° 10' 35" W., 742.67 feet to a point on the Easterly right-of-way line of Olmsted Road; thence along said Easterly right-of-way line.
(4) N. 1° 49' 25" E., 60.00 feet to the point of beginning.

PARCEL III:

A non-exclusive easement for road and public utilities purposes over Parcel "X", Oak Tree Place (a private road), is said Parcel is shown on that certain map entitled "Tract No. 1270 Monterra Ranch Properties Inclusionary Housing", filed for record December 12, 1996 in the Office of the Recorder, County of Monterey, California in Volume 19 of Cities and Towns at Page 34. Amended by a Certificate of Correction recorded June 23, 1997 in Reel 3534, Page 1306, Official Records.

APN: 259-121-036-000

Commonly known as: 7149 Oak Tree Place, Monterey, CA 93940

Introduced: 11/7/2025

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

a. Find that the consideration of sixteen (16) Williamson Act Applications, consisting of one (1) Application for the Establishment of an Agricultural Preserve ("AGP") and Land Conservation Contract ("LCC") and fifteen (15) Applications for the Creation of Farmland Security Zones ("FSZ") and corresponding FSZ Contracts is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations (CCR), Title 14, Chapter 3, Article 19, Categorical Exemptions, CEQA Guidelines CCR Section 15317 Open Space Contracts or Easements (Class 17 establishment of agricultural preserves) and there are no exceptions pursuant to CEQA Guidelines CCR Section 15300.2.
b. Set a Public Hearing for December 9, 2025, at 10:30 A.M., to consider 16 Williamson Act Applications consisting of one (1) Application to Establish an AGP-LCC and 15 Applications to create an FSZ and enter into corresponding FSZ Contracts including:
1. AGP-LCC Application No. 2026-01 - Kevin D. Kester & June E. Kester, Trustees of the Kevin & June Kester Family Revocable Trust, U/D/T November 18, 2003, Assessor's Parcel Numbers (APNs) 423-141-053-000 and 423-141-054-000; Approximately 160 acres in the South County Area Plan;
2. FSZ Application No. 2026-02 - Donald B. Richardson, Jr. and Marilyn DeC. Richardson, Trustees of the Donald B. and Marilyn DeC. Richardson 1992 Living Trust; Assessor's Parcel Number (APN) 183-011-012-000; Approximately 65 acres in the Central Salinas Valley Area Plan;
3. FSZ Application No. 2026-03 - Jerry and Suzanne Rava Family LLC, a California limited liability company, Assessor's Parcel Numbers (APNs) 231-052-015-000, 231-052-020-000, 231-052-021-000, 231-052-022-000, 231-052-024-000, and 235-101-045-000; Approximately 1,860 acres in the Central Salinas Valley Area Plan;
4. FSZ Application No. 2026-04 - Breschini Ranch LLC; Assessor's Parcel Number (APN) 223-034-009-000; Approximately 100 acres in the Central Salinas Valley Area Plan;
5. FSZ Application No. 2026-05 - Bruce Pisoni, Successor Trustee, of the Pisoni Family Trust - Exemption Trust, Under Declaration of Trust Dated December 20, 2001; Alisa A. Pura, a married woman as her sole and separate property; Albert Andrew Pura, as Trustee, or any Successor Trustee, of the Albert Andrey Pura Trust, Dated June 11, 2020; Stanley A. Braga and Valerie A. Braga, Trustees of the Braga Revocable Living Trust U.T.A dated July 30, 2001; Clifford D. Corda and Nancy A. Corda, Trustees of the 199 Corda Revocable Trust UDT dated September 8, 1999; Chris William Corda, Trustee of the Chris William Corda Trust dated March 26, 2001; Kathryn L. Torres, Trustee, The Kathryn L. Torres Family Trust of 2023, U.D.T. 6/26/24; All as their interest may appear or record; Assessor's Parcel Number (APN) 223-011-012-000; Approximately 177 acres in the Central Salinas Valley Area Plan.
6. FSZ Application No. 2026-06 - Jerry and Suzanne Rava Family LLC, a California limited liability

company, Assessor's Parcel Number (APN) 422-111-046-000; Approximately 190 acres in the Central Salinas Valley Area Plan;
7. FSZ Application No. 2026-07 - RCT Land Company, LP, a California limited partnership; Assessor's Parcel Numbers (APNs) 417-151-027-000 and 257-021-013-000; Approximately 241 acres in the Central Salinas Valley Area Plan;
8. FSZ Application No. 2026-08 - RCT Land Company, LP, a California limited partnership; Assessor's Parcel Number (APN) 257-021-029-000; Approximately 335 acres in the Central Salinas Valley Area Plan;
9. FSZ Application No. 2026-09 - RCT Land Company, LP, a California limited partnership; Assessor's Parcel Number (APN) 257-021-004-000; Approximately 207 acres in the Central Salinas Valley Area Plan;
10. FSZ Application No. 2026-10 -John Edward Doud and Jane Devine Doud, Trustees of The Doud Family 1997 Revocable Trust established on February 18, 1997; Assessor's Parcel Number (APN) 419-501-002-000; Approximately 167 acres in the Central Salinas Valley Area Plan;
11. FSZ Application No. 2026-11 - Blanco Fields, LLC, a limited liability company and AMMA Farms, LLC, a limited liability company; Assessor's Parcel Numbers (APNs) 135-091-007-000, 135-101-004-000; 135-101-012-000; Approximately 284 acres in the Greater Salinas Area Plan;
12. FSZ Application No. 2026-12 - Bonifacio Gardens, LLC, a limited liability company, Assessor's Parcel Numbers (APNs) 135-111-007-000 and 135-111-009-000; Approximately 164 acres in the Greater Salinas Area Plan;
13. FSZ Application No. 2026-13 - Palmero Greens, LLC, a California Limited Liability Company; Assessor's Parcel Numbers (APNs) 135-112-004-000 and 135-112-001-000; Approximately 189 acres in the Greater Salinas Area Plan;
14. FSZ Application No. 2026-14 - Amma Farms, LLC, Limited Liability Company; Assessor Parcel Numbers (APNs) 135-042-004-000; 135-043-005-000; Approximately 185 acres in the North County Land Use Plan;
15. FSZ Application No. 2026-15 - R2 Hunter, LLC, a California Limited Liability Company; Assessor Parcel Numbers (APNs) 177-081-005-000; 177-081-006-000; and 177-081-007-000; Approximately 83 acres in the Greater Salinas Area Plan;
16. FSZ Application No. 2026-16 - Beverly Joan Morgantini, Trustee of the 1996 Morgantini Revocable Trust Under Declaration of Trust dated August 16, 1996; Assessor's Parcel Numbers (APNs) 111-021-005-000 and 111-021-007-000; Approximately 403 acres in the Central Salinas Valley Area Plan.
c. Direct the Clerk of the Board of Supervisors to publish the Notice of Public Hearing for the Public Hearing to take place on December 9, 2025, at 10:30 A.M., to consider one (1) Application to Establish an Agricultural Preserve and 15 Applications to Create Farmland Security Zones and enter into corresponding Williamson Act AGP-LCC and FSZ Contracts as set forth in the Applications listed above.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Set a public hearing for December 9, 2025, at 10:30 A.M. to consider the 2026 Williamson Act Applications, to establish one (1) Agricultural Preserve ("AGP") and Land Conservation Contract ("LCC") and to create 15 Farmland Security Zones ("FSZ") and FSZ Contracts.

SUMMARY:
Each calendar year, the Board of Supervisors must consider Applications to Establish AGPs and LCCs and Applications to Create FSZs and corresponding FSZ Contracts pursuant to the Land Conservation Act of 1965 (Williamson Act). This year, 16 Williamson Act Applications, including one (1) Application to Establish an AGP and enter into an LCC, and 15 Applications for the Creation of FSZs and enter into corresponding FSZ Contracts will be considered. The 16 applications being considered this year include 2 applications from the 2025 round of applications which were continued without prejudice to the 2026 round of applications to preserve the application fees while the owner-applicants resolved issues related to application eligibility criteria.

DISCUSSION:
Williamson Act AGP-LCC and FSZ Contracts consist of agreements between landowners and the County whereby the landowners may receive a reduced property tax assessment by agreeing that their property is to be utilized solely for commercial agricultural production of food or fiber and compatible uses as set forth in the Board of Supervisors approved list of compatible uses as applicable to AGPs and FSZs, respectively. Williamson Act Contracts are established with an initial 20-year term which renews annually on January 1 of each succeeding year to add one (1) additional year to the term unless notice of nonrenewal is provided by the landowner or County.
The Agricultural Preservation Review Committee (APRC) which consists of staff from the Department of Housing and Community Development (HCD-Planning), Agricultural Commissioner's Office, Assessor-Recorder's Office, and the Office of the County Counsel reviewed the 2026 Williamson Act Applications on October 15, 2025. The Monterey County Agricultural Advisory Committee (AAC) considered the 2026 Williamson Act Applications on October 16, 2025. Because this item must be set for a noticed public hearing, the December 9, 2025, staff report will provide the Board of Supervisors with recommendations from the APRC and the AAC regarding each of the applications. Board action is required to establish, by contract, AGP and FSZ status for those selected applications, to commence in the year 2026, if the subject property meets the criteria pursuant to Board Resolution No. 01-485, as amended by Board Resolution No. 03-383 (Procedures for Agricultural Preserves) (**Attachment B**) and Board Resolution No. 01-486 (Procedure for the Creation of Farmland Security Zones and Contracts) (**Attachment C**).

Approximately 804,139 acres of land within the unincorporated area of the County of Monterey are presently under Williamson Act Contract. The 16 applications under consideration total 31 parcels and approximately 4,652 acres. Agricultural Preserves are generally comprised of "non-prime" (typically grazing) lands, whereas Farmland Security Zone acreage must be comprised of at least fifty-one percent (51%) "predominantly prime" farmland (typically row crop).

Attached to this report is the 2026 Application Matrix (**Attachment D**) listing the name, acreage and parcel number(s) and General Plan/Area Plan location, for applications submitted, and a large-scale map (**Attachment E**) showing the general locations of the proposed applications.

OTHER AGENCY INVOLVEMENT:
The APRC, consisting of staff from HCD-Planning, Agricultural Commissioner's Office, Assessor-Recorder's Office, and the Office of the County Counsel reviewed the 2026 Williamson Act

Applications on October 15, 2025. The Monterey County Agricultural Advisory Committee (AAC) considered the 2026 Williamson Act Applications on October 16, 2025. The APRC and AAC's recommendations will be provided in the Board Report for the Public Hearing on December 9, 2025.

FINANCING:
In the event that the Board of Supervisors decides to approve the applications and enter into these Contracts at the December 9, 2025, hearing, the assessed valuation of properties placed under said Contracts shall be reduced to their respective restricted values, resulting in a property tax reduction. An estimate of the net tax reduction will be provided in the Board Report for the Public Hearing on December 9, 2025.

Prepared by: Kayla Nelson, Associate Planner, Housing and Community Development ext. 6408
Reviewed and Approved by: Craig Spencer, Director of Housing and Community Development

This report was prepared with assistance by:

- Mary Grace Perry, Deputy County Counsel, Office of the County Counsel
- Marc Gomes, GIS Analyst, Agricultural Commissioner's Office
- Nadia Ochoa, Ag Resource and Policy Manager, Agricultural Commissioner's Office
- Gregg Macfarlane, Assistant Assessor-Valuation, Assessor-Recorder's Office

The following attachments are on file with the Clerk of the Board:

Attachment A - Notice of Public Hearing for December 9, 2025, at 10:30 A.M.
Attachment B - Board Resolution No. 01-485, as amended by Board Resolution No. 03-383 (Procedures for Agricultural Preserves)
Attachment C - Board Resolution No. 01-486 (Procedure for the Creation of Farmland Security Zones and Contracts)
Attachment D - 2026 Application Matrix
Attachment E - Map of the 2026 Williamson Act Applications

cc: Front Counter Copy; Board of Supervisors; Juan Hidalgo, Agricultural Commissioner/Sealer of Weights and Measures, Agricultural Commissioner's Office; Craig Spencer, Director of Housing and Community Development; Nadia Ochoa, Ag Resource and Policy Manager, Agricultural Commissioner's Office; Mary Grace Perry, Deputy County Counsel, Office of the County Counsel; Gregg Macfarlane, Assistant Assessor-Valuation, Assessor-Recorder's Office; Applicant/Owners and/or Applicant/Owners' respective Legal Representatives/Agents; The Open Monterey Project; LandWatch; Lozeau Drury LLP; Project File REF250036.

Introduced: 11/7/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Find that the consideration of sixteen (16) Williamson Act Applications, consisting of one (1) Application for the Establishment of an Agricultural Preserve ("AGP") and Land Conservation Contract ("LCC") and fifteen (15) Applications for the Creation of Farmland Security Zones ("FSZ") and corresponding FSZ Contracts is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations (CCR), Title 14, Chapter 3, Article 19, Categorical Exemptions, CEQA Guidelines CCR Section 15317 Open Space Contracts or Easements (Class 17 establishment of agricultural preserves) and there are no exceptions pursuant to CEQA Guidelines CCR Section 15300.2.
b. Set a Public Hearing for December 9, 2025, at 10:30 A.M., to consider 16 Williamson Act Applications consisting of one (1) Application to Establish an AGP-LCC and 15 Applications to create an FSZ and enter into corresponding FSZ Contracts including:
1. AGP-LCC Application No. 2026-01 - Kevin D. Kester & June E. Kester, Trustees of the Kevin & June Kester Family Revocable Trust, U/D/T November 18, 2003, Assessor's Parcel Numbers (APNs) 423-141-053-000 and 423-141-054-000; Approximately 160 acres in the South County Area Plan;
2. FSZ Application No. 2026-02 - Donald B. Richardson, Jr. and Marilyn DeC. Richardson, Trustees of the Donald B. and Marilyn DeC. Richardson 1992 Living Trust; Assessor's Parcel Number (APN) 183-011-012-000; Approximately 65 acres in the Central Salinas Valley Area Plan;
3. FSZ Application No. 2026-03 - Jerry and Suzanne Rava Family LLC, a California limited liability company, Assessor's Parcel Numbers (APNs) 231-052-015-000, 231-052-020-000, 231-052-021-000, 231-052-022-000, 231-052-024-000, and 235-101-045-000; Approximately 1,860 acres in the Central Salinas Valley Area Plan;
4. FSZ Application No. 2026-04 - Breschini Ranch LLC; Assessor's Parcel Number (APN) 223-034-009-000; Approximately 100 acres in the Central Salinas Valley Area Plan;
5. FSZ Application No. 2026-05 - Bruce Pisoni, Successor Trustee, of the Pisoni Family Trust - Exemption Trust, Under Declaration of Trust Dated December 20, 2001; Alisa A. Pura, a married woman as her sole and separate property; Albert Andrew Pura, as Trustee, or any Successor Trustee, of the Albert Andrey Pura Trust, Dated June 11, 2020; Stanley A. Braga and Valerie A. Braga, Trustees of the Braga Revocable Living Trust U.T.A dated July 30, 2001; Clifford D. Corda and Nancy A. Corda, Trustees of the 199 Corda Revocable Trust UDT dated September 8, 1999; Chris William Corda, Trustee of the Chris William Corda Trust dated March 26, 2001; Kathryn L. Torres, Trustee, The Kathryn L. Torres Family Trust of 2023, U.D.T. 6/26/24; All as their interest may appear or record; Assessor's Parcel Number (APN) 223-011-012-000; Approximately 177 acres in the Central Salinas Valley Area Plan.
6. FSZ Application No. 2026-06 - Jerry and Suzanne Rava Family LLC, a California limited liability company, Assessor's Parcel Number (APN) 422-111-046-000; Approximately 190 acres in the

Central Salinas Valley Area Plan;
7. FSZ Application No. 2026-07 - RCT Land Company, LP, a California limited partnership; Assessor's Parcel Numbers (APNs) 417-151-027-000 and 257-021-013-000; Approximately 241 acres in the Central Salinas Valley Area Plan;
8. FSZ Application No. 2026-08 - RCT Land Company, LP, a California limited partnership; Assessor's Parcel Number (APN) 257-021-029-000; Approximately 335 acres in the Central Salinas Valley Area Plan;
9. FSZ Application No. 2026-09 - RCT Land Company, LP, a California limited partnership; Assessor's Parcel Number (APN) 257-021-004-000; Approximately 207 acres in the Central Salinas Valley Area Plan;
10. FSZ Application No. 2026-10 -John Edward Doud and Jane Devine Doud, Trustees of The Doud Family 1997 Revocable Trust established on February 18, 1997; Assessor's Parcel Number (APN) 419-501-002-000; Approximately 167 acres in the Central Salinas Valley Area Plan;
11. FSZ Application No. 2026-11 - Blanco Fields, LLC, a limited liability company and AMMA Farms, LLC, a limited liability company; Assessor's Parcel Numbers (APNs) 135-091-007-000, 135-101-004-000; 135-101-012-000; Approximately 284 acres in the Greater Salinas Area Plan;
12. FSZ Application No. 2026-12 - Bonifacio Gardens, LLC, a limited liability company, Assessor's Parcel Numbers (APNs) 135-111-007-000 and 135-111-009-000; Approximately 164 acres in the Greater Salinas Area Plan;
13. FSZ Application No. 2026-13 - Palmero Greens, LLC, a California Limited Liability Company; Assessor's Parcel Numbers (APNs) 135-112-004-000 and 135-112-001-000; Approximately 189 acres in the Greater Salinas Area Plan;
14. FSZ Application No. 2026-14 - Amma Farms, LLC, Limited Liability Company; Assessor Parcel Numbers (APNs) 135-042-004-000; 135-043-005-000; Approximately 185 acres in the North County Land Use Plan;
15. FSZ Application No. 2026-15 - R2 Hunter, LLC, a California Limited Liability Company; Assessor Parcel Numbers (APNs) 177-081-005-000; 177-081-006-000; and 177-081-007-000; Approximately 83 acres in the Greater Salinas Area Plan;
16. FSZ Application No. 2026-16 - Beverly Joan Morgantini, Trustee of the 1996 Morgantini Revocable Trust Under Declaration of Trust dated August 16, 1996; Assessor's Parcel Numbers (APNs) 111-021-005-000 and 111-021-007-000; Approximately 403 acres in the Central Salinas Valley Area Plan.
c. Direct the Clerk of the Board of Supervisors to publish the Notice of Public Hearing for the Public Hearing to take place on December 9, 2025, at 10:30 A.M., to consider one (1) Application to Establish an Agricultural Preserve and 15 Applications to Create Farmland Security Zones and enter into corresponding Williamson Act AGP-LCC and FSZ Contracts as set forth in the Applications listed above.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Set a public hearing for December 9, 2025, at 10:30 A.M. to consider the 2026 Williamson Act Applications, to establish one (1) Agricultural Preserve ("AGP") and Land Conservation Contract ("LCC") and to create 15 Farmland Security Zones ("FSZ") and FSZ Contracts.

SUMMARY:
Each calendar year, the Board of Supervisors must consider Applications to Establish AGPs and LCCs and Applications to Create FSZs and corresponding FSZ Contracts pursuant to the Land Conservation Act of 1965 (Williamson Act). This year, 16 Williamson Act Applications, including one (1) Application to Establish an AGP and enter into an LCC, and 15 Applications for the Creation of FSZs and enter into corresponding FSZ Contracts will be considered. The 16 applications being considered this year include 2 applications from the 2025 round of applications which were continued without prejudice to the 2026 round of applications to preserve the application fees while the owner-applicants resolved issues related to application eligibility criteria.

DISCUSSION:
Williamson Act AGP-LCC and FSZ Contracts consist of agreements between landowners and the County whereby the landowners may receive a reduced property tax assessment by agreeing that their property is to be utilized solely for commercial agricultural production of food or fiber and compatible uses as set forth in the Board of Supervisors approved list of compatible uses as applicable to AGPs and FSZs, respectively. Williamson Act Contracts are established with an initial 20-year term which renews annually on January 1 of each succeeding year to add one (1) additional year to the term unless notice of nonrenewal is provided by the landowner or County.
The Agricultural Preservation Review Committee (APRC) which consists of staff from the Department of Housing and Community Development (HCD-Planning), Agricultural Commissioner's Office, Assessor-Recorder's Office, and the Office of the County Counsel reviewed the 2026 Williamson Act Applications on October 15, 2025. The Monterey County Agricultural Advisory Committee (AAC) considered the 2026 Williamson Act Applications on October 16, 2025. Because this item must be set for a noticed public hearing, the December 9, 2025, staff report will provide the Board of Supervisors with recommendations from the APRC and the AAC regarding each of the applications. Board action is required to establish, by contract, AGP and FSZ status for those selected applications, to commence in the year 2026, if the subject property meets the criteria pursuant to Board Resolution No. 01-485, as amended by Board Resolution No. 03-383 (Procedures for Agricultural Preserves) (**Attachment B**) and Board Resolution No. 01-486 (Procedure for the Creation of Farmland Security Zones and Contracts) (**Attachment C**).

Approximately 804,139 acres of land within the unincorporated area of the County of Monterey are presently under Williamson Act Contract. The 16 applications under consideration total 31 parcels and approximately 4,652 acres. Agricultural Preserves are generally comprised of "non-prime" (typically grazing) lands, whereas Farmland Security Zone acreage must be comprised of at least fifty-one percent (51%) "predominantly prime" farmland (typically row crop).

Attached to this report is the 2026 Application Matrix (**Attachment D**) listing the name, acreage and parcel number(s) and General Plan/Area Plan location, for applications submitted, and a large-scale map (**Attachment E**) showing the general locations of the proposed applications.

OTHER AGENCY INVOLVEMENT:
The APRC, consisting of staff from HCD-Planning, Agricultural Commissioner's Office, Assessor-Recorder's Office, and the Office of the County Counsel reviewed the 2026 Williamson Act Applications on October 15, 2025. The Monterey County Agricultural Advisory Committee (AAC)

considered the 2026 Williamson Act Applications on October 16, 2025. The APRC and AAC's recommendations will be provided in the Board Report for the Public Hearing on December 9, 2025.

FINANCING:
In the event that the Board of Supervisors decides to approve the applications and enter into these Contracts at the December 9, 2025, hearing, the assessed valuation of properties placed under said Contracts shall be reduced to their respective restricted values, resulting in a property tax reduction. An estimate of the net tax reduction will be provided in the Board Report for the Public Hearing on December 9, 2025.

Prepared by: Kayla Nelson, Associate Planner, Housing and Community Development ext. 6408
Reviewed and Approved by: Craig Spencer, Director of Housing and Community Development

This report was prepared with assistance by:

- Mary Grace Perry, Deputy County Counsel, Office of the County Counsel
- Marc Gomes, GIS Analyst, Agricultural Commissioner's Office
- Nadia Ochoa, Ag Resource and Policy Manager, Agricultural Commissioner's Office
- Gregg Macfarlane, Assistant Assessor-Valuation, Assessor-Recorder's Office

The following attachments are on file with the Clerk of the Board:

Attachment A - Notice of Public Hearing for December 9, 2025, at 10:30 A.M.
Attachment B - Board Resolution No. 01-485, as amended by Board Resolution No. 03-383 (Procedures for Agricultural Preserves)
Attachment C - Board Resolution No. 01-486 (Procedure for the Creation of Farmland Security Zones and Contracts)
Attachment D - 2026 Application Matrix
Attachment E - Map of the 2026 Williamson Act Applications

cc: Front Counter Copy; Board of Supervisors; Juan Hidalgo, Agricultural Commissioner/Sealer of Weights and Measures, Agricultural Commissioner's Office; Craig Spencer, Director of Housing and Community Development; Nadia Ochoa, Ag Resource and Policy Manager, Agricultural Commissioner's Office; Mary Grace Perry, Deputy County Counsel, Office of the County Counsel; Gregg Macfarlane, Assistant Assessor-Valuation, Assessor-Recorder's Office; Applicant/Owners and/or Applicant/Owners' respective Legal Representatives/Agents; The Open Monterey Project; LandWatch; Lozeau Drury LLP; Project File REF250036.

Attachment A

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Attachment A

Notice of Public Hearing
Board of Supervisors, County of Monterey

NOTICE IS HEREBY GIVEN that the **Board of Supervisors** of the County of Monterey, State of California, will conduct a Public Hearing on **Tuesday, December 9, 2025** at the hour of **10:30 A.M.** to consider the 2026 Williamson Act Applications consisting of one (1) Application to Establish an Agricultural Preserve and Land Conservation Contract and fifteen (15) Applications for the Creation of Farmland Security Zones (FSZ) and FSZ Contracts (Planning File No. REF250036). The Public Hearing will take place in the County of Monterey, Board of Supervisors Chambers, County Administration Building, Government Center, 168 West Alisal Street, First Floor, Salinas, California and virtually through Zoom, at which time and place any and all interested persons may participate and be heard thereon. The agenda for the December 9 Board of Supervisors meeting will describe how the public may observe and provide testimony telephonically, electronically, or in person in the Board of Supervisors Chambers, County Administration Building, Government Center, 168 West Alisal Street, First Floor, Salinas, California. At least 72 hours ahead of the Board of Supervisors meeting, the agenda will be posted at 168 W. Alisal Street, Salinas, California and on the County website at the following address: https://monterey.legistar.com/Calendar.aspx The sixteen (16) 2026 Williamson Act Applications are as follows:

2026 Williamson Act Applications

Application No; Type of Williamson Act Application; Size of land area (acreage) and Planning Area	Owner	Assessor Parcel Number(s)
2026-01: Agricultural Preserve. Approximately 160 acres in the South County Area Plan	Kevin D. Kester & June E. Kester, Trustees of the Kevin & June Kester Family Revocable Trust, U/D/T November 18, 2003	423-141-053-000 and 423-141-054-000
2026-02: Farmland Security Zone. Approximately 65 acres in the Central Salinas Valley Area Plan	Donald B. Richardson, Jr. and Marilyn DeC. Richardson, Trustees of the Donald B. and Marilyn DeC. Richardson 1992 Living Trust	183-011-012-000
2026-03: Farmland Security Zone. Approximately 1,860 acres in the Central Salinas Valley Area Plan	Jerry and Suzanne Rava Family LLC, a California limited liability company	231-052-015-000, 231-052-020-000, 231-052-021-000, 231-052-022-000, 231-052-024-000, and 235-101-045-000
2026-04: Farmland Security Zone. Approximately 100 acres in the Central Salinas Valley Area Plan	Breschini Ranch LLC	223-034-009-000
2026-05: Farmland Security Zone. Approximately 177 acres in the Central Salinas Valley Area Plan	Bruce Pisoni, Successor Trustee, of the Pisoni Family Trust- Exemption Trust, Under Declaration of Trust Dated December 20, 2001; Alisa A. Pura, a married woman as her sole and separate property; Albert Andrew Pura, as Trustee, or any Successor Trustee, of the Albert Andrey Pura Trust, Dated June 11, 2020; Stanley A. Braga and Valerie A. Braga, Trustees of the Braga Revocable Living Trust U.T.A dated July 30, 2001; Clifford D. Corda and Nancy A. Corda, Trustees of the 199 Corda Revocable Trust UDT dated September 8, 1999; Chris William Corda, Trustee of the Chris William Corda Trust dated March 26, 2001; Kathryn L. Torres, Trustee, The Kathryn L. Torres Family Trust of 2023, U.D.T. 6/26/24; All as their interest may appear or record;	223-011-012-000

Attachment A

Notice of Public Hearing
Board of Supervisors, County of Monterey

2026-06: Farmland Security Zone. Approximately 190 acres in the Central Salinas Valley Area Plan	Jerry and Suzanne Rava Family LLC, a California limited liability company	422-111-046-000
2026-07: Farmland Security Zone Approximately 241 acres in the Central Salinas Valley Area Plan	RCT Land Company, LP, a California limited partnership	422-111-046-000
2026-08: Farmland Security Zone Approximately 335 acres in the Central Salinas Valley Area Plan	RCT Land Company, LP, a California limited partnership	257-021-029-000
2026-09: Farmland Security Zone Approximately 207 acres in the Central Salinas Valley Area Plan	RCT Land Company, LP, a California limited partnership	257-021-004-000
2026-10: Farmland Security Zone Approximately 167 acres in the Central Salinas Valley Area Plan	John Edward Doud and Jane Devine Doud, Trustees of The Doud Family 1997 Revocable Trust established on February 18, 1997	419-501-002-000
2026-11: Farmland Security Zone Approximately 284 acres in the Greater Salinas Area Plan	Blanco Fields, LLC, a limited liability company and AMMA Farms, LLC, a limited liability company	135-091-007-000, 135-101-004-000; 135-101-012-000
2026-12: Farmland Security Zone Approximately 164 acres in the Greater Salinas Area Plan	Bonifacio Gardens, LLC, a limited liability company	135-111-007-000 and 135-111-009-000
2026-13: Farmland Security Zone Approximately 189 acres in the Greater Salinas Area Plan	Palmero Greens, LLC, a California Limited Liability Company	135-112-004-000 and 135-112-001-000
2026-14: Farmland Security Zone Approximately 185 acres in the North County Land Use Plan	Amma Farms, LLC, Limited Liability Company	135-042-004-000; 135-043-005-000
2026-15: Farmland Security Zone Approximately 83 acres in the Greater Salinas Area Plan	R2 Hunter, LLC, a California Limited Liability Company	177-081-005-000; 177-081-006-000; and 177-081-007-000
2026-16: Farmland Security Zone Approximately 403 acres in the Central Salinas Valley Area Plan	Beverly Joan Morgantini, Trustee of the 1996 Morgantini Revocable Trust Under Declaration of Trust dated August 16, 1996	111-021-005-000 and 111-021-007-000

Attachment A

Notice of Public Hearing
Board of Supervisors, County of Monterey

These Applications are Categorically Exempt pursuant to California Environmental Quality Act (CEQA), California Code of Regulations (CCR), Title 14, Chapter 3, Article 19, Categorical Exemptions, CEQA Guidelines CCR Section 15317 Open Space Contracts or Easements (Class 17 – establishment of agricultural preserves).

IF YOU CHALLENGE THIS MATTER IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS PUBLIC NOTICE OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE APPROPRIATE AUTHORITY AT OR BEFORE THE PUBLIC HEARING.

FOR ADDITIONAL INFORMATION CONTACT:

Kayla Nelson, Associate Planner
County of Monterey Housing and Community Development
1441 Schilling Place - South, 2nd Floor, Salinas, CA, 93901
(831) 796-6408 or nelsonk@countyofmonterey.gov

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Attachment B

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Before the Board of Supervisors in and for the
County of Monterey, State of California

Resolution No. 03-383:
Amend Resolution No. 01-485, Amending Procedure for Agricultural Preserves, to include the word "usually" into item no. 1 of "the list of compatible uses within Agricultural Preserves," to read as follows: "The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced."

WHEREAS, the Board of Supervisors recognizes a clerical error that inadvertently omitted the word "usually" in item no. 1 of the County's list of compatible uses within Agricultural Preserves found in Resolution No. 01-485 approved by the Board on December 11, 2001, and

WHEREAS, the Board of Supervisors recognizes that by re-inserting the word, the list of Board-approved Agricultural Preserve compatible uses will be consistent with the Farmland Security Zone compatible uses found in Resolution No. 01-486 that was also approved by the Board on December 11, 2001.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors amends Resolution No. 01-485, Amending Procedure for Agricultural Preserves, to include the word "usually" into item no. 1 of "the list of compatible uses within Agricultural Preserves," to read as follows:

> **"The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced."**

PASSED AND ADOPTED on this 25th day of November, 2003, by the following vote, to-wit:

AYES: SUPERVISORS CALCAGNO, LINDLEY, JOHNSEN, POTTER and ARMENTA

NOES: NONE

ABSENT: NONE

I, Sally R. Reed, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page X of Minute Book 71, on November 25, 2003.

Dated: 11/25/03

Sally R. Reed, Clerk of the Board of Supervisors, County of Monterey, State of California.

By Barbara S. Grant
Deputy Barbara S. Grant

cc: Planning and Building/E. Nordgreen; County Counsel/M. Perry

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No. 01-485 --)
Amending Procedure for)
Agricultural Preserves . . . . .)

WHEREAS, the Land Conservation Act of 1965, as amended, (Government Code, title 5, Division 1, Part 1, Chapter 7), authorizes counties to establish agricultural preserves; and

WHEREAS the purpose of this Act is to maintain the agricultural economy of California by providing an incentive to continue the agricultural use of land; and

WHEREAS, the Board of Supervisors of Monterey County finds that it can assist in maintaining the agricultural economy of California by establishing agricultural preserves and entering into land conservation contracts as authorized by said Act.

NOW, THEREFORE, BE IT RESOLVED that the following procedures shall be used in the County of Monterey for initiating, filing and processing requests to establish agricultural preserves:

1. Applications, an original and four copies, to establish agricultural preserves, shall be filed with the Clerk of the Board of Supervisors on forms provided by said Clerk. Said application and copies shall be filed on or before **September 15th** of each year. The application shall set forth the identity of the owners of the property located within the proposed preserve, a legal description of the property together with Assessor's parcel number or numbers, the size or acreage of the property, and shall have attached thereto a Title Company Lot Book Report which said report shall contain a plat or map of the property accurately showing the exterior boundaries thereof. The application shall also show that the property is being used for commercial agricultural purposes and uses compatible therewith and shall show the rental history or income and expense history for the past three years. The application shall further state that the applicant and the owners request that appropriate steps be taken to reclassify said property into an appropriate agricultural zoning district and that the applicant and the owners desire to enter into a Land Conservation Contract with the County which qualifies as an "enforceable restriction" as that term is used in Revenue and Taxation Code Section 422.

2. The application shall be accompanied by non-refundable fee of $200.00 provided, however, where the application or applications are to place more than one parcel of property under separate ownerships into one preserve the fee shall by $200.00 plus $50.00 for each additional parcel over one under separate ownership.

3. When filed, within ten (10) days of filing, the Clerk shall forward a copy of the application, together with a transmittal memo indicating the date filed, and whether the application was timely filed, to the Assessor, to the Director of Planning and Building Inspection, to the County Counsel, and to the Agricultural Commissioner and/or their designees for their recommendations. The Director of Planning shall submit a report as required by Section 51234 of the Government Code.

4. The Clerk of the Board of Supervisors shall place the matter upon the agenda of the Board of Supervisors. If the Board determines that said application should be granted, the Clerk shall give notice in accordance with the provisions of California Government Code Sections 51230 and 51233.

5. The Board will establish agricultural preserves by resolution. Said resolution shall contain a finding of authorized uses which are compatible with the agricultural uses within the preserve and shall also contain any uniform rules to be adopted for the administering of the preserve.

6. Upon filing the application, the owners of land within the proposed agricultural preserve shall file a request with the Clerk of the Board of Supervisors to enter into a land conservation contract with the County.

7. The Board by resolution shall authorize and direct the Chair of the Board of Supervisors to sign land conservation contracts with the owners of any land within the agricultural preserve.

8. It shall be the policy of the County to establish preserves where qualifications have been met and there is reasonable certainty that contracts will be concluded within a reasonable length of time.

9. It shall also be the policy of this Board to enter into land conservation contracts (a) which provide for a minimum effective period of 20 years; (b) which restrict the use of land to commercial agricultural uses and to uses compatible therewith stated in the agreement; (c) which provide that such contract may not be canceled prior to the date of expiration by their own terms except as provided in said Land Conservation Act, and (d) which also provide for the payment of deferred taxes to the County, unless waived by the Board of Supervisors with the approval of the Secretary of the Resources Agency after the Board's determination that continuation of the contract conditions would seriously jeopardize public health or safety, and upon such cancellation the payment of the same amount and in the same manner as provided by Sections 51283 and 51283.1 of the Government Code.

10. It is further the policy of this Board to provide in such contracts that they shall be effective on the last day of December, prior to the lien date of January first, of the succeeding year, that each shall provide for automatic annual renewal for a period of one year unless notice of non-renewal is given as provided by Section 51245 of

the Government Code. All land conservation contracts and notices of non-renewal thereof shall be recorded by the County. Such contracts shall be binding upon all subsequent transferees of any interest in the real property subject thereto.

11. It is further the policy of this Board to approve only agricultural preserves and land conservation contract applications meeting the following conditions:

a. If located within one mile of a city, said city neither protests the establishing of the preserve nor the execution of the contract.

b. Land Use. To be considered for inclusion in an agricultural preserve, land must have a recent history of use primarily for the production of food and fibre products for commercial purposes. Use for the production of such products for three out of the last five years shall be required, unless a bona fide commitment to such use is clearly evidenced by shorter use after a material change of circumstances, such as in the case of substantial capital investment to improve previously unimproved property for agricultural purposes or recent availability of agricultural water. "Commercial purposes" shall be interpreted to require that most products produced thereon are sold in normal marketing channels.

c. Minimum size and gross income. Applications for establishment of an agricultural preserve will not be considered unless the parcel or group of contiguous parcels to be included in the preserve contains 100 or more acres and shall have had an annual gross income during three of the last five years from the production of animals and/or unprocessed agricultural plant products of not less than $8,000.00, or in the case of recently improved lands, have a potential during the next succeeding year of producing a gross income of $8,000.00 from the production of animals and/or unprocessed agricultural plant products, provided, however, the Board of Supervisors will consider establishing agricultural preserves of less than 100 acres, but of 40 or more acres if it finds that smaller preserves are necessary due to the unique characteristics of the agricultural enterprises in the area and that the establishment of preserves of less than 100 acres is consistent with the general plan of the County.

d. Compatible Uses. Compatible uses permitted on lands within an established "agricultural preserve":

1. Shall not be in conflict or inconsistent with or in violation of the basic underlying zoning applicable to the property;

2. Shall be particularly specified and included in the resolution establishing any preserve; and

3. Shall be reviewed by the Agricultural Preserve Committee for each proposed contract and said Committee shall recommend appropriate adjustments.

PASSED AND ADOPTED this 11th day of December 2001, upon motion of Supervisor Calcagno, seconded by Supervisor Potter, and carried by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Johnsen and Potter.

NOES: None.

ABSENT: Supervisor Pennycook.

I, SALLY R. REED, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page -- of Minute Book 70, on December 4, 2001.

DATED: December 4, 2001

SALLY R. REED, Clerk of the Board
of Supervisors, County of Monterey, State of California

By: Nancy Lukenbill
Deputy

ATTACHMENT A

SUMMARY OF AGRICULTURAL PRESERVE CONTRACT REQUIREMENTS

(Excerpts from Government Code Sections 51230, 51233, 51234, 51243 (a, b) 51243.5, 51244, 51244.5, Resolution No. 80-529; Resolution No. 99-454).

The Land Conservation Act of 1965, as amended, (Government Code, title 5, Division 1, Part 1, Chapter 7), authorizes counties to establish agricultural preserves; and

The purpose of this Act is to maintain the agricultural economy of California by providing an incentive to continue the agricultural use of land; and

The Board of Supervisors of Monterey County finds that it can assist in maintaining the agricultural economy of California by establishing agricultural preserves and entering into land conservation contracts as authorized by said Act.

The Agricultural Preservation Review Committee consisting of representatives from the Assessor's Office, County Counsel Office, Agricultural Commissioner, Planning & Building Inspection Department shall be responsible for reviewing the following in order to consider the establishment of an Agricultural Preserve Contract:

Establishment of Agricultural Preserve Contract

I. Application

- A. Original and three copies of application
- B. Filed on or before **September 15th**
- C. Name and address of each property owner
- D. Legal description of the property
- E. Size (area) of property
- F. Assessor Parcel Numbers
- G. Title report containing plot or map
- H. Indicate current commercial agricultural use and all other uses
- I. Reclassification request, if required
- J. History of Income & Expense

II. Qualifications

A. Areas of 100 acres or more, or group of contiguous parcels (Gov't. Code Sec. 51230) and

B. Annual gross income during three of the last five years from production of animals and/or unprocessed agricultural plant products of not less than $8,000.00 (Res. 80-529, Para 11 (c)).

C. Areas of less than 100 acres, but of 40 or more acres if necessary to preserve the unique characteristics of the agricultural enterprise, (Gov't Cod'e Sec. 51230, Res. 80-529. Para 11 (c) and

D.. Is consistent with the County General Plan. (Gov't Code Section 51234.)

E. Land has been used for production of food and fibre products for three of last five years. (Res. 80-529, Para 11 (c).)

F. Recently improved lands shall have the potential of a gross $8,000.00 income the next succeeding year. (Res. 80-529, Para 11 (c).)

G. If within one mile of a city, that city has not or will not protest the preserve or contract. (Gov't Code Sections 51233, 51243.5.)

H. The property is zoned an appropriate agricultural designation, or that the proper reclassification be requested at the time the contract is applied for. (Res. 80-529, para 1)

Procedure to make New Contracts

The owner of land applies to the Board of Supervisors on or before **September 15** of each year. The application identifies the owners of the property and, besides a legal description, sets forth a size or acreage of the property. A map accurately showing the exterior boundaries of the property also accompanies the application.

The application should show the rental history or income and expense history of the land for commercial agricultural purposes for the last three (3) years. The owners must also request that property be rezoned into an appropriate district. (Resolution No. 80-529, para 1.)

The application is submitted together with a nonrefundable $200.00 fee plus $50.00 for each additional parcel over one under separate ownership (Resolution No. 80-529, para 2.). Within ten (10) days of filing, the Board Clerk forwards the application, together with a

transmittal memo indicating the date received, and whether the application was timely filed, to the Agricultural Preservation Review Committee, consisting of representatives from the Assessor's Office, County Counsel Office, Agricultural Commissioner, and Planning and Building Inspection Department within thirty (30) days. The Committee reports on whether the agricultural preserve is consistent with the general plan. (Government Code Section 51234, Resolution No. 80-529, para 3.)

The application is to restrict land by contract within an agricultural preserve. The agricultural preserve may include several ownerships. To be considered for inclusion in an agricultural preserve, land must have recent history of use primarily for the production of food and fiber for commercial purposes. An application for the establishment of an agricultural preserve will not be considered unless the parcel or group of contiguous parcels to be included in the preserve contains one hundred (100) or more acres (Government Code Section 51230) and shall have had an annual gross income during three (3) of the last five (5) years of not less than eight thousand dollars ($8,000). (Resolution No. 80-529, paragraph 11 (c).)

The Board of Supervisors will consider establishing agricultural preserves of less than one hundred (100) but more than forty (40) acres if it finds that smaller preserves are necessary due to the unique characteristics of the agricultural enterprise. (Resolution No. 80-529, paragraph 11 (c).) For example, specialty crops.

The owner of the land files an application for the establishment of an agricultural preserve and at the same time files an application to enter into an agricultural land conservation contract. This may be in a new agricultural preserve or in the enlargement of an existing preserve.

The Board, by resolution, establishes agricultural preserves and authorizes the Chair of the board to sign all contracts within the preserve. (Resolution No. 80-529; paragraphs 5, 6, 7.) The Board also establishes compatible uses permitted on lands within an established "agricultural preserve" and this list is appended to each contract. (Resolution No. 80-529, paragraph 11 (d).)

What compatible uses are permitted for an Agricultural Preserve Contract

"Compatible use" is defined in the statute, Section 51201 (e) as follows:

"(e) 'Compatible use' is any use determined by the County or City administering the preserve pursuant to Section 51231 or Section 51238 or by this act to be compatible with the agricultural, recreational, or open-space use of land within the preserve and subject to contract. 'Compatible use' includes agricultural use, recreational use or open-space use unless the Board or Council finds after notice and hearing that such use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract pursuant to this chapter."

The list of compatible uses within Agricultural Preserves approved by the Board follow:

1. The drying, packing or other processing of an agricultural commodity performed on the premises where it is produced.

2. Structures necessary and incidental to the agricultural use of the land.

3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner. Single family dwellings incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.

4. Dwellings for persons employed by owner or lessee and the family of the employee or lessee incidental to the agricultural use of the land.

5. An aircraft landing strip incidental to the agricultural use of the land.

6. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.

8. Public or private hunting of wildlife or fishing.

9. Public or private hunting clubs and accessory structures.

10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.

11. Public or private riding or hiking trails.

12. Removal of natural materials.

13. Disposal site for oil field wastes, provided that any such use shall be made only in accordance with the use permit and other permits issued by the County of Monterey and the California Regional Water Quality Board and such other governmental authority as may have jurisdiction over this use.

"Wastes received (discharged) at the site have been, and will continue to be, limited to petroleum and oil field wastes, such as muds, oily water, tank bottom wastes, and brine waters."

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Attachment C

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Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No. 01-486 --)
Amending Procedure for the Creation of)
Farmland Security Zones and Contracts.)

WHEREAS, the Land Conservation Act of 1965, as amended, (Government Code, title 5, Division 1, Part 1, Chapter 7), authorizes counties to establish agricultural preserves; and

WHEREAS, urgency legislation (SB 1182, Statutes of 1998, Chapter 353, Chaptered 8/24/98) amended the Land Conservation Act of 1965, commonly known as the Williamson Act, to authorize the creation of Farmland Security Zones;

WHEREAS the purpose of this Act is to maintain the agricultural economy of California by providing an incentive to continue the agricultural use of land; and

WHEREAS, the legislature of the State of California finds and declares that it is desirable to expand options available to landowners for the preservation of agricultural land, and has enacted urgency legislation for the establishment of farmland security zones (Government Code Section 51296);

WHEREAS, the Board of Supervisors of Monterey County finds that it can assist in maintaining the agricultural economy of California by creating farmland security zones and entering into farmland security zone contracts as authorized by said Act.

WHEREAS, the Board of Supervisors has considered the Environmental Review through the Initial Study process and determined that the amendment of the procedures would have no potential for significant impact upon the environment.

NOW, THEREFORE, BE IT RESOLVED that the following procedures shall be used in the County of Monterey for initiating, filing and processing requests to create farmland security zones:

1. Applications, an original and four copies, to create farmland security zones for existing agricultural preserves, shall be filed with the Clerk of the Board of Supervisors on forms provided by said Clerk. For new Farmland Security Zones, said Applications shall be accompanied by Applications, an original and four copies, to establish agricultural preserves, which shall also be filed with the Clerk of the Board of Supervisors on forms provided by said Clerk. Said application or applications and copies shall be filed on or before **September 15th** of each year. The application(s) shall set forth the identity of each and every owner of the

property located within the proposed preserve and/or farmland security zone, a legal description of the property together with Assessor's parcel number or numbers, the size or acreage of the property. The application(s) shall have attached thereto a Title Company Lot Book Report which said report shall contain a plat or map of the property accurately showing the exterior boundaries thereof. The application(s) shall also show that the property is being used for commercial agricultural purposes and uses compatible therewith and shall show the rental history or income and expense history for the past three years. The application(s) shall further state that the applicant and each of the owner(s) expressly request(s) that appropriate steps be taken to reclassify said property into an appropriate agricultural zoning district and that a Farmland Security Zone be created, that the applicant and the owners desire to rescind an existing Land Conservation Contract or enter into a Land Conservation Contract and rescind said Land Conservation Contract, in order to simultaneously rescind the Land Conservation Contract, create a Farmland Security Zone and enter into a Farmland Security Zone Contract which qualifies for property tax valuation pursuant to Section 423.4 of the Revenue and Taxation Code and Government Code Section 51296.2, as may be amended from time to time.

2. The application shall be accompanied by non-refundable fee of $200.00 provided, however, where the application or applications are to place more than one parcel of property under separate ownerships into one preserve the fee shall by $200.00 plus $50.00 for each additional parcel over one under separate ownership.

3. When filed, within ten days of filing, the Clerk shall forward a copy of the application(s), together with a transmittal memo indicating the date filed, and whether the application(s) are timely filed, to the Assessor, to the Director of Planning, to the County Counsel, and to the Agricultural Commissioner and/or their designees for their recommendations. The Director of Planning shall submit a report as required by Section 51234 of the Government Code.

4. The Clerk of the Board of Supervisors shall place the matter upon the agenda of the Board of Supervisors. If the Board determines that said application(s) should be granted, the Clerk shall give notice in accordance with the provisions of California Government Code Sections 51230 and 51233.

5. The Board will establish agricultural preserves, and/or Farmland Security Zones, by resolution. Said resolution shall contain a finding of authorized uses which are compatible with the agricultural uses within the preserve or Farmland Security Zone and shall also contain any uniform rules to be adopted for the administering of the preserve and/or Farmland Security Zone.

6. Upon filing the application, the owners of land within the proposed agricultural preserve and/or Farmland Security Zone, shall file a request with the Clerk of the Board of Supervisors to enter into a land conservation contract and/or Farmland Security Zone Contract, as applicable, with the County.

7. The Board by resolution shall authorize and direct the Chair of the Board of Supervisors to sign land conservation contracts and/or Farmland Security Zone contracts with the owners of any land within the agricultural preserve and/or Farmland Security Zone, as applicable.

8. It shall be the policy of the County to establish preserves and/or Farmland Security Zones, where qualifications have been met and there is reasonable certainty that contracts will be concluded within a reasonable length of time.

9. It shall also be the policy of this Board to enter into Land Conservation, and/or Farmland Security Zone contracts, as applicable, (a) which provide for a minimum effective period of 20 years; (b) which restrict the use of land to commercial agricultural uses and to uses compatible therewith stated in the agreement; (c) which provide that such contract may not be canceled prior to the date of expiration by their own terms except as provided in said Land Conservation Act and/or Farmland Security Zone, and (d) which also provide for the payment of deferred taxes to the County, unless waived by the Board of Supervisors with the approval of the Secretary of the Resources Agency after the Board's determination that continuation of the contract conditions would seriously jeopardize public health or safety, and upon such cancellation the payment of the same amount and in the same manner as provided by Section 51283 of the Government Code.

10. It is further the policy of this Board to provide in such contracts that they shall be effective on the last day of December, prior to the lien date of January first, of the succeeding year, that each shall provide for automatic annual renewal for a period of one year unless notice of non-renewal is given as provided by Section 51245 of the Government Code. All land conservation and/or Farmland Security Zone contracts and notices of non-renewal thereof shall be recorded by the County. Such contracts shall be binding upon all subsequent transferees of any interest in the real property subject thereto.

11. It is further the policy of this Board to approve only agricultural preserves and land conservation contract and/or Farmland Security Zone applications and contracts meeting the following conditions:

    a. If located within one mile of a city, said city neither protests the establishing of the preserve nor the execution of the contract. If located within a sphere of influence of a city, the creation of the Farmland Security Zone within the sphere of influence has been expressly approved by resolution by the city with jurisdiction within the sphere.

    b. Land Use. To be considered for inclusion in an agricultural preserve and or Farmland Security Zone, land must have a recent history of use primarily for the production of food and fibre products for commercial purposes. Use for

the production of such products for three out of the last five years shall be required, unless a bona fide commitment to such use is clearly evidenced by shorter use after a material change of circumstances, such as in the case of substantial capital investment to improve previously unimproved property for agricultural purposes or recent availability of agricultural water. "Commercial purposes" shall be interpreted to require that most products produced thereon are sold in normal marketing channels.

c. Minimum size and gross income. Applications for establishment of an agricultural preserve, and/or Farmland Security Zone as applicable, will not be considered unless the parcel or group of contiguous parcels to be included in the preserve contains 100 or more acres and shall have had an annual gross income during three of the last five years from the production of animals and/or unprocessed agricultural plant products of not less than $8,000.00, or in the case of recently improved lands, have a potential during the next succeeding year of producing a gross income of $8,000.00 from the production of animals and/or unprocessed agricultural plant products, provided, however, the Board of Supervisors will consider establishing agricultural preserves and/or creating Farmland Security Zones as applicable, of less than 100 acres, but of 40 or more acres if it finds that smaller preserves and/or Farmland Security Zones as applicable, are necessary due to the unique characteristics of the agricultural enterprises in the area and that the establishment of preserves and/or Farmland Security Zones of less than 100 acres is consistent with the general plan of the County.

d. Compatible Uses. Compatible uses permitted on lands within an established "agricultural preserve" and/or "Farmland Security Zone":

1. Shall not be in conflict or inconsistent with or in violation of the basic underlying zoning applicable to the property;
2. Shall be particularly specified and included in the resolution establishing any preserve and/or Farmland Security Zone;
3. Shall be reviewed by the Agricultural Preserve Committee for each proposed contract and said Committee shall recommend appropriate adjustments.
4. Shall not be based on the compatible use provisions contained in Government Code Section 51238.1(c). (Government Code Section 51296.7).

e. Prime Agricultural Land. Applications for Farmland Security Zones shall not be considered unless the property is predominantly prime agricultural land as defined in Government Code Section 51201(c), or designated on the Important Farmland Series Maps, prepared pursuant to Government Code Section 65570 as predominantly one or more of the following: (1) prime

farmland; (2) farmland of statewide significance; (3) unique farmland; (4) farmland of local importance.

f. The property is not enforceably restricted pursuant to the Open-Space Easement Act of 1974 (commencing with Government Code Section 51070).

PASSED AND ADOPTED this 11th day of December, 2001, upon motion of Supervisor Calcagno, seconded by Supervisor Potter, and carried by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, J ohnsen and Potter.

NOES: None.

ABSENT: None.

I, SALLY R. REED, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page -- of Minute Book 70, on December 4, 2001.

DATED: December 4, 2001

SALLY R. REED, Clerk of the Board
of Supervisors, County of Monterey, State of California

By: Nancy Lukenbill
Deputy

ATTACHMENT A

SUMMARY OF AGRICULTURAL PRESERVE CONTRACT AND FARMLAND SECURITY ZONE CONTRACT REQUIREMENTS

(Excerpts from Government Code Sections 51230, 51233, 51234, 51243 (a,b), 51243.5, 51244, 51244.5, 51296 et. Seq., Resolution No. 80-529 and Resolution No. 99-455)

The Land Conservation Act of 1965, as amended, (Government Code, title 5, Division 1, Part 1, Chapter 7), authorizes counties to establish agricultural preserves; and

The purpose of this Act is to maintain the agricultural economy of California by providing an incentive to continue the agricultural use of land; and

The Board of Supervisors of Monterey County finds that it can assist in maintaining the agricultural economy of California by establishing agricultural preserves and/or creating Farmland Security Zones, and entering into land conservation and/or Farmland Security Zone contracts as applicable, as authorized by said Act.

The Agricultural Preservation Review Committee consisting of representatives from the Assessor's Office, County Counsel Office, Agricultural Commissioner, Planning & Building Inspection Department shall be responsible for reviewing the following in order to consider the establishment of an Agricultural Preserve Contract and/or creation of a Farmland Security Zone.

Establishment of Agricultural Preserve and/or Farmland Security Zone Contract

I. Application

A. Original and three copies of application

B. Filed on or before September 15th

C. Name and address of property owner(s)

D. Legal description of the property

E. Size (area) of property

F. Assessor Parcel Numbers

G. Title report containing plot or map

H. Indicate current commercial agricultural use and all other uses

I. Reclassification request, if required

J. History of Income & Expense

II. Qualifications

A. Areas of 100 acres or more, or group of contiguous parcels (Gov't. Code Sec. 51230) and

B. Annual gross income during three of the last five years from production of animals and/or unprocessed agricultural plant products of not less than $8,000.00 (Res. 80-529, Para 11 (c)).

C. Areas of less than 100 acres, but of 40 or more acres if necessary to preserve the unique characteristics of the agricultural enterprise, (Gov't Cod'e Sec. 51230, Res. 80-529. Para 11 (c) and

D.. Is consistent with the County General Plan. (Gov't Code Section 51234.)

E. Land has been used for production of food and fibre products for three of last five years. (Res. 80-529, Para 11 (c).)

F. Recently improved lands shall have the potential of a gross $8,000.00 income the next succeeding year. (Res. 80-529, Para 11 (c).)

G. If within one mile of a city, that city has not or will not protest the preserve or contract. (Gov't Code Sections 51233, 51243.5.). If located within a sphere of influence of a city, the creation of the Farmland Security Zone within the sphere of influence has been expressly approved by resolution by the city with jurisdiction within the sphere.

H. The property is zoned an appropriate agricultural designation, or that the proper reclassification be requested at the time the contract is applied for. (Res. 80-529, para 1)

I. Compatible Uses. Compatible uses permitted on lands within an established "agricultural preserve" and/or "Farmland Security Zone": (1) Shall not be in conflict or inconsistent with or in violation of the basic underlying zoning applicable to the property; (2) Shall be particularly specified and included in the resolution establishing any preserve and/or Farmland Security Zone; (3) Shall be reviewed by the Agricultural Preserve Committee for each proposed contract

and said Committee shall recommend appropriate adjustments. (4) Shall not be based on the compatible use provisions contained in Government Code Section 51238.1(c). (Government Code Section 51296.7).

J. Prime Agricultural Land. Applications for Farmland Security Zones shall not be considered unless the property is predominantly prime agricultural land as defined in Government Code Section 51201(c), or designated on the Important Farmland Series Maps, prepared pursuant to Government Code Section 65570 as predominantly one or more of the following: (1) prime farmland; (2) farmland of statewide significance; (3) unique farmland; (4) farmland of local importance.

K. The property is not enforceably restricted pursuant to the Open-Space Easement Act of 1974(commencing with Government Code Section 51070.

Procedure to make New Contracts

The owner of land applies to the Board of Supervisors on or before September 15th of each year. The application identifies each of the owners of the property and, in addition to a legal description, sets forth the size or acreage of the property. A map accurately showing the exterior boundaries of the property also accompanies the application.

The application should show the rental history or income and expense history of the land for commercial agricultural purposes for the last three (3) years. The owners must also expressly request that the property be rezoned into an appropriate district and that a Farmland Security Zone be created.

The application is submitted together with a nonrefundable $200.00 fee plus $50.00 for each additional parcel over one under separate ownership. The Board Clerk forwards the application (together with a transmittal memo indicating the date the application(s) is/are received, and whether the application(s) is/are timely filed), to the Agricultural Preservation Review Committee, consisting of representatives from the Assessor's Office, County Counsel Office, Agricultural Commissioner, and Planning and Building Inspection Department within ten (10) days. The Committee reports on whether the agricultural preserve is consistent with the general plan. (Government Code Section 51234, Resolution No. 80-529, para 3.)

The application(s) is/are to restrict land by contract within an agricultural preserve and/or Farmland Security Zone as applicable. The agricultural preserve may include several ownerships. To be considered for inclusion in an agricultural preserve and/or Farmland Security Zone as applicable, land must have recent history of use primarily for

the production of food and fiber for commercial purposes. An application for the establishment of an agricultural preserve, and/or creation of a Farmland Security Zone as applicable, will not be considered unless the parcel or group of contiguous parcels to be included in the preserve contains one hundred (100) or more acres (Government Code Section 51230) and shall have had an annual gross income during three (3) of the last five (5) years of not less than eight thousand dollars ($8,000). (Resolution No. 80-529, paragraph 11 (c).)

The Board of Supervisors will consider establishing agricultural preserves and/or creating Farmland Security Zones as applicable, of less than one hundred (100) but more than forty (40) acres if it finds that smaller preserves, and/or Farmland Security Zones as applicable, are necessary due to the unique characteristics of the agricultural enterprise. (Resolution No. 80-529, paragraph 11 (c).) For example, specialty crops.

The owner of the land files an application for the creation of a Farmland Security Zone and at the same time files an application to enter into a Farmland Security Zone contract. This may be in a new Farmland Security Zone or in the enlargement of an existing preserve and/or Farmland Security Zone as applicable.

The Board, by resolution, establishes Farmland Security Zones and authorizes the Chair of the Board to sign the contracts within the Farmland Security Zones as applicable. The Board also establishes compatible uses permitted on lands within the "Farmland Security Zones" and the applicable list is appended to each contract.

What compatible uses are permitted for a Farmland Security Zone Contract

"Compatible use" is defined in the statute, Section 51201 (e) as follows:

"(e) 'Compatible use' is any use determined by the County or City administering the preserve pursuant to Section 51231 or Section 51238 or Section 51238.1 or by this act to be compatible with the agricultural, recreational, or open-space use of land within the preserve and subject to contract. 'Compatible use' includes agricultural use, recreational use or open-space use unless the Board or Council finds after notice and hearing that such use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract pursuant to this chapter."

The list of compatible uses approved by the Board within Farmland Security Zones follow:

1. The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced.

2. Structures necessary and incidental to the agricultural use of the land.

3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner. Single family dwellings

incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.

4. Dwellings for persons employed by owner or lessee and the family of employee or lessee incidental to the agricultural use of the land.

5. An aircraft landing strip incidental to the agricultural use of the land.

6. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.

8. Public or private hunting of wildlife or fishing.

9. Public or private hunting clubs and accessory structures.

10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.

11. Public or private riding or hiking trails.

12. Removal of natural materials.

13. Disposal site for oil field wastes, provided that any such use shall be made only in accordance with the use permit and other permits issued by the County of Monterey and the California Regional Water Quality Board and such other governmental authority as may have jurisdiction over this use.

    "Wastes received (discharged) at the site have been, and will continue to be, limited to petroleum and oil field wastes, such as muds, oily water, tank bottom wastes, and brine waters."

14. Shall not be based on the compatible use provisions contained in Government Code Section 51238.1(c). (Government Code Section 51296.7).

Attachment D

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Attachment D-
2026 Williamson Act Applications-REF250036

App No.	Planning Area	Applicant	*AgP Acreage (GIS) Each/ Total	*FSZ Acreage (GIS) Each/ Total	APN(s)
2026-01	South County	Kevin D. Kester & June E. Kester, Trustees of the Kevin & June Kester Family Revocable Trust, U/D/T November 18, 2003	160		423141053000 423141054000
2026-02	Central Salinas	Donald B. Richardson, Jr. and Marilyn DeC. Richardson, Trustees of the Donald B. and Marilyn DeC. Richardson 1992 Living Trust		65	183011012000
2026-03	Central Salinas	Jerry and Suzanne Rava Family LLC, a California limited liability company		1,860	231052015000 231052020000 231052021000 231052022000 231052024000 235101045000
2026-04	Central Salinas	Breschini Ranch LLC		100	223034009000
2026-05	Central Salinas	Bruce Pisoni, Successor Trustee, of the Pisoni Family Trust- Exemption Trust, Under Declaration of Trust Dated December 20, 2001; Alisa A. Pura, a married woman as her sole and separate property; Albert Andrew Pura, as Trustee, or any Successor Trustee, of the Albert Andrey Pura Trust, Dated June 11, 2020; Stanley A. Braga and Valerie A. Braga, Trustees of the Braga Revocable Living Trust U.T.A dated July 30, 2001; Clifford D. Corda and Nancy A. Corda, Trustees of the 199 Corda Revocable Trust UDT dated September 8, 1999; Chris William Corda, Trustee of the Chris William Corda Trust dated March 26, 2001; Kathryn L. Torres, Trustee, The Kathryn		177	223011012000

		L. Torres Family Trust of 2023, U.D.T. 6/26/24; All as their interest may appear or record;			
2026-06	South County	Jerry and Suzanne Rava Family LLC, a California limited liability company		190	422111046000
2026-07	Central Salinas	RCT Land Co. LP, a California limited partnership		241	417151027000 257021013000
2026-08	Central Salinas	RCT Land Co. LP, a California limited partnership		335	257021029000
2026-09	Central Salinas	RCT Land Co. LP, a California limited partnership		207	257021004000
2026-10	Greater Salinas	John Edward Doud and Jane Devine Doud, Trustees of The Doud Family 1997 Revocable Trust established on February 18, 1997		167	419501002000
2026-11	Greater Salinas	Blanco Fields, LLC, a limited liability company and AMMA Farms, LLC, a limited liability company		284	135091007000 135101004000 135101012000
2026-12	Greater Salinas	Bonifacio Gardens, LLC, a limited liability company		164	135111007000 135111009000
2026-13	Greater Salinas	Palmero Greens, LLC, a California Limited Liability Company		189	135112004000 135112001000
2026-14	North County	Amma Farms LLC		185	135042004000 135043005000
2026-15	Greater Salinas	R2 Hunter, LLC, a California Limited Liability Company		83	177081005000 177081006000 177081007000
2026-16	Central Salinas	Beverly Joan Morgantini, Trustee of the 1996 Morgantini Revocable Trust Under Declaration of Trust dated August 16, 1996		403	111021005000 111021007000

*Acreage is based on GIS approximate land area for combined parcels (if more than one parcel)

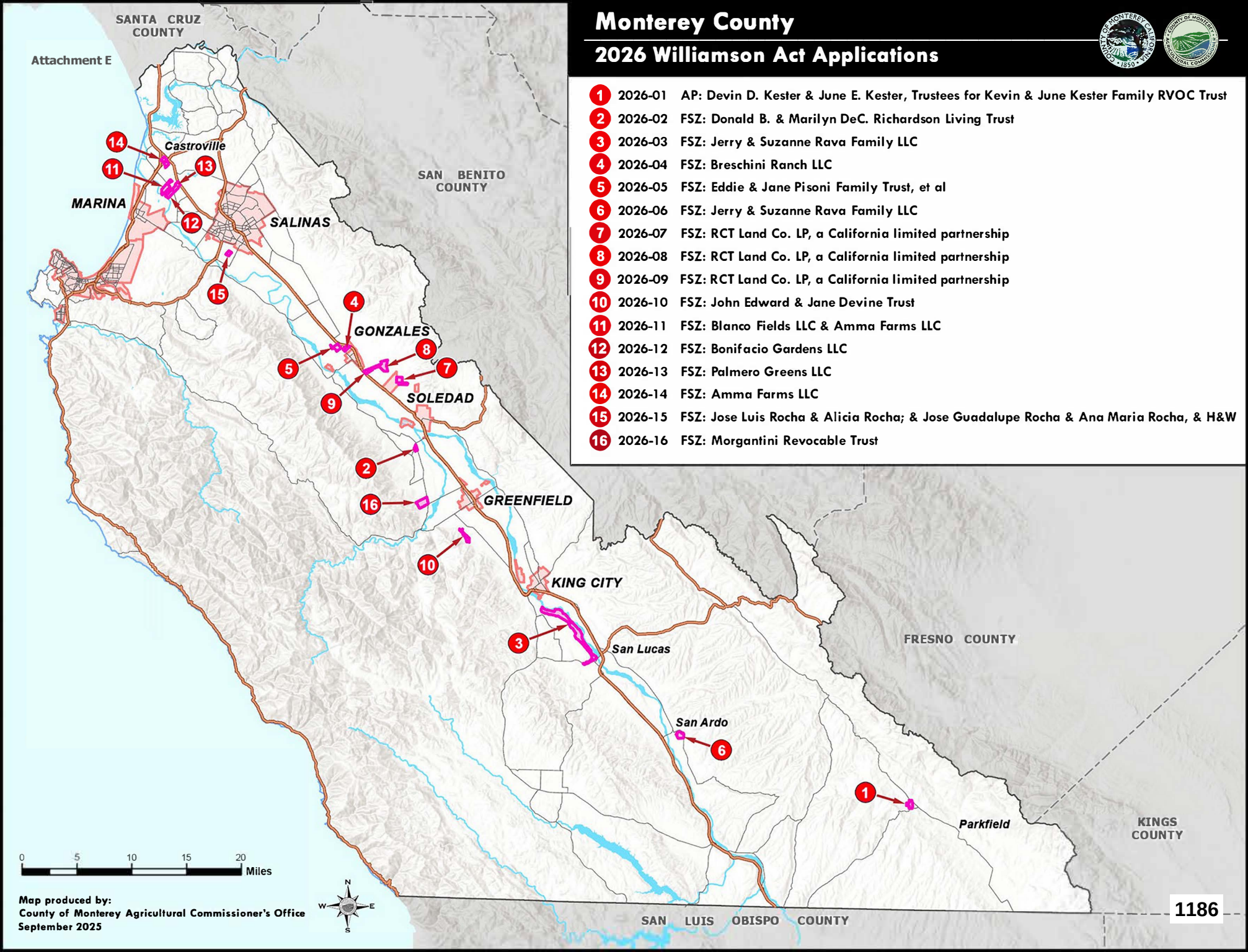
File No. REF250036-
2026 Williamson Act Applications

Attachment E

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Monterey County

2026 Williamson Act Applications



1	2026-01	AP: Devin D. Kester & June E. Kester, Trustees for Kevin & June Kester Family RVOC Trust
2	2026-02	FSZ: Donald B. & Marilyn DeC. Richardson Living Trust
3	2026-03	FSZ: Jerry & Suzanne Rava Family LLC
4	2026-04	FSZ: Breschini Ranch LLC
5	2026-05	FSZ: Eddie & Jane Pisoni Family Trust, et al
6	2026-06	FSZ: Jerry & Suzanne Rava Family LLC
7	2026-07	FSZ: RCT Land Co. LP, a California limited partnership
8	2026-08	FSZ: RCT Land Co. LP, a California limited partnership
9	2026-09	FSZ: RCT Land Co. LP, a California limited partnership
10	2026-10	FSZ: John Edward & Jane Devine Trust
11	2026-11	FSZ: Blanco Fields LLC & Amma Farms LLC
12	2026-12	FSZ: Bonifacio Gardens LLC
13	2026-13	FSZ: Palmero Greens LLC
14	2026-14	FSZ: Amma Farms LLC
15	2026-15	FSZ: Jose Luis Rocha & Alicia Rocha; & Jose Guadalupe Rocha & Ana Maria Rocha, & H&W
16	2026-16	FSZ: Morgantini Revocable Trust

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Introduced: 10/27/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Ordinance

Introduce, waive reading, and set December 9, 2025, at 10:30 a.m. as the date and time for a public hearing to consider adoption of an ordinance:
a. To make express findings that County amendments to the 2025 California Building Standards Code are reasonably necessary due to local climatic, geological or topographical conditions; and
b. To repeal the 2022 California Building Standards Code with County amendments and adopt the 2025 California Building Standards Code with County amendments.

RECOMMENDATION:
Introduce, waive reading, and set December 9, 2025, at 10:30 a.m. as the date and time for a public hearing to consider adoption of an ordinance:
a. To make express findings that County amendments to the 2025 California Building Standards Code are reasonably necessary due to local climatic, geological or topographical conditions; and
b. To repeal the 2022 California Building Standards Code with County amendments and adopt the 2025 California Building Standards Code with County amendments.

SUMMARY:
The International Code Council (ICC) revises and publishes model building codes on a three-year cycle. In about a six-month period after ICC publication, the State of California, through a variety of its agencies, adopts the ICC codes with amendments. The model codes include main branches of construction such as the building, fire, residential, plumbing, mechanical, and electrical codes. Also included are the model codes dealing with energy consumption and efficiency, green building and waste reduction, historic buildings and existing buildings. The formal names include the California Building Code, the California Fire Code, etc. The California model building codes were published on July 1, 2025, and will become effective January 1, 2026.

The State of California affords local jurisdictions 180 days to make any local amendments that are reasonably necessary due to local conditions including climate, geography, and topography. If no local amendments are adopted, local jurisdictions can adopt the model codes without modification. Local amendments that are equal to or more stringent than state provisions can be made; however, local jurisdictions cannot relax state codes. Local amendments must be filed with the State's Building Standards Commission and the California Energy Commission. Amendments or changes to the model codes are administered by the State's Building Standards Commission. Amendments or changes to the energy codes are administered by the State's California Energy Commission.

The 2025 code edition will replace the 2022 code volumes. As indicated, the County may make changes or modifications in the state-mandated standards upon express findings that the changes or

modifications are "reasonably necessary because of local climatic, geological or topographical conditions" (Health and Safety Code sections 17958.7, 18941.5). Accordingly, the proposed ordinance amends several chapters of Title 18 of the Monterey County Code to repeal the 2022 California Buildings Standards Code with local amendments and to adopt the 2025 California Building Standards Code with local amendments (**Attachment A**).

DISCUSSION:

During the 2024 Triennial Code Adoption Cycle, California state agencies reviewed the most recent edition of national model codes and standards and made amendments and additions to most parts of the California Building Standards Code, Title 24 of the California Code of Regulations (Title 24). The state has produced a publication (**Attachment B**) containing information regarding substantive changes related to the 2025 edition of Title 24.

Specific to Part 6 California Energy Code, the 2025 Energy Code builds on California's technology innovations, encouraging inclusion of market-ready electric products in new construction, such as heat pumps for climate control and water heating. The update also requires all new homes be electric-ready. That means buildings with gas stoves have the electrical panels and wiring to support a switch to electric stoves. For newly constructed residential buildings, the prescriptive compliance path now mandates all-electric heat pump systems for space and water heating, and gas furnaces require the more complex performance compliance method. Further advancements and cost reductions will continue to expand electric options for heating, cooking, laundering, and EV charging to meet all Californians' needs. These are crucial steps in the state's progress toward 100 percent clean electricity and carbon neutrality by midcentury, or earlier. A summary of the proposed 2025 Energy Code updates is provided in **Attachment C**.

The proposed ordinance adopts the entirety of the 2025 California Building Standards Code into the Monterey County Code, including certain administrative and enforcement provisions, with County amendments based on Monterey County's unique local climate, geography, and topography.

The following publications will be adopted by reference and incorporated in Title 18 of the Monterey County Code, except as expressly amended: The 2025 edition of Title 24, California Code of Regulations ("CCR") consisting of the following Parts:

- Part 1 California Administrative Code
- Part 2 California Building Code
- Part 2.5 California Residential Building Code
- Part 3 California Electrical Code
- Part 4 California Mechanical Code
- Part 5 California Plumbing Code
- Part 6 California Energy Code
- Part 8 California Historical Building Code
- Part 9 California Fire Code
- Part 10 California Existing Building Code
- Part 11 California Green Building Standards Code (*CALGreen Code*)
- Part 12 Reference Standards Code

Note that there were no significant updates to the California Historical Building Code, Part 8 of Title 24, and Part 7 is vacant. There were no changes to Part 8 because the State Historical Building Safety Board adopted the 2025 California Historical Building Code by carrying forward existing provisions from the 2022 edition without further amendment.

All of these "Parts" make up the Building Code. The ordinance also includes locally adopted standards such as a Property Maintenance Code. All local amendments to the building standards for Monterey County remain the same as the local amendments approved in previous code cycles.

The amendments to the local Fire Code reflect a consensus among all fire districts regarding code content. Thus, the amended local Fire Code applies across division lines, eliminating need for multiple codes. Fire Codes are part of the Building Code, subject to interpretation by the County's Building Official. Monterey County defers inspection of fire codes to the responsible fire district/agency.

OTHER AGENCY INVOLVEMENT:
County Counsel has approved the ordinance as to form.

FINANCING:
Building permit fees are based on estimated construction valuation. Staff does not anticipate any change in revenue as a result of these Code changes.

Funding for staff time associated with this project is included in the FY2025-26 Adopted Budget within Community Development, Appropriation Unit HCD002, Unit 8543.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Board of Supervisors Strategic Initiatives include objectives to:
- Improve efficiency and effectiveness of County services (Administration).
- Improve health and quality of life the County supported policies, programs and services (Health and Human Services)
- Create a safe environment (Public Safety)

HCD has Key Performance Measures to implement the Board's Strategic Initiatives by improving the permit process. Building Codes are designed for public safety and environmental sustainability. The adoption of the 2025 Building Standards Code with local amendments will allow for efficient and effective County buildings services that are updated in conformity with updated state standards.

__Economic Development
X Administration
X Health & Human Services
__Infrastructure
X Public Safety

Prepared by: Joshua Bowling, Chief of Building Services, Housing and Community Development
Approved by: Craig Spencer, Housing and Community Development Director, x5233

The following attachments on file with the Clerk of the Board:
Attachment A - Ordinance
Attachment B - 2025 Title 24 California Code Changes
Attachment C - 2025 Building Energy Efficiency Standards Summary

Introduced: 10/27/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Ordinance

Introduce, waive reading, and set December 9, 2025, at 10:30 a.m. as the date and time for a public hearing to consider adoption of an ordinance:
a. To make express findings that County amendments to the 2025 California Building Standards Code are reasonably necessary due to local climatic, geological or topographical conditions; and
b. To repeal the 2022 California Building Standards Code with County amendments and adopt the 2025 California Building Standards Code with County amendments.

RECOMMENDATION:

Introduce, waive reading, and set December 9, 2025, at 10:30 a.m. as the date and time for a public hearing to consider adoption of an ordinance:
a. To make express findings that County amendments to the 2025 California Building Standards Code are reasonably necessary due to local climatic, geological or topographical conditions; and
b. To repeal the 2022 California Building Standards Code with County amendments and adopt the 2025 California Building Standards Code with County amendments.

SUMMARY:

The International Code Council (ICC) revises and publishes model building codes on a three-year cycle. In about a six-month period after ICC publication, the State of California, through a variety of its agencies, adopts the ICC codes with amendments. The model codes include main branches of construction such as the building, fire, residential, plumbing, mechanical, and electrical codes. Also included are the model codes dealing with energy consumption and efficiency, green building and waste reduction, historic buildings and existing buildings. The formal names include the California Building Code, the California Fire Code, etc. The California model building codes were published on July 1, 2025, and will become effective January 1, 2026.

The State of California affords local jurisdictions 180 days to make any local amendments that are reasonably necessary due to local conditions including climate, geography, and topography. If no local amendments are adopted, local jurisdictions can adopt the model codes without modification. Local amendments that are equal to or more stringent than state provisions can be made; however, local jurisdictions cannot relax state codes. Local amendments must be filed with the State's Building Standards Commission and the California Energy Commission. Amendments or changes to the model codes are administered by the State's Building Standards Commission. Amendments or changes to the energy codes are administered by the State's California Energy Commission.

The 2025 code edition will replace the 2022 code volumes. As indicated, the County may make changes or modifications in the state-mandated standards upon express findings that the changes or

modifications are "reasonably necessary because of local climatic, geological or topographical conditions" (Health and Safety Code sections 17958.7, 18941.5). Accordingly, the proposed ordinance amends several chapters of Title 18 of the Monterey County Code to repeal the 2022 California Buildings Standards Code with local amendments and to adopt the 2025 California Building Standards Code with local amendments (**Attachment A**).

DISCUSSION:

During the 2024 Triennial Code Adoption Cycle, California state agencies reviewed the most recent edition of national model codes and standards and made amendments and additions to most parts of the California Building Standards Code, Title 24 of the California Code of Regulations (Title 24). The state has produced a publication (**Attachment B**) containing information regarding substantive changes related to the 2025 edition of Title 24.

Specific to Part 6 California Energy Code, the 2025 Energy Code builds on California's technology innovations, encouraging inclusion of market-ready electric products in new construction, such as heat pumps for climate control and water heating. The update also requires all new homes be electric-ready. That means buildings with gas stoves have the electrical panels and wiring to support a switch to electric stoves. For newly constructed residential buildings, the prescriptive compliance path now mandates all-electric heat pump systems for space and water heating, and gas furnaces require the more complex performance compliance method. Further advancements and cost reductions will continue to expand electric options for heating, cooking, laundering, and EV charging to meet all Californians' needs. These are crucial steps in the state's progress toward 100 percent clean electricity and carbon neutrality by midcentury, or earlier. A summary of the proposed 2025 Energy Code updates is provided in **Attachment C**.

The proposed ordinance adopts the entirety of the 2025 California Building Standards Code into the Monterey County Code, including certain administrative and enforcement provisions, with County amendments based on Monterey County's unique local climate, geography, and topography.

The following publications will be adopted by reference and incorporated in Title 18 of the Monterey County Code, except as expressly amended: The 2025 edition of Title 24, California Code of Regulations ("CCR") consisting of the following Parts:

- Part 1 California Administrative Code
- Part 2 California Building Code
- Part 2.5 California Residential Building Code
- Part 3 California Electrical Code
- Part 4 California Mechanical Code
- Part 5 California Plumbing Code
- Part 6 California Energy Code
- Part 8 California Historical Building Code
- Part 9 California Fire Code
- Part 10 California Existing Building Code
- Part 11 California Green Building Standards Code (*CALGreen Code*)
- Part 12 Reference Standards Code

Note that there were no significant updates to the California Historical Building Code, Part 8 of Title 24, and Part 7 is vacant. There were no changes to Part 8 because the State Historical Building Safety Board adopted the 2025 California Historical Building Code by carrying forward existing provisions from the 2022 edition without further amendment.

All of these "Parts" make up the Building Code. The ordinance also includes locally adopted standards such as a Property Maintenance Code. All local amendments to the building standards for Monterey County remain the same as the local amendments approved in previous code cycles.

The amendments to the local Fire Code reflect a consensus among all fire districts regarding code content. Thus, the amended local Fire Code applies across division lines, eliminating need for multiple codes. Fire Codes are part of the Building Code, subject to interpretation by the County's Building Official. Monterey County defers inspection of fire codes to the responsible fire district/agency.

OTHER AGENCY INVOLVEMENT:
County Counsel has approved the ordinance as to form.

FINANCING:
Building permit fees are based on estimated construction valuation. Staff does not anticipate any change in revenue as a result of these Code changes.

Funding for staff time associated with this project is included in the FY2025-26 Adopted Budget within Community Development, Appropriation Unit HCD002, Unit 8543.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Board of Supervisors Strategic Initiatives include objectives to:
- Improve efficiency and effectiveness of County services (Administration).
- Improve health and quality of life the County supported policies, programs and services (Health and Human Services)
- Create a safe environment (Public Safety)

HCD has Key Performance Measures to implement the Board's Strategic Initiatives by improving the permit process. Building Codes are designed for public safety and environmental sustainability. The adoption of the 2025 Building Standards Code with local amendments will allow for efficient and effective County buildings services that are updated in conformity with updated state standards.

__Economic Development
X Administration
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Prepared by: Joshua Bowling, Chief of Building Services, Housing and Community Development
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Attachment A

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ORDINANCE NO. ____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDING TITLE 18 OF THE MONTEREY COUNTY CODE TO REPEAL THE 2022 CALIFORNIA BUILDING STANDARDS CODE WITH LOCAL AMENDMENTS AND ADOPT THE 2025 CALIFORNIA BUILDING STANDARDS CODE WITH LOCAL AMENDMENTS

County Counsel Summary

This ordinance amends the Monterey County Code to repeal the 2022 California Building Standards Code with County amendments and adopt the 2025 California Building Standards Code with County amendments to form the Building Standards Code of Monterey County. The 2025 California Building Standards Code, applicable throughout California, becomes effective as of January 1, 2026. This ordinance adopts the state standards with more restrictive local amendments applicable in the unincorporated area of Monterey County based on express findings that the County amendments are reasonably necessary because of local climatic, geological, and topographical conditions.

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. FINDINGS AND DECLARATIONS.

A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens.

B. The 2025 California Building Standards Code contain building standards that establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation and safety to life and property from fire, earthquakes, flood and other human-made and natural hazards, and to provide safety to firefighters and emergency responders during emergency operations.

C. The 2025 California Building Standards Code includes the 2025 California Building Code, 2025 California Residential Code, 2025 California Electrical Code, 2025 California Mechanical Code, 2025 California Plumbing Code, 2025 California Energy Code, 2025 California Historical Building Code, 2025 California Fire Code, 2025 California Existing Building Code, 2025 California Green Building Standards Code, and the 2025 California Reference Standards Code.

D. State law requires that the 2025 California Building Standards Code become effective throughout the state 180 days after its publication, which is not later than January 1, 2026.

E. California Health and Safety Code sections 13869.7, 17958.7 and 18941.5 provide that the governing body of the local government may make changes or modifications to the California Building Standards Code based upon express findings that such changes or modifications are reasonably necessary because of local climatic, geological or topographical conditions, provided that such changes or modifications are more restrictive building standards than those contained in the California Building Standards Code.

F. Pursuant to AB 130 (2025), and the amendments to California Health and Safety Code Sections made thereunder, from October 1, 2025 to June 1, 2031, cities and counties are generally prohibited from making certain changes to said codes unless, among other qualifying conditions, the changes or modifications are substantially equivalent to changes or modifications that were previously filed by the governing body of the city or county and were in effect as of September 30, 2025.

G. The Board of Supervisors desires to adopt the 2025 California Building Standards Code with changes or modifications based upon express findings that such changes or modifications are reasonably necessary because of local climatic, geological or topographical conditions, and that such changes or modifications are more restrictive building standards than those contained in the California Building Standards Code, and, furthermore, based upon the express findings that these changes or modifications are substantially equivalent to changes or modifications that were previously filed and were in effect as of September 30, 2025.

H. The Board of Supervisors makes the following express findings to support changes and modifications to the 2025 California Building Standards Code for the County of Monterey:

1. <u>Climatic</u>

The climate of Monterey County is regulated by its proximity to the Pacific Ocean, resulting in a cool-summer Mediterranean climate. Monterey County's average yearly high temperature is 68.6°F and average yearly low temperature is 46.7°F. Average annual precipitation is 18.3 inches with most rainfall occurring between October and April, and little to no precipitation falling during the summer months. Mean annual precipitation in Monterey County ranges from slightly less than 11 inches in the Salinas Valley to over 70 inches in the coastal mountains. Summers in the coastal regions of Monterey County are often cool and foggy. During winter, snow occasionally falls in the higher elevations of the Santa Lucia Mountains and Gabilan Mountains that overlook Monterey County, but snow in Monterey County itself is extremely rare. Annually, there are an average of 15 days with 90°F+ highs, and an average of 13 days with lows reaching the freezing mark or lower.

The amendments to the California Building Standards Code made by this ordinance are necessary for the preservation of the public health and safety and welfare due to the unique local climatic conditions found within Monterey County. Some areas of Monterey County are subject to localized and widespread floods and wildfires that have historically isolated areas of the County from others, making timely, effective emergency response difficult for the duration of the emergency. As such, buildings need to be designed and constructed to stricter fire and

structural safety standards utilizing fire resistant building materials that are vital to ensure the life, health, and safety of the building occupants and responding fire personnel. These amendments are substantially equivalent to changes or modifications that were previously filed and were in effect as of September 30, 2025.

2. <u>Geological</u>

Monterey County lies within the California Coast Ranges, a region that rides on both the Pacific and North American tectonic plates. Regional tectonic forces generate an estimated relative motion between the North American and Pacific plates of approximately two inches per year. Over time, these forces have created the varied mountains and valleys seen in Monterey County today. There are four faults of concern in the Monterey County with the San Andreas and San Gregorio Faults considered the most active with evidence of historic or recent movement which form the eastern and western boundaries of the Salinian block. Seismic hazards in the County could potentially include surface rupture associated with an active fault, ground shaking during an earthquake, and seismically-induced ground failure, including liquefaction (the process in which water saturated sand and silt acquire some of the properties of a liquid and potentially become incapable of supporting structures).

The Salinas Valley is a 120-mile long and up to six-mile wide northwest trending tectonic basin located in the central part of the California Coast Ranges in Monterey County. The Salinas River eroded a valley well below elevation of the bottom of the present Salinas Valley. Sediments being transported in the Salinas River in this earlier Salinas Valley consist of sand and gravel. Valleys which are tributary to the Salinas River downstream of Salinas contain basin deposits that were also deposited during the late Pleistocene/Holocene sea level rise. These basin deposits have a somewhat different mix of sediments from those found in the main Salinas Valley. The basin deposits consist of unconsolidated plastic clay and silty clay with much organic matter, and they locally contain thin layers of silt and silty sand.

Fine-grained estuary deposits are present for no more than two or three miles to the south of Salinas, a result of being far enough from the ocean that it was not flooded during the late Pleistocene sea level rise. Pleistocene sediments in the southern part of the Salinas Valley consist predominantly of sand and gravel.

The amendments to the California Building Standards Code made by this ordinance are necessary for the preservation of the public health and safety and welfare due to the unique local geological conditions found within Monterey County. Monterey County is subject to earthquakes that have historically damaged roads normally used for emergency access, resulting in significantly increased response times to emergencies from responders. Stricter building standards requiring automatic fire sprinkler systems and stronger structural design criteria are necessary to prevent damage to buildings, thereby decreasing the chance of injury or death for both building occupants and responding fire personnel. These amendments are substantially equivalent to changes or modifications that were previously filed and were in effect as of September 30, 2025.

3. Topographical

Monterey County encompasses over 2.1 million acres of which approximately 1.2 million acres are forest and rangeland. Monterey County has miles of wild land urban interface, where backyards of homes meet the natural vegetation (coastal sage scrub and chaparral) in canyons and on hillsides. Access is made difficult by terrain that includes hills, mountains and canyons characterized by steep slopes, deeply incised canyons and narrow valleys. Elevations range from sea level to over 5,800 feet above mean sea level. These varying topographic conditions create delays for emergency personnel during fire events.

The Salinas Valley is bounded on the northeast by the Gabilan Highlands and to the southwest by both the Santa Lucia Range and, in the northern part of the valley, by low hills formerly occupied by the former Fort Ord. To the north of Soledad, the Gabilan Highlands are called the Gabilan Range. The Gabilan Range reaches a maximum elevation of approximately 3,600 feet at Gabilan Peak. To the south the Gabilan Highlands reach a maximum elevation of approximately 2,600 feet. On the southwest side of the valley and to the south, the Santa Lucia Range rises steeply from the southwest edge of the Salinas Valley, reaching a maximum elevation of approximately 5,600 feet.

The amendments to the California Building Standards Code made by this ordinance are necessary for the preservation of the public health and safety and welfare due to the unique local topographical conditions found within Monterey County. The terrain in County of Monterey varies from near sea level in the west to extremely steep mountains in the east, with numerous rivers and streams flowing through the County that create differing impediments to public safety access to areas of the County. Stricter building standards for buildings that may be inhabited require automatic fire sprinkler systems and stronger structural design to prevent damage to buildings, thereby decreasing the chance of injury or death for both building occupants and responding fire personnel. These amendments are substantially equivalent to changes or modifications that were previously filed and were in effect as of September 30, 2025

4. Prior local amendments

These amendments are substantially equivalent to changes or modifications that were previously filed and were in effect as of September 30, 2025. By Ordinance No. 5389 adopted on December 6, 2022, the County adopted certain local amendments to the 2022 California Buildings Standards Code based upon express findings that the local amendments were reasonably necessary because of local climatic, geological, or topographical conditions. Those previously adopted amendments are codified in several chapters of Title 18 of the Monterey County Code. This ordinance amends Title 18 to repeal the 2022 California Building Standards Code and its local amendments, to incorporate the 2025 California Buildings Standards Code, and to adopt local amendments to it, including previously adopted amendments which continue to be and are reasonably necessary because of the local climatic, geological, or topographical conditions described above. Accordingly, this ordinance readopts the same local amendments to the 2025 California Building Standards Code as previously made to the 2022 California Building Standards Code in addition to adopting new modifications to the 2025 California Building Standards Code.

5. Emergency Life-Safety Findings for Local Residential Amendments

Supplemental Finding - Seismic Reinforcement (R403.1.3, R602.10)

Finding:

Monterey County is located in an exceptionally high seismic risk area, bisected by major active fault systems, including the San Andreas and San Gregorio faults, and has soils subject to liquefaction in the Salinas Valley. Historical earthquakes have caused severe ground shaking and structural damage within the County, and post-event rescue and medical response is hindered by the County's mountainous terrain and vulnerable transportation corridors. To prevent or reduce structural collapse and loss of life during seismic events, reinforced foundations and limiting weaker bracing methods is reasonably necessary due to these unique geological and seismic conditions.

Supplemental Finding - Roof Coverings (Class B minimum, Class A in hazard zones, 1505-1505.14)

Finding:

Wildfire history in Monterey County demonstrates that rapid fire spread can occur even outside of mapped Very High Fire Hazard Severity Zones, with grassland and agricultural fires extending into residential areas due to high wind conditions, chaparral vegetation, and steep topography. A minimum Class B roof covering for all dwellings, and Class A within Very High Fire Hazard Severity Zones for all residential structures, is reasonably necessary to reduce ignition risk and protect occupants until firefighting resources arrive. These requirements are based upon unique climatic and topographic emergency conditions in Monterey County.

Supplemental Finding - Residential Fire Sprinklers (901.11.3.1.1 & 901.11.3.1.3)

Finding:

Due to Monterey County's extensive Wildland-Urban Interface, history of catastrophic fires (including but not limited to the Soberanes Fire of 2016, the Basin Complex Fire of 2008, and the River Fire of 2020, and prolonged emergency response times caused by mountainous topography and limited access routes, automatic fire sprinkler systems are reasonably necessary to provide occupants with critical life and safety protection prior to emergency responder arrival. The re-adoption of enhanced fire sprinkler provisions constitutes unique climatic, topographic, and fire emergency conditions referenced in prior local amendment adoptions, thereby decreasing the chance of injury or death for both building occupants and responding fire personnel.

Supplemental Finding - Residential Solar PV Systems (1205.1.1.1, 1205.1.1.2, 1205.1.1.3)

Finding:

High rates of residential solar adoption in the County, combined with delayed emergency response and topographic constraints, create unique hazards for firefighters during wildfire and seismic events. During these events, residential rooftop photovoltaic systems present significant

hazards to firefighting operations by obstructing roof ventilation and creating electrocution risks. Enhanced Fire Code provisions for photovoltaic systems are thus reasonably necessary to protect emergency responders and residents to ensure safe emergency operations, reduce fire spread, and protect life and safety. These requirements are adopted in response to unique climatic and electrical fire emergency conditions in the County.

Supplemental Finding – Residential Energy Storage Systems (ESS) (Section 1207.4.1.1 and 1207.4.8-6)

Finding:

Monterey County has a high rate of adoption of residential energy storage systems due to widespread solar installations. Lithium-ion battery failures can produce intense thermal runaway events, toxic off-gassing, and delayed ignition, all of which create extreme hazards for residents and responding firefighters. The County's unique topography and rural road network frequently result in extended response times for fire suppression. Enhanced labeling and identification of ESS locations and hazards are reasonably necessary to provide emergency responders with immediate awareness of system type, size, and risk, allowing for rapid protective action to safeguard life safety. These conditions constitute emergency fire safety circumstances within the meaning of state law.

I. The adoption of this ordinance is categorically exempt under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15308 because it protects the environment by enacting local amendments to the California Building Standards Code that provide for stricter building standards due to local climatic, geological, and topographical conditions, as more fully explained in the above findings.

SECTION 2. Chapter 18.00 of the Monterey County Code is readopted to read as follows:

CHAPTER 18.00
GENERAL PROVISIONS

Sections:

18.00.010 Compliance with provisions.
18.00.020 Continuation of public nuisance.
18.00.030 Right of entry.
18.00.040 Refusal to issue permits, licenses or other entitlements.
18.00.050 Restrictions within Monterey Peninsula Water Management District area.
18.00.060 Agrarian Easements.

18.00.010 Compliance with provisions.

It is prohibited to make any use of or to allow any use of a building or structures which are not allowed under this Title. It shall be unlawful for any person, firm or corporation whether as principal agent, employee, landlord, tenant or otherwise to permit, allow or cause the setup, alteration, erection, construction, enlargement, conversion, or maintenance of any building or structure contrary to the provisions of this Title and/or to permit, allow or cause establishment,

operation or maintenance of any use of the land, building or premise which is contrary to the provisions of this Title. Any person violating any provision of this Title, including the violation of any condition of a permit or variance, is guilty of a misdemeanor, unless in the discretion of the prosecution, it is charged as an infraction.

18.00.020 Continuation of public nuisance.

It is prohibited for any person, firm or corporation to maintain, permit, or allow a public nuisance to exist upon his or her property, or premises, or for any person occupying or leasing the property or premises of another to maintain, permit or allow a public nuisance to exist thereon, after reasonable notice in writing from an enforcement officer, to remove, discontinue or abate the nuisance has been served on the person, firm or corporation.

18.00.030 Right of entry.

Whenever there is cause to suspect a violation of any provision of this Title, or whenever necessary to investigate either an application for granting, extension or modification of any application described in this Title, or an action to revoke or modify a discretionary permit, or whenever necessary to investigate a proposed amendment of this Title, the enforcing officers or their duly authorized representatives may enter any site for the purpose of investigation, provided they shall do so in a reasonable manner. No owner or occupant or agent thereof shall, after reasonable notice and opportunity to comply, refuse to permit such entry. In the course of such inspection, no enclosed building or structure shall be entered without the express permission of the owner or occupant. When necessary and with the prior approval of the District Attorney or County Counsel, the responsible enforcing officer may apply to the Court for an inspection warrant.

18.00.040 Refusal to issue permits, licenses or other entitlements.

A. Notice of violation from responsible enforcing officer. Upon notification by the responsible enforcing officer that a violation exists, no department, commission, or public employee of the County of Monterey that is vested with the duty or authority to issue or approve permits, licenses or other entitlements shall issue or approve such permits, licenses or other entitlements where there is an outstanding violation of this Title involving the property upon which there is a pending application for such permit, license or other entitlement except those necessary to abate the violation of this Title, if such are obtainable.

B. Extent of authority to refuse. The authority to refuse to issue permits, licenses or other entitlement shall apply whether the applicant for the permit was the owner of record at the time of such violation or whether the applicant is either the current owner of record or a vendor of the current owner of record pursuant to a contract of sale of the real property, with or without actual or constructive knowledge of the violation at the time of his or her interest in such real property.

C. Written notice to applicant of refusal. Written notice of the refusal to issue shall be mailed to the applicant for the permit, license or entitlement and to the property owner. Such written notice shall include information regarding the specific violation and the action necessary to abate the violation.

D. Right of appeal. If the owner, occupant or his or her authorized agent disagrees

with the determination that a violation of this code exists on the property, he or she may apply for a rescission of the notice of refusal by requesting a hearing before the County Hearing Officer pursuant to the provisions of Chapter 1.22 of the Monterey County Code.

E. Rescission of notice of refusal. The responsible enforcing officer shall rescind the notice of refusal when the violation no longer exists and all required work to abate the violation has been completed and approved as determined by the Building Official or County Hearing Officer on appeal.

18.00.050 Restrictions within Monterey Peninsula Water Management District area.

Permit limits. No building shall be constructed nor shall a permit for the construction of a building be issued on any parcel or lot within the territorial boundaries of the Monterey Peninsula Water Management District, except upon evidence of adequate potable water service, or a current water connection permit from the Monterey Peninsula Water Management District.

18.00.060 Agrarian Easements.

A. Entitlements. Prior to the issuance of any building permit pursuant to Title 18 of this Code, the property owner of property in zoning districts specified in Subsection C of this Section shall execute and record an agrarian easement in a form approved by County Counsel which will preserve and protect agricultural activities as described in Chapter 16.40 of this Code. For the purpose of this Section, an "agrarian easement" is an easement that will allow dust, noise, and odors emanating from lawful agricultural activities on adjoining or proximate real property to burden the property subject to the easement. The requirements of this Section may be waived, or the easement may be released or reconveyed, when the Agricultural Commissioner finds that such requirement is not necessary for the preservation or protection of agricultural activities and such finding is concurred with by the person or decision maker which makes or made the final decision on the entitlement on which the easement may be or was imposed as a condition of approval. This Section shall not apply to legal lots or record which conform to the minimum parcel size requirements of Title 21 of this Code on the effective date of this Chapter.

B. Annexations. The County Administrative Officer shall request the Local Agency Formation Commission to require, as a condition of approval of any annexation of real property into an incorporated city which has not adopted or which does not enforce a similar requirement for agrarian easements, that such annexed territory be subject to an agrarian easement as described in Subsection A of this section, enforceable by the County of Monterey as well as any property owner who may otherwise be protected by such easement.

C. Applicability. The provisions of this Section are applicable throughout the unincorporated areas of the County of Monterey which are specifically classed and zoned as follows:

1. Non-Coastal: Farmlands Zoning District (F), Permanent Grazing Zoning District (PG), Rural Grazing (RG) and Resource Conservation Zoning District (RC).
2. Coastal: Agricultural Preservation (CAP-CZ), Agricultural Conservation (AC-CZ) and Resource Conservation (RC-CZ).

SECTION 3. Chapter 18.01 of the Monterey County Code is readopted with amendments to read as follows:

CHAPTER 18.01
SCOPE AND ADMINISTRATION

Sections:

18.01.010 General.
18.01.020 Applicability.
18.01.030 Department of Building and Safety.
18.01.040 Duties and powers of Building Official.
18.01.050 Permits.
18.01.060 Submittal Document.
18.01.070 Fees.
18.01.080 Building Standards Appeals Board.
10.01.090 Violations.

18.01.010 General.

A. The provisions of this Chapter shall apply to the administration of building standards of the California Building Standards Code as adopted and amended by the County of Monterey, which code shall hereafter be known as the "Building Standards Code for the County of Monterey". Division II of Chapter 1 of Part 2 of Title 24 of the California Code of Regulations, as modified by this Chapter, shall govern the scope and administration of the Building Standards Code for the County of Monterey. References in this Chapter to sections of the "California Building Code" are to sections in Division II of Chapter 1 of Part 2 of Title 24 of the California Code of Regulations.

B. Purpose. The purpose of this Chapter is to establish uniform and coordinated administrative regulations among the various referenced codes that are part of this Chapter. In the event of any differences between these administrative regulations and those found in the referenced codes, the text of these regulations shall govern.

C. Section 101.1 of the California Building Code shall be deleted in its entirety and replaced with the following:

101.1 Title. These regulations shall be known as the Building Standards Code for the County of Monterey, hereinafter referred to as "this code".

D. Section 102.4 of the California Building Code is amended to add the following referenced codes and standards:

1. California Building Code.
2. California Residential Code.
3. California Electrical Code.
4. California Mechanical Code.
5. California Plumbing Code.

6. California Energy Code.

7. California Historical Building Code.

8. California Fire Code.

9. California Existing Building Code.

10. California Green Building Standards Code.

11. California Referenced Standards Code.

12. Codes and standards referenced within each of the above referenced codes.

13. Any local amendments to the referenced codes and standards as adopted and approved by the Board of Supervisors and incorporated into the Monterey County Code.

14. Chapters 16.08, 16.12, 18.14, 18.15, and 18.16 of the Monterey County Code.

18.01.020 Applicability.

Section 102 of the California Building Code is amended to add Section 102.6 to read as follows:

Alterations and repairs. All new work performed in alterations and/or repairs to existing structures shall comply with the current provisions of this Title. When alterations and/or repairs result in the removal, alteration, modification, replacement and/or repair of fifty (50) percent or more of the external walls of a building, and/or result in the removal, modification, replacement and/or repair of fifty (50) percent or more of the existing internal structural and/or non-structural framework, plumbing, mechanical and/or electrical installations, independently or in combination thereof, the entire building shall be made to conform to the current provisions of this Title. The determination under this Section of the requirement for upgrading any existing structure to full conformance with current provisions of this Title shall be at the sole discretion of the Building Official.

18.01.030 Department of Building and Safety.

Section 103.1 of the California Building Code shall be deleted in its entirety and replaced with the following:

103.1 Creation of enforcement agency. The Building Services Unit of the Land Use and Community Development Division of the County Resource Management Agency is hereby designated as the enforcement agency for the administration of this Chapter, and the official in charge thereof shall be known as the Building Official.

18.01.040 Duties and powers of Building Official.

A. Section 104.7 of the California Building Code shall be amended to add Section 104.7.1 to read as follows:

104.7.1 Department records. The Building Official shall maintain sufficient records to show the approved use, occupancy, and type of construction for all structures requiring permits and the Code standards applicable to any existing building as required by state law. Such records shall include any special administrative approvals including alternate materials, methods of design and construction, modifications and tests. The Building Official shall also maintain an official copy of the plans of every building issued a building permit during the life of the building except for any building containing a bank, other financial institution, or public utility. This exception shall not apply to a community apartment project, condominium project, planned development, or a stock cooperative as defined in Section 1351 of the Civil Code.

B. Section 104 of the California Building Code shall be amended to add Sections 104.12 and 104.13 to read as follows:

104.12 License qualified trade persons, special inspectors and approved fabricators. The Building Official is authorized to review and approve license applications for qualified trade persons for annual permits, special inspectors and approved fabricators. A reasonable fee may be charged for this review and approval as prescribed by resolution of the Board of Supervisors.

104.13 Violations of substandard and unsafe buildings.

1. Refusal to issue permits, licenses or approvals. Except for maintenance or emergency repairs, the Building Official may withhold the issuance of any permit, license or other approval under this Chapter when the Building Official determines that reasonable cause exists that a violation of the Monterey County Code exists on the property upon which there is a pending application for such permit, license or approval. The Building Official may withhold the issuance of a permit, license or approval until the applicant provides sufficient evidence to establish that the proposed work or action to be taken will comply will all applicable federal, state, and local laws. The Building Official shall withhold the issuance of any permit, license or approval where there is an outstanding violation of this Title and/or other provisions of the Monterey County Code involving the property upon which there is a pending application for such permit, license or other entitlement except those necessary to abate the violation of this Title or other applicable provision of the Monterey County Code, if such are obtainable.

2. Investigate violations and issue notices and orders. The Building Official shall investigate violations and issue all necessary notices or orders to ensure compliance with this Chapter and may record any such notice or order with the County Recorder as provided for in Monterey County Code Section 1.22.035.

3. Evacuation. The Building Official shall be authorized to order the immediate evacuation of any occupied building or property deemed unsafe when such building or property has hazardous conditions that present imminent danger to its occupants. Persons so notified shall immediately leave the structure or premises and shall not enter or re-enter until authorized to do so by the Building Official.

4. Demolition. The Building Official shall order the owner of any premises upon which is located any structure, which in the Building Official's judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair

the structure, to demolish and remove such structure. If the owner of such premises fails to comply with a demolition order within the time prescribed, the Building Official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons. All costs including necessary administrative and overhead costs for such removal shall be borne by the owner. Failure to pay such costs may result in the County placing a lien or other encumbrance on the property title.

5. Closing of vacant structures. If the structure is vacant and unfit for occupancy but not in danger of structural collapse or unsafe for emergency response personnel, the Building Official is authorized to post a placard of condemnation on the premises and order the structure and premises to be boarded and secured against entry so as not to be an attractive nuisance. Upon failure of the owner to comply with such order within the time specified, the Building Official shall cause the structure and premises to be boarded and secured against entry through any available public agency or by contract or arrangement by private persons. Boarding the building for future repair shall not extend beyond one year, unless approved by the Building Official. All costs including necessary administrative and overhead costs for such boarding shall be borne by the owner. Failure to pay such costs may result in the County placing a lien or other encumbrance on the property title.

6. Authority to disconnect service utilities. The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this Chapter and the referenced codes and standards set forth in this Chapter in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The Building Official shall notify the serving utility and, whenever possible, the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection, the owner or occupant of the building structure or service system shall be notified in writing as soon as practical thereafter.

7. Authority to condemn equipment. When any equipment, or portion thereof, regulated by this Chapter has become hazardous to life, health, or property, or when such equipment has been installed without required approvals, the Building Official is authorized to order that the equipment either be removed or restored to a safe or sanitary condition, as appropriate. When equipment or an installation is to be disconnected, the Building Official shall give written notice of the disconnection and causes therefor as soon as practical to the serving utility, owner, and occupant of the building, structure, or premises.

8. Notice. Whenever the Building Official has condemned a structure or equipment under the provisions of this section, a notice to that effect shall be posted in a conspicuous place in or about the structure affected by such notice. If the notice pertains to equipment, it shall also be placed on the condemned equipment. The notice shall contain a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard. The Building Official shall remove the condemnation notice whenever the defect or defects have been eliminated. Notice shall also be served on the owner of the structure or equipment by personal service or certified or first-class mail addressed to the last known address. If such mailed notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Removal of the notice by anyone other than the Building Official is a misdemeanor.

9. Record. The Building Official shall cause a report to be filed on an unsafe condition in the Building Services Unit's records for the property where the unsafe condition exists. The report shall state the occupancy of the structure and the nature of the unsafe condition.

10. Weed abatement. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, the Building Official shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner. Failure to pay such costs may result in the County placing a lien or other encumbrance on the property title.

11. Summary abatement. Where conditions exist that are deemed hazardous to life and property, the Building Official is authorized to abate summarily such hazardous conditions that are in violation of this Chapter.

12. Collection of costs. Whenever the County of Monterey or its authorized agent has abated any violation of this Chapter, the Building Official may recover the costs of such enforcement by all available legal means from the owner including but not limited to a lien, encumbrance, or special assessment upon such real estate. When any structure has been ordered demolished and removed, the Building Official shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted to the owner of the premises. If such a surplus does not remain to be turned over, the report shall so state.

C. Section 111.4 of the California Building Code shall be deleted in its entirety and replaced with the following:

111.4 Suspension and revocation of permit and Certificate of Occupancy. The Building Official may, in writing, suspend or revoke a permit or Certificate of Occupancy issued under the provisions of this Chapter whenever the permit or Certificate of Occupancy has been issued in error, on the basis of incorrect information supplied, without the payment of the required fees, fines or penalties or in violation of any Federal, State or local ordinances or entitlements whenever any work is being done contrary to the provisions of this Chapter. Such local ordinances and entitlements include but shall not be limited to:

1. Any provision of the approved plans, referenced codes, or any other provision of the Monterey County Code, which are applicable to the work.

2. Any conditions of approval required by other departments or agencies within Monterey County, including but not limited to other County departments, fire protection districts, water districts or agencies, which are applicable to the work.

3. Preservation standards for archeological, biological, environmental or historic or other similarly protected resources.

4. Safety and noise standards for onsite use or occupancy, adjacent properties or the public way, as determined by the Building Official.

5. Any administrative citations and compliance orders including the payment of any fines or penalties.

6. Any air or water quality standards, including but not limited to asbestos, lead paint or other hazardous material contamination.

7. Any required license, security or insurance related to the work.

18.01.050 Permits.

A. Section 105.2, Paragraph 1of the California Building Code shall be deleted in its entirety and replaced with the following:

105.2 Work exempt from permit. Exemptions from building permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction. Although building permits will not be required as exempted in this section, other agencies or County departments may need to review for compliance with other provisions of the County Code and County regulations. Permits shall not be required for the following:

B. Section 105.2 of the California Building Code shall be amended to add the following exemptions:

Building

14. One-story detached structures used as arbors, pergolas, trellis structures, tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed two hundred forty (240) square feet and the structure does not contain any electrical, plumbing or mechanical work and is not used to store hazardous materials or vehicles. Such structures shall be in substantial conformance with all provisions of this Title and all referenced codes.

15. Decks not exceeding two hundred (200) square feet in area, that are not more than thirty (30) inches above grade at any point, are not attached to a structure and do not serve as a component of any required exit or accessible route.

16. One agricultural building or structure on a lot of record that is 2.5 acres or more in size that is one story in height, provided the floor area does not exceed five hundred (500) square feet and the structure does not contain any electrical, plumbing or mechanical work and is not used to store hazardous materials or vehicles. Such structures shall be in substantial conformance with all provisions of this Title and all referenced codes.

Electrical

Low Voltage Electrical. Electrical wiring, devices, appliances, apparatus or equipment operating at less than twenty-five (25) volts and not capable of supplying more than fifty (50) watts of energy.

Miscellaneous

1. Any other work similar in nature to exempt categories as determined in writing by the Building Official.

C. Section 105.3.2 of the California Building Code shall be deleted in its entirety and replaced with the following:

105.3.2 Time limitation of application.

An application for a permit for any proposed work shall expire one year after the date of filing unless a permit has been issued or the Building Official has granted an extension of time. The permit applicant shall request any desired application extension in writing prior to expiration and provide justifiable cause for any delays in taking action. The Building Official may grant an extension of time up to one additional year to obtain a permit only if the proposed work will comply with all laws in effect at the time of the granting of such extension. A reasonable fee may be charged for any extension as prescribed by resolution of the Board of Supervisors.

D. Section 105.5 of the California Building Code shall be deleted in its entirety and replaced with the following:

105.5 Expiration.

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within one year after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of one year after the time work is commenced. Work shall be considered to be suspended and/or abandoned if one or more required County department inspections have not been performed and documented in County records consistent with this Code within the requisite one-year time period. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods up to but not more than one year each. The extension shall be requested in writing prior to expiration, and justifiable cause shall be demonstrated. The Building Official may grant such extension of time to complete the construction only if the proposed work will comply with all laws in effect at the time of granting such extension. A reasonable fee may be charged for any extension as prescribed by resolution of the Board of Supervisors.

18.01.060 Submittal Documents.

A. Section 107.2.2 of the California Building Code shall be deleted in its entirety and replaced with the following:

B.

107.2.2 Fire protection system shop drawings.

Shop drawings for the fire protection system(s) shall be submitted to indicate conformance to this code and the construction documents and shall be approved prior to the start of system installation. Fire sprinkler systems must be submitted by a California licensed C-16 contractor and approved prior to installation. This requirement is not intended to delay issuance of a building permit. A rough sprinkler inspection must be scheduled by the installing contractor and completed prior to requesting a framing inspection. Plans and specifications for the household fire warning system shall be submitted by a California licensed C-10 contractor and approved prior to installation. Household fire warning systems installed in lieu of single-station smoke alarms required by the California Residential Code shall meet the requirements of the California Residential Code. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

B. Section 107.3.3 of the California Building Code shall be deleted in its entirety and replaced with the following:

107.3.3 Phased approval.

The Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been approved, provided that adequate information and detailed documentation have been filed, reviewed and approved demonstrating substantial compliance with applicable provisions of this Chapter and/or referenced codes. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Reasonable additional fees as prescribed by resolution of the Board of Supervisors may be assessed for any building or structure submitted for phased approval and/or field inspection.

C. Compliance with other regulations. No permit shall be issued or approved for any proposed work that does not comply with other applicable provisions of the Monterey County Code as determined by the Building Official.

18.01.070 Fees.

Section 109 of the California Building Code shall be deleted in its entirety and replaced with the following:

Section 109 Fees.

A. Payment of fees. A permit shall not be valid until the fees prescribed by resolution of the Board of Supervisors have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

B. Schedule of permit fees. On all construction work requiring a permit under this Chapter, a fee for each permit shall be paid as required, in accordance with the fee schedule as approved by the Board of Supervisors in effect at the time of issuance or revision of such permit. Fees for services shall be based on the estimated reasonable cost of providing the services. Costs shall include both direct and indirect costs of providing services according to generally accepted accounting principles.

C. Building permit valuation. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuation shall include the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the Building Official, the valuation is underestimated on the application, the Building Official may determine a minimum building permit valuation by calculation using the most current issue of Building Valuation Data offered by the International Code Council. Final permit valuation consistent with one of these methods shall be set by the Building Official.

D. Work commencing before permit issuance. Any person who commences any work requiring a permit under this Chapter before obtaining the necessary permit shall be subject to additional fees as established by resolution of the Board of Supervisors.

E. Related fees. The payment of the fee for the construction, alteration, removal or

demolition for work done in connection to or concurrently with the work authorized by a permit under this Chapter shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

F. Refunds. Refunds for fees on construction work requiring a permit under this Chapter shall be in accordance with the fee refund policy as approved by the Board of Supervisors in effect at the time of request for such refund. Amount of refunds shall be based on the balance of monies remaining from the payment of fees after accounting for the estimated reasonable cost of services provided prior to the voluntary cessation of work and/or the expiration of an un-renewed permit. Application for refunds shall be made in writing within one year from original payment of fees or the date of voluntary cessation of work or permit expiration.

18.01.080 Building Standards Appeals Board.

Section 113 of the California Building Code shall be deleted in its entirety and replaced with the following:

Section 113 Board of Appeals (Building Standards Appeals Board)

A. General. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this Chapter, there shall be and is hereby created a Building Standards Appeals Board. At the request of the fire chief of a local fire protection district, this board may also hear appeals of the orders, decisions or determinations made by the fire chief relative to the application and interpretation of the California Fire Code as adopted and amended by the County of Monterey.

B. Scope of appeals. An application for appeal shall be based on a claim that the true intent of this Chapter or the rules legally adopted there under have been incorrectly interpreted, the provisions of the Chapter do not fully apply, or an equally good or better form of construction is proposed.

C. Limitation on authority. The board shall have no authority to waive or reduce requirements of this Chapter. The board shall have no authority or jurisdiction over any matter that is appealable under the Monterey County Code to any other board, commission or the County Hearing Officer. The board shall not consider the subject matter of any appeal until the appellant provides sufficient evidence to establish that the appeal was filed and applicable fees were paid within the applicable time limits for filing of appeals pursuant to this Chapter.

D. Who may appeal. Any owner whose interests are adversely affected by any order, decision or determination made by the Building Official pursuant to the provisions of this Chapter and within the limits of authority specified herein, may file an appeal to the Building Standards Appeals Board. For purposes of this section, owner means any individual, corporation, partnership, firm or any other group acting as a unit having a legal or equitable interest in the property as recorded in the official records of the Recorder for the County of Monterey, including the guardian or trustee of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

E. Terms of appointment. Standing members of the board shall be appointed by the Board of Supervisors to serve a term of five years unless removed for cause. Initial appointments for standing members shall consist as follows: one for five years, one for four years, one for three years, one for two years, and one for one year. Thereafter, each new member shall serve for five years. Members may serve following expiration of a term until a successor has been appointed. Alternate members of the board shall be appointed by the Board of Supervisors. Initial appointment of alternate members shall be one for five years and one for three years. Thereafter, each alternate member shall serve for five years. Adjunct members of the board shall be appointed by the Board of Supervisors. Initial appointment of adjunct members shall be one for four years and one for two years for the physically disabled members and one public member for three years. Thereafter, each adjunct member shall serve for five years.

F. Standing members. The board shall consist of five standing members who are qualified by experience and training and specifically knowledgeable in the California Building Standards Codes and applicable local ordinances to pass on matters pertaining to building standards other than those related to accessibility and who are not employees of the County of Monterey. The standard members shall be composed of the following:

1. One State of California licensed architect.

2. One State of California registered civil or structural engineer.

3. One State of California registered mechanical engineer or licensed plumbing (C-36) or warm-air heating, ventilating and air-conditioning (C-20) contractor.

4. One State of California registered electrical engineer or licensed electrical contractor (C-10).

5. One State of California registered fire protection engineer or licensed fire protection contractor (C-16).

G. Alternate members. The board shall also include two alternate members who shall be called by the board chairperson to hear appeals during the absence or disqualification of a member. Alternate members shall be one State of California licensed architect and one State of California registered civil or structural engineer.

H. Accessibility appeal members. When the board considers appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of building standards for accessibility, the board shall consist of two standing or alternate members and three adjunct members. Adjunct members shall include two physically handicapped members and one public member. The two standing or alternate members to hear such appeal shall be chosen by the chairperson prior to commencement of the appeal hearing.

I. Conflict of interest. Any standing, alternate or adjunct member shall not hear an appeal in which that member has a personal, professional or financial interest.

J. Filing of appeals. All appeals shall be in writing and shall be specific and in sufficient detail to provide a clear basis for issuing the requested decision. Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal. All

appeals shall be filed with the Building Official within thirty (30) days after written notice of the decision from which the appeal is being taken has been mailed to the applicant. A fee for such appeals shall be established by resolution of the Board of Supervisors and payable at the time of filing. No appeal shall be accepted without the payment of such fee. No part of such fee shall be refundable unless the appeal is timely withdrawn as determined by the Building Official. Refunds shall be made pursuant to the provisions of this chapter.

K. Finality of decisions. The decisions of this board shall be conclusive and final and an exhaustion of administrative remedies.

L. Rules and procedures. The board is authorized to establish policies and procedures necessary to carry out its duties, which shall at a minimum include the following:

1. Chairperson. The board shall annually select one of its members to serve as chairperson.

2. Disqualification of member. A member shall not hear an appeal in which that member has a personal, professional or financial interest.

3. Secretary. The Building Official shall designate a qualified clerk to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the Building Official.

4. Compensation of members. Members shall serve without compensation but shall receive their actual and necessary travel expenses in the performance of their duties.

5. Quorum and voting. Attendance by three or more members, including alternate and adjunct members as applicable, shall constitute a quorum for all business and decisions. Decisions of the board shall require a majority vote of the quorum.

6. The board shall meet on an as needed basis upon notice from the chairperson of the filing of an appeal.

7. Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the Building Official and any person whose interests are affected shall be given an opportunity to be heard.

8. Conduct of hearings. Hearings shall be conducted in a manner that affords the appellant and the Building Official with notice of the hearing, an opportunity to present testimony and witnesses, and to cross examine witnesses. The hearings need not be conducted according to strict rules of evidence, but only relevant information shall be considered. The Board may continue the hearing, including to request additional evidence from the parties. Upon conclusion of the hearing, the Board may take the matter under submission and deliberate in private.

9. Requests for continued and delayed hearings. The board shall adopt rules on the justifying nature and time limits for requests for continued and delayed hearings by the Building Official or appellant.

10. Board decision. The decision of the board shall be by resolution. Certified copies

shall be furnished to the appellant and to the Building Official.

M. Liability. Members of the board while acting for the County of Monterey in good faith and without malice in the discharge of the duties required by this Chapter or other pertinent law or ordinance, shall not thereby be rendered liable personally and are hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against a member of the board because of an act performed by that member of the board in the lawful discharge of duties and under the provisions of this Chapter shall be defended by legal representatives of the County of Monterey until the final termination of the proceedings. The member of the board shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this Chapter.

18.01.090 Violations.

Section 114 of the California Building Code shall be deleted in its entirety and replaced with the following:

Section 114 Violations

A. Compliance with building standards. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment or perform any grading work regulated by this Chapter, or cause same to be done, in conflict with or in violation of any of the provisions of this Chapter.

B. Compliance with permit requirements. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment or perform any grading work regulated by this Chapter, or cause same to be done without first obtaining a permit from the Building Official.

C. Expired permits. It shall be unlawful for any person, firm or corporation to fail to obtain final inspection approval from the Building Official on any permit issued pursuant to the provisions of this Chapter prior to its expiration. Expired permits shall be renewed upon subsequent application and shall complete the proposed work in compliance with the current provisions of this Chapter or shall restore the property and building to their former use and configuration.

D. Unreasonable state of partial construction. It shall be unlawful for any person, firm or corporation to permit any building or structure to remain in an unreasonable state of partial construction. An unreasonable state of partial construction exists if any of the following occurs:

1. Proposed work has not been diligently pursued on a consistent basis and the appearance of the structure or the construction site substantially detracts from the appearance of the neighborhood.

2. Condition of the structure or the construction site is detrimental to the public health, safety and welfare.

3. Structure or construction site has become an attractive nuisance.

E. Duty to maintain properties and structures. It shall be unlawful for any person, firm or corporation to fail to maintain any building, structure, equipment, premises or grading work regulated by this Chapter with the provisions of the building standards that lawfully existed at the time of construction or with subsequent minimum maintenance standards established by state or local law or this Chapter for existing buildings and property.

F. Prohibited conditions. It shall be unlawful for any owner to create, maintain or permit the continued existence of any dangerous structure or premises, unsafe condition, unsafe equipment, unsafe structure, any structure that is unfit for human occupancy, any substandard building or premises or any unlawful structure or any other hazards as defined in this Chapter. Such violations are public nuisances and the owner shall abate or cause to be abated or corrected such conditions either by repair, rehabilitation, demolition or other approved corrective action without delay.

G. Prohibition for substandard buildings. It shall be unlawful for any person, firm or corporation to create, maintain or permit the continued existence of a substandard building as defined in this Chapter.

H. Prohibited occupancy. It shall be unlawful for any owner to occupy or permit a person, firm or corporation to occupy any structure or premises condemned and placarded by the Building Official. It shall be unlawful for any person to enter such structure or premises except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

I. Compliance with notices and orders. It shall be unlawful for any person, firm or corporation to fail to comply with any order of the Building Official for the evacuation of any occupied building or property, disconnection of service utilities or equipment, stop work order or the suspension and revocation of permits or certificate of occupancies.

J. Removal of posted notices and orders. It shall be unlawful for any person, firm or corporation to remove or deface any notices or orders posted by the Building Official on any structure or any property until the Building Official gives written approval for such removal.

K. Interference with ordered corrective actions. It shall be unlawful for any person, firm or corporation to obstruct, impede or interfere or attempt to obstruct, impede or interfere with any person engaged in the lawful work of vacating, repairing or demolishing any building, structure, equipment, premises or performing any grading work or performing any necessary act preliminary to or incidental to such work when that action is being taken to correct violations of this Chapter as ordered by the Building Official.

SECTION 4. Chapter 18.02 of the Monterey County Code is readopted with amendments to read as follows:

CHAPTER 18.02
BUILDING CODE

Sections:

18.02.010 Adoption.

18.02.020 Applicability of local amendments.
18.02.030 Building Address
18.02.040 Fire protection and life safety systems.
18.02.050 Roofing requirements.
18.02.060 Solar photovoltaic system requirements.
18.02.070 Structural requirements.

18.02.010 Adoption.

That certain document entitled 2025 California Building Code, California Code of Regulations, Title 24, Part 2, Volumes 1 and 2, which includes Appendices I, J, L and P as published by the California Building Standards Commission, which is based on the 2024 International Building Code with applicable amendments from the State of California, and the local amendments of this Chapter, are hereby adopted as the Building Code for the County of Monterey.

18.02.020 Applicability of local amendments.

Notwithstanding any provisions of the 2025 California Building Code to the contrary, the local amendments in this Chapter shall apply.

18.02.030 Building Address

Section 502.1 of the California Building Code shall be deleted in its entirety and replaced with the following:

502.1 Address identification.

Each new and existing building, including detached accessory dwelling units (ADU), except accessory structures, shall be provided with separate approved address identification. When multiple occupancies exist within a single building, each individual occupancy shall be separately identified by its own address. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of ½- inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other approved sign or means shall be used to identify the structure. Address identification shall be maintained.

18.02.040 Fire protection and life safety systems.

Fire protection and life safety systems, including but not limited to sprinkler requirements shall also conform to the local amendments of the Fire Code in Chapter 18.09 of the Monterey County Code.

18.02.050 Roofing requirements.

Roofing requirements shall also conform to the local amendments of the Fire Code in Chapter 18.09 of the Monterey County Code.

A. Section 1505.1 of the California Building Codes shall be deleted in its entirety and replaced with the following:

1505.1 General.

Roof assemblies shall be divided into the classes defined in this section. Class A and B roof assemblies and roof coverings required to be listed by this section shall be tested in accordance with ASTM El08 or UL 790. In addition, fire-retardant-treated wood roof coverings shall be tested in accordance with ASTM D2898. Roof coverings installed on new buildings shall be a minimum Class "B". Roofing requirements for existing buildings when fifty percent (50%) or more of the roof area is reroofed within a one-year period after the issuance of a building permit shall be a minimum Class "B" roof assembly.

1505.1.1 Roof coverings within very high fire hazard severity zones.

The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A.

Exception: The requirements shall not apply in any jurisdiction that adopts the model ordinance approved by the State Fire Marshal pursuant to Section 51189 of the Government Code or an ordinance that substantially conforms to the model ordinance and transmits a copy to the State Fire Marshal.

1505.1.2 Roof coverings within state responsibility areas.

The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure shall be a fire-retardant roof covering that is at least Class B.

Exception: Areas designated as moderate fire hazard severity zones.

1505.1.4 Roofing requirements in a Wildland-Urban Interface Fire Area.

Roofing requirements for structures located in a Wildland-Urban Interface Fire Area shall also comply with Section 705A.

18.02.060 Solar photovoltaic system requirements.

Solar photovoltaic system requirements shall also conform to the local amendments of the Fire Code in Chapter 18.09 of the Monterey County Code.

18.02.070 Structural requirements.

A. Section 1705.3 of the 2025 California Building Code, Exception Number 1 is deleted in its entirety and replaced with the following:

1705.3 Concrete construction.

Exception 1:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock where the structural design of the footing is based on a

specified compressive strength, f'c, no greater than two thousand five hundred 2,500 pounds per square inch (psi) (17.2 Mpa).

B. Section 1905.1.7 ACI 318, Section 14.1.4of the California Building Code shall be deleted in its entirety and replaced with the following:

14.1.4 – Plain concrete in structures assigned to Seismic Design Category C, D, E or F.

14.1.4.1 – Structures assigned to Seismic Design Category C, D, E or F shall not have elements of structural plain concrete, except as follows:

(a) Concrete used for fill with a minimum cement content of two (2) sacks of Portland cement or cementitious material per cubic yard.

(b) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

(c) Plain concrete footings supporting walls are permitted provided the footings have at least two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. A minimum of one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.

Exceptions:

1. Detached one- and two-family dwellings three stories or less in height and constructed with stud-bearing walls, are permitted to have plain
concrete footings with at least two continuous longitudinal reinforcing bars not smaller than No. 4 are permitted to have a total area of less than 0.002 times the gross cross-sectional area of the footing.

SECTION 5. Chapter 18.02.5.010 of the Monterey County Code is readopted with amendments to read as follows:

CHAPTER 18.02.5
RESIDENTIAL CODE

Sections:

18.02.5.010 Adoption.
18.02.5.020 Applicability of local amendments.
18.02.5.030 Fire sprinkler requirements.
18.02.5.040 Roofing requirements.
18.02.5.050 Solar photovoltaic system requirements.
18.02.5.060 Structural requirements.

18.02.5.010 Adoption.

That certain document entitled 2025 California Residential Code, California Code of Regulations, Title 24, Part 2.5, excluding Chapter 1 and including Appendices H, Q, and X as published by the California Building Standards Commission, which is based on the 2024 International Residential Code with applicable amendments from the State of California, and the local amendments of this Chapter, are hereby adopted as the Residential Code for the

County of Monterey.

18.02.5.020 Applicability of local amendments.

Notwithstanding any provisions of the 2025 California Residential Code to the contrary, the local amendments in this Chapter shall apply.

18.02.5.030 Fire resistant construction requirements.

Fire sprinkler requirements shall also conform to the local amendments of the Fire Code in Chapter 18.09 of the Monterey County Code.

18.02.5.040 Roofing requirements.

Roofing requirements shall also conform to the local amendments of the Fire Code in Chapter 18.09 of the Monterey County Code.

Section R902.1.3 of the California Residential Code is deleted in its entirety and replaced with the following:

R902.1.3 Roof coverings in all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

18.02.5.050 Solar photovoltaic system requirements.

Solar Photovoltaic System requirements shall also conform to the local amendments of the Fire Code in Chapter 18.09 of the Monterey County Code.

18.02.5.060 Structural requirements.

A. Section R403.1.3 of the California Residential Code, first paragraph shall be deleted in its entirety and replaced with the following:

R403.1.3 Footing and stem wall reinforcing in Seismic Design Categories D0, D1, and D2.Concrete footings located in Seismic Design Categories D0, D1 and D2, as established in Table R301.2 (1), shall have minimum reinforcement of at least two continuous longitudinal reinforcing bars, one top and one bottom and not smaller than No. 4 bars. Bottom reinforcement shall be located a minimum of three inches (76 mm) clear from the bottom of the footing.

B. California Residential Code Table R602.10.3 (3) footnote "e" shall be deleted in its entirety and replaced with the following:

Table R602.10.3 (3) Footnote e.

In Seismic Design Categories D0, D1, and D2, Method GB is not permitted, and the use of Method PCP is limited to one-story single-family dwellings and accessory structures.

C. The Title to California Residential Code Table R602.10.3 shall be deleted in its entirety and replaced with the following:

TABLE R602.10.3(3)[e]

D. Section R602.10.4 of the California Residential Code shall be amended to add Section R602.10.4.5 to read as follows:

R602.10.4.5 Limits on methods GB and PCP. In Seismic Design Categories D0, D1, and D2, Method GB is not permitted for use as intermittent braced wall panels, but gypsum board is permitted to be installed when required by this Section to be placed on the opposite side of the studs from other types of braced wall panel sheathing. In Seismic Design Categories D0, D1, and D2, the use of Method PCP is limited to one-story single-family dwellings and accessory structures.

a. Design methods for conventional light frame construction. The design of structural members may use the provisions of California Building Code Section 2308.

SECTION 6. Chapter 18.03 of the Monterey County Code is readopted with amendments to read as follows:

CHAPTER 18.03
ELECTRICAL CODE

Sections:

18.03.010 Adoption.
18.03.020 Applicability of local amendments.
18.03.030 Solar photovoltaic system requirements.

18.03.010 Adoption.

That certain document entitled 2025 California Electrical Code, California Code of Regulations, Title 24, Part 3, which includes Annex A and B as published by the California Building Standards Commission, which is based on the 2020 National Electrical Code with applicable amendments from the State of California, Annexes C and D of the 2023 National Electrical Code, and the local amendments of this Chapter, are hereby adopted as the Electrical Code for the County of Monterey.

18.03.020 Applicability of local amendments.

Notwithstanding any provisions of the 2025 California Electrical Code to the contrary the local amendments set forth in this Chapter shall apply.

18.03.030 Solar photovoltaic system requirements.

Solar Photovoltaic System requirements shall also conform to the local amendments of the Fire Code in Chapter 18.09 of the Monterey County Code.

SECTION 7. Chapter 18.04 of the Monterey County Code is readopted with amendments to read as follows:

CHAPTER 18.04
MECHANICAL CODE

Section:

18.04.010 Adoption.

18.04.010 Adoption.

That certain document entitled 2025 California Mechanical Code, California Code of Regulations, Title 24, Part 4, as published by the California Building Standards Commission, which is based on the 2024 Uniform Mechanical Code with applicable amendments from the State of California, Appendices B and C of the 204 Uniform Mechanical Code, and the local amendments of this Chapter, are hereby adopted as the Mechanical Code for the County of Monterey.

SECTION 8. Chapter 18.05 of the Monterey County Code is readopted with amendments to read as follows:

CHAPTER 18.05
PLUMBING CODE

Sections:

18.05.010 Adoption.
18.05.020 Applicability of local amendments.
18.05.030 Water conservation measures.
18.05.040 Sewage Disposal.

18.05.010 Adoption.

That certain document entitled 2025 California Plumbing Code, California Code of Regulations, Title 24, Part 5, including chapter 16A and also including Appendices A, B, D, H, I, and J as published by the California Building Standards Commission, which is based on the 2014 Uniform Plumbing Code with applicable amendments from the State of California, and the local amendments of this Chapter, are hereby adopted as the Plumbing Code for the County of Monterey.

18.05.020 Applicability of local amendments.

Notwithstanding any provisions of the 2025 California Plumbing Code to the contrary, the local amendments set forth in this Chapter shall apply.

18.05.030 Water conservation measures.

Water conservation measures shall also conform to the requirements of Chapters 15.12, 18.44, and 18.50 of the Monterey County Code.

18.05.040 Sewage disposal.

Sewage disposal measures shall also conform to the requirements of Chapter 15.20 of the Monterey County Code.

SECTION 9. Chapter 18.06 of the Monterey County Code is readopted with amendments to read as follows:

CHAPTER 18.06
ENERGY CODE

Section:

18.06.010 Adoption.

18.06.010 Adoption.

That certain document entitled 2025 California Energy Code, California Code of Regulations, Title 24, Part 6, which includes Appendix 1-A as published by the California Building Standards Commission, is hereby adopted as the Energy Code for the County of Monterey.

SECTION 10. Chapter 18.08 of the Monterey County Code is readopted with amendments to read as follows:

CHAPTER 18.08
HISTORICAL BUILDING CODE

Section:

18.08.010 Adoption.

18.08.010 Adoption.

That certain document entitled 2025 California Historical Building Code, California Code of Regulations, Title 24, Part 8 as published by the California Building Standards Commission is hereby adopted as the Historical Building Code for the County of Monterey.

SECTION 11. Chapter 18.09 of the Monterey County Code is readopted with amendments to read as follows:

CHAPTER 18.09
FIRE CODE

Sections:

18.09.010 Adoption.
18.09.020 Applicability of local amendments.
18.09.030 Local amendments.

18.09.010 Adoption.

That certain document entitled 2025 California Fire Code, California Code of Regulations, Title 24, Part 9, which includes Appendices B, BB, C, CC, and H, as published by the. California Building Standards Commission, which is based on the 2024 International Fire Code with applicable amendments from the State of California, and the local amendments of this Chapter, are hereby adopted as the Fire Code for the County of Monterey.

18.09.020 Applicability of local amendments.

Notwithstanding any provisions of the 2025 California Fire Code to the contrary, the local amendments set forth in this Chapter shall apply.

18.09.030 Local amendments

Various provisions of the 2025 California Fire Code (CFC) are modified, amended and/or replaced as noted herein.

A. ***Section 101.1 of the CFC is deleted in its entirety and replaced with the following:***

101.1 Title. These regulations shall be known as the Fire Code for the County of Monterey, hereinafter referred to as "Fire Code."

Section 101.2.1 of the CFC is deleted in its entirety and replaced with the following:
101.2.1 Appendices. Provisions in all appendices to the 2025 California Fire Code are hereby adopted in their entirety and shall apply.

Section 102.1 of the CFC is deleted in its entirety and replaced with the following:
102.1 Construction and design provisions. The construction and design provisions of this Code shall apply to:
1. Structures, facilities and conditions arising after the adoption of this Code.
2. Existing structures, facilities and conditions not legally in existence at the time of adoption of this Code.
3. Existing structures, facilities and conditions when identified in specific Sections of this Code.
4. Existing structures, facilities and conditions, which, in the opinion of the Fire Code Official, constitute a distinct hazard to life and property.
5. Existing Structures Alterations, Additions and Repairs.

a. All new work performed in alterations and/or repairs to existing structures shall comply with the current provisions of this Chapter.

b. When alterations and/or repairs result in the removal, alteration, modification, replacement and/or repair of fifty percent (50%) or more of the external walls of a building, or result in the removal, modification, replacement and/or repair of fifty percent (50%) or more of the existing internal structural and/or non-structural framework, independently or in combination thereof, within a five year period, the entire building shall be made to conform to the current provisions of this Chapter.

c. Calculations of linear wall measurements shall be shown on all plans submitted for building permits, on the cover page in the project description of said plans.

d. The determination under this section of the requirement for upgrading any existing structure to full conformance with current provisions of this Chapter shall be at the sole discretion of the Fire Code Official.

Section 103 of the CFC is amended to add Sections 103.0, 103.0.1, 103.0.2 and 103.4 to read as follows:
103.0 Responsibility for enforcement.
103.0.1 Within established fire protection districts and community services districts, responsibility for enforcement of this Code shall be under the direction of the Fire Chief within each district.

103.0.2 In areas of Monterey County outside incorporated cities or organized special districts or fire districts, responsibility for enforcement of this Code shall be under the direction of the Chief Building Official of Monterey County.

103.4 Police powers. The fire code official and his deputies shall have the powers of police officers in performing their duties under this Code. When requested to do so by the fire code official, the chief of police of the jurisdiction is authorized to assign such available police officers as necessary to assist the fire code official in enforcing the provisions of this Code.

Section 105.5 of the CFC is amended to add Section 105.5.0 to read as follows:
105.5.0 Agricultural Explosive Devices. An operational permit is required for storage or use of any agricultural explosive device including "bird bombs".

Section 113.2 of the CFC is deleted in its entirety and replaced with the following:
113.2 Owner/occupant responsibility. Correction and abatement of violations of this Code shall be the responsibility of the owner. If an occupant creates, or allows to be created, hazardous conditions in violation of this Code, the occupant shall be held responsible for the correction and abatement of such hazardous conditions.

Section 113.4 of the CFC is deleted in its entirety and replaced with the following:
113.4 Violation penalties. Persons who shall violate any provision of this Code or shall fail to comply with any of the requirements thereof or shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this Code, shall be guilty of an infraction, punishable by a fine in conformance with Monterey County Code Section 1.22.

Section 114.4 of the CFC is deleted in its entirety and replaced with the following:
114.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of an infraction as specified in Section 112.4 of this Code.

Section 202 of the CFC is amended to add the following definitions:
202 Definitions
ALL WEATHER SURFACE. A road surface constructed to the minimum standards adopted by the jurisdiction.
BRIDGE. A structure to carry a roadway over a depression or obstacle.
IDLE PALLET. A pallet or similar product storage and/or lifting device not currently in use and empty of product.

Section 503.2.6 of the CFC is amended to add Sections 503.2.6.1 and 603.2.6.2 to read as follows:
503.2.6.1 Private bridge engineering. Every private bridge hereafter constructed shall meet the following engineering requirements:
1. The weight shall be designed for a minimum of HS-20 loading as prescribed by the AASHTO.
2. The unobstructed vertical clearance shall be not less than fifteen (15) feet clear.
3. The width shall be a minimum of twenty (20) feet clear. The Fire Code Official may require additional width when the traffic flow may be restricted or reduce the width to a minimum of twelve (12) feet for Occupancy Group U or R-3 occupancies.

4. The maximum grade change of the approach to and from any private bridge shall not exceed eight percent for a minimum distance of ten (10) feet.

503.2.6.2 Private bridge certification. Every private bridge hereafter constructed shall be engineered by a licensed professional engineer knowledgeable and experienced in the engineering and design of bridges. Certification that the bridge complies with the design standards required by this Code and the identified standards, and that the bridge was constructed to those standards, shall be provided by the licensed engineer, in writing, to the Fire Code Official. Every private bridge, including existing and those constructed under this Code, shall be certified as to its maximum load limits every ten (10) years or whenever deemed necessary by the fire code official. Such recertification shall be by a licensed professional engineer knowledgeable and experienced in the engineering and design of bridges. All fees charged for the purpose of certification or recertification of private bridges shall be at the owner's expense.

Section 503.2.7 of the CFC is deleted in its entirety and replaced with the following:
503.2.7 Grade. The grade of fire apparatus access roads shall be no greater than fifteen (15) percent unless specifically approved by the Fire Code Official.

503.2.7.1 Paving. All fire apparatus access roads over eight (8) percent shall be paved with a minimum 0.17 feet of asphaltic concrete on 0.34 feet of aggregate base. All fire apparatus access roads over fifteen (15) percent where approved shall be paved with perpendicularly grooved concrete.

Section 503 of the CFC is amended to add Section 503.7 to read as follows:
503.7 Fire apparatus access road names. All fire apparatus access road names shall be issued or approved by the appropriate governmental agency.

**Section 505.1 of the CFC is deleted in its entirety and replaced with the following::*
505.1 Address Identification. New and existing buildings shall be provided with an approved address identification. The address identification shall be legible and placed in a position that is visible at all times from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4" high with a minimum width stroke of one-half inch for single family dwellings and duplexes. For all other occupancies each character shall be not less than 10" high with a minimum stroke of three-quarters inch unless otherwise required by the Fire Code Official.

Section 507.5.2 of the CFC is deleted in its entirety and replaced with the following:
507.5.2 Inspection, testing and maintenance. Fire hydrant systems shall be subject to periodic tests as required by the Fire Code Official. Fire hydrant systems shall be maintained in an operative condition at all times and shall be repaired where defective. Additions, repairs, alterations and servicing shall comply with approved standards. When required by the Fire Code Official, hydrants shall be painted in accordance with the most current edition of NFPA 291.

Section 605.3 of the CFC is amended to add Section 605.3.1 to read as follows
605.3.1 Spark arresters.

605.3.1.1 An approved spark arrester shall be installed on all chimneys, incinerators, smokestacks or similar devices using solid fuel for conveying smoke or hot gases to the outer air.
605.3.1.2 Spark arresters shall have openings in accordance with Section 2113.9.2(3) of the California Building Code and Section 1003.9.2 of the California Residential Code with minimum openings of 3/8" and maximum openings of ½".

Section 901.1 of the CFC is amended to add Section 901.1.1 to read as follows
901.1.1 Responsibility. The owner of the protected premises shall be responsible for all fire protection systems within the protected premises, whether existing or installed under this code.

Section 901.2 of the CFC is amended to add Section 901.2.2 to read as follows
901.2.2 Additional documentation. Additional documentation as required by the Fire Code Official shall be provided to the Fire Code Official in an acceptable format.

Section 901.4 of the CFC is deleted in its entirety and replaced with the following:
901.4 Fire Protection and Life Safety Systems. Fire protection and life safety systems shall be installed, repaired, operated and maintained in accordance with the original installation standards for that system. All systems shall be extended, altered, or augmented as necessary to maintain and continue protection whenever the building is altered, remodeled or added to. Alterations to fire protection systems shall be done in accordance with applicable standards.

**Section 901.4.8 is added to read as follows*:
901.4.8 Nonoperational equipment. Any fire protection equipment that is no longer in service shall be removed.

Section 901.6 of the CFC is amended to add Section 901.6.4 and 901.6.5 to read as follows:
901.6.4 Qualifications of Inspection, Testing and Maintenance Personnel. All personnel performing any inspection, testing or maintenance of any fire protection system shall be qualified. Where such inspection, testing and maintenance is performed by an outside service company, the company shall be appropriately licensed by the California Contractors State License Board in accordance with the California Business & Professions Code or by the California State Fire Marshal.

901.6.5 Additional records. All documentation generated during any scheduled inspection or test of any fire protection system, whether required or voluntarily installed, shall be forwarded to the Fire Code Official within fifteen (15) calendar days after the date of the inspection or test.

**Section 901.7.7 of the CFC is added to read as follows*
901.7.7 Unless otherwise approved by the Fire Code Official, fire watch personnel shall be California licensed private security individuals with a minimum of two (2) individuals on duty at all times. Fire watch personnel shall be on duty 24 hours per day until the fire protection system has been returned to service.

Section 901 of the CFC is amended to add Section 901.11 to read as follows:
901.11 Fire Protection Features for Plant Processing and Extraction Facilities

901.11.1 Scope. This section applies to occupancies regulated by Chapter 39 of this Code.
901.11.2 Definitions.
901.11.2.1 Plant processing. Plant processing shall include all plant post-harvest operations, excluding retail sales of plant and related products.
901.11.2.2 Indoor cultivation. Indoor cultivation shall be defined as all nursery or cultivation conducted in other than Group U occupancies (greenhouses).

901.11.3 Fire Protection Systems. All buildings or portions thereof housing plant post-harvest or indoor cultivation operations shall be protected as defined in this section.
901.11.3.1 Fire Sprinklers. Fire sprinklers shall be installed in accordance with 901.11.3.1.1, 901.11.3.1.2, or 901.11.3.1.3
901.11.3.1.1 Fire sprinklers shall be installed in all buildings or portions thereof; such fire sprinkler systems shall be designed to Ordinary Group II design standards in the latest adopted edition of NFPA 13 and Section 903 of this code.
901.11.3.1.2 If the occupancy is classified as a Group H Occupancy the fire sprinkler system may be required to be designed and installed as an Extra Hazard fire sprinkler system
901.11.3.1.3 Where permitted by the fire code official and not otherwise required by this code or the CBC, fire sprinklers may be eliminated in approved buildings less than 500 square feet.

901.11.3.2 Fire Alarm Systems. Fire alarm systems shall be installed in all buildings or portions thereof; such fire alarm systems shall include both fire sprinkler system monitoring and complete occupant notification as specified in the latest adopted edition of NFPA 72 and Section 907 of this code.

901.11.3.3 Special Hazard Systems. Where specified by appropriate UL listings for extraction booths utilizing volatile solvents, dry chemical fire protection systems shall be installed according to the latest adopted edition of NFPA 17. If there is no UL listing for the extraction booth, a dry chemical fire protection system shall be installed.

901.11.3.4 Portable Fire Extinguishers. Portable fire extinguishers shall be installed in accordance with NFPA 10 and Section 906 of this code.

Section 903.2 of the CFC is deleted in its entirety and replaced with the following:
903.2 Where required. Approved automatic sprinkler systems shall be provided in all new buildings and structures constructed, moved into or relocated within the jurisdiction.
Exceptions:
(1) Structures not classified as Group R occupancies and not more than five hundred (500) square feet in total floor area.
(2) Detached agricultural buildings, as defined by this code and the CBC, located at least one hundred feet (100) from any other structure or the property line, whichever is closer, and with a maximum size of 10,000 square feet.
(3) Accessory structures not classified as R occupancies associated with existing non-sprinklered R-3 occupancies (one- or two-family dwellings) and less than one thousand five hundred (1500) square feet in total fire area with a clearance from the existing R-3 occupancy of not less than twenty (20) feet.

(4) Where an insufficient water supply exists to provide for an automatic fire sprinkler system and where the Fire Code Official permits alternate protection.

Sections 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.3, 903.2.4, 903.2.4.1, 903.7.1, 903.7.3, 903.2.9, 903.2.9.1 and 903.2.9.2 of the CFC are amended as follows
The following Sections are amended by changing requirements to five hundred (500) square feet for fire sprinkler installation, as follows (the complete text of the section is not provided):
903.2.1.1 Group A-1. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.1.2 Group A-2. Change five thousand (5,000) square feet to five hundred (500) square feet.
903.2.1.3 Group A-3. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.1.4 Group A-4. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.1.5 Group A-5. Change one thousand (1,000) square feet to five hundred (500) square feet.
903.2.3 Group E. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.4 Group F-1. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.4.1 Group F-1. Change two thousand five hundred (2,500) square feet for woodworking operations to five hundred (500) square feet.
903.2.7-1 Group M. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.7-3 Group M. Change twenty-four thousand (24,000) square feet to five hundred (500) square feet.
903.2.9 Group S-1. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.9.1 Repair Garages. Change ten thousand (10,000) square feet (2 story buildings) and twelve thousand (12,000) square feet (1 story buildings) to five hundred (500) square feet.
903.2.9.2 Bulk storage of tires. Change twenty thousand (20,000) cubic feet to five hundred (500) square feet.

Section 903.2.8 of the CFC, first paragraph is deleted in its entirety and replaced with the following. Exceptions remain unchanged.
903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided in all buildings with a Group R fire area, including, but not limited to, one- and two-family dwellings, townhomes, and manufactured homes and mobile homes located outside of licensed mobile home parks hereafter constructed, moved into or relocated within the jurisdiction, including all additions to buildings already equipped with automatic fire sprinkler systems.
(Exceptions remain per 2025 California Fire Code)

Section 903.3.1.1.1 of the CFC is amended to add Section 903.1.1.1-5 to read as follows:
903.3.1.1.1 -5 Passenger elevator shafts or associated passenger elevator mechanical rooms, where elevator shafts are constructed with a 2–hour fire resistive method.

Section 903.3.1.1.2 of the CFC is deleted:

Section 903.3.1.1.2 of the California Fire Code is deleted.

Sections 903.3.1.2, 903.3.1.2.2, 903,3.1.2.3, 903.1.2.4, 903.3.1.2.5, and 903.1.2.6 of the CFC are deleted in its entirety and replaced with the following:

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies up to and including four stories in height shall be permitted to be installed throughout in accordance with NFPA 13R as amended in Chapter 47 of this Code.

903.3.1.2.1 Balconies and decks. Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units where the building is of Type V construction, provided there is a roof or deck above. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within 1 inch to 6 inches below the structural members and a maximum distance of fourteen (14) inches below the deck of the exterior balconies and decks that are constructed of open wood joist construction.

903.3.1.2.3 Attics. Where NFPA 13R sprinkler systems are installed, all attic areas shall be provided with sprinkler protection in accordance with NFPA 13.

903.3.1.2.4 Sprinkler control valves. Where NFPA 13R sprinkler systems are installed, sprinkler system control valves shall be installed in accordance with NFPA 13.

903.3.1.2.5 Bathrooms. Automatic sprinklers shall be installed in all bathrooms, regardless of square footage, where an electrical receptacle is installed.

903.3.1.2.6 Accessible storage areas. Automatic sprinklers shall be installed in all accessible storage areas.

903.3.1.2.7 Under-stair spaces. Automatic sprinklers shall be installed in all under-stair spaces including all under-stair closets.

****Section 903.3.1.3 of the CFC is deleted in its entirety and replaced with the following.***

903.3.1.3 NFPA 13D sprinkler systems. Automatic fire sprinkler systems installed in one and two-family dwellings, Group R-3 and R-4 congregate living facilities and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D. The requirements of this section supersede the requirements of the California Residential Code.

903.3.1.3.1 All fire sprinkler systems installed in one- and two-family dwellings shall be tested for leakage by undergoing a hydrostatic test made at 200 psi for two-hour duration.

903.3.1.3.2 Each water system supplying both domestic and fire protection systems shall have a single indicating-type control valve, arranged to shut off both the domestic and sprinkler systems. A separate shut-off valve for the domestic system only shall be permitted to be installed. The location of the control valve shall be approved by the Fire Code Official.

903.3.1.3.3 Automatic sprinklers shall be installed in all bathrooms, regardless of square footage.

903.3.1.3.4 Automatic sprinklers shall be installed in all attached garages and other accessory structures.

903.3.1.3.5 Automatic sprinklers shall be installed in all accessible storage areas.

903.3.1.3.5.1 Automatic sprinklers shall be installed in all under-stair spaces including all closets.

903.3.1.3.6 Local water flow alarms shall be provided on all sprinkler systems. Local water flow alarms shall be powered from the main kitchen refrigerator circuit. The local water flow alarm shall be clearly audible from within the master bedroom at an audibility level of not less than 75 dBa. Where no kitchen exists in the building, the water flow alarm shall be powered from the bathroom lighting circuit. Where required by the fire code official, interior audible notification

appliances or additional water flow alarms may be required to be installed at locations specified by the fire code official.
903.3.1.3.7 Automatic fire sprinklers shall be installed to protect all furnaces and heating system appliances.

Section 903.3.10 of the CFC is deleted in its entirety and replaced with the following.
903.3.10 Floor control valves. Approved indicating control valves and water flow switches shall be provided at the point of connection to the riser on each floor in all buildings over one story in height and shall be individually annunciated as approved by the Fire Code Official.

Section 903.4.2of the CFC, first paragraph is deleted in its entirety and replaced with the following. Exceptions remain unchanged.
903.4.2 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved central station, remote supervising station or proprietary supervising station as defined in NFPA 72, or, when approved by the Fire Code Official, shall sound an audible signal at a constantly attended location. The fire alarm system installed to transmit such signals shall be considered a building fire alarm system.

Section 903.4.3 of the CFC, first paragraph is deleted in its entirety and replaced with the following.
903.4.3 Alarms. One exterior approved audible appliance shall be connected to every automatic sprinkler system in an approved location. Sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a building fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. Interior alarm notification appliances shall be installed as required by this section or Section 903.4.3.1. A minimum of one audible appliance shall be installed in all occupancies subject to this section.
903.4.3.1 Where an automatic fire sprinkler system is installed in a building with more than one tenant or with over one hundred (100) sprinklers, audible and visible notification appliances shall be installed throughout the building as follows:
a. Audible notification appliances shall be installed so as to be audible at fifteen (15) dBa above average sound pressure level throughout the building.
b. Visible notification appliances shall be installed in all public and common use areas, restrooms and corridors in accordance with the spacing requirements of NFPA 72.
c. Visible notification appliances can be eliminated in normally unoccupied portions of buildings where permitted by the Fire Code Official.
EXCEPTION: The requirements of this section do not apply to Group R-3 Occupancies.

Section 904.14.2 of the CFC is deleted in its entirety and replaced with the following.
904.14.2 System interconnection. The actuation of the fire extinguishing system shall automatically shut down power to the makeup air appliance and all fuel and electrical power located under the hood, except for the electrical power to the exhaust air supply. The fuel and electrical supply reset shall be manual.

Section 904.14.5.2 of the CFC is deleted in its entirety and replaced with the following.

904.14.5.2 Extinguishing system service. Automatic fire extinguishing systems shall be serviced by a CSLB licensed C-16 contractor or a CSFM licensed "A" licensee at least every six months and after any activation of the system. Inspection shall be performed by the owner at least monthly in accordance with the currently adopted edition of NFPA 17-A. The service contractor shall review the records of monthly inspections every six months, and deficiencies shall be reported to the fire code official. A service report shall be forwarded to the fire code official by the licensed service contractor within 15 days after every service on the appropriate AES form.

Section 907 of the CFC is amended to add Section 907.1.6 to read as follows:
907.1.6 Multiple Fire Alarm Systems. Multiple fire alarm systems within a single protected premise are not permitted.

Section 907.2 Exception 1 of the CFC is deleted in its entirety and replaced with the following.
907.2 Exception 1. The manual fire alarm box is not required for fire alarm control units dedicated to elevator recall control.

Section 907.6.4 of the CFC is amended to add Section 907.6.4.0 to read as follows:
907.6.4.0 Zone transmittal. Where required by the fire code official, fire alarm signals shall be transmitted by zone to the supervising station and retransmitted by zone to the public fire service communications center.

Section 907.6.5 of the CFC is deleted in its entirety and replaced with the following.
907.6.5 Access. Access shall be provided to each fire alarm system component for periodic inspection, maintenance and testing.

Section 907.6.6 of the CFC is deleted in its entirety and replaced with the following.
907.6.6 Monitoring. Fire alarm systems, whether required by this Chapter or the California Building Code or voluntarily installed, shall be monitored by an approved supervising station in accordance with NFPA 72 and this Section.
(Exceptions remain unchanged)

Section 907.6.6 of the CFC is amended to add Section 907.6.6.0 to read as follows:
907.6.6.0 Means of communication. The use of either POTS or cable telephone lines with a digital alarm communicator transmitter shall not be permitted.
EXCEPTION. Where no other communications methods are available, the use of telephone lines shall be permitted to be used on a temporary basis not to exceed one year from the date of final acceptance test or until permitted alternate means of communications are available.

Section 907.7.2 of the CFC is deleted in its entirety and replaced with the following
907.7.2 Completion documents. The following documentation shall be provided at the time of acceptance testing for all fire alarm system installations:
1. A record of completion in accordance with NFPA 72.
2. A record of inspection and testing in accordance with NFPA 72.

3. A contractor's statement verifying that the system has been installed in accordance with the approved plans and specifications and has been 100% tested in accordance with NFPA 72.
4. A contractor's affidavit of personnel qualifications, indicating that all personnel involved with the installation of the fire alarm system meet the qualification requirements of the Fire Code Official.

**Section 907.8.2.1 is added to read as follows:*
907.8.2.1 Testing of FACU Batteries. Batteries installed in the fire alarm control units and remote power supplies shall be verified for battery capacity based on the approved plans and batter calculations. It shall not be permitted to disconnect the system for 24 hours prior to an acceptance or reacceptance test to test the battery capacity.

****Section 1205.1 of the CFC is amended to add Section 1205.1.1 to read as follows:***
1205.1.1 Signing and Marking. In addition to signing and marking requirements of the California Building Code and the California Residential Code, the following signing and marking is required:

1205.1.1.1 Main Panel Exterior Marking. A placard is required to be permanently affixed to the main service disconnect panel. The placard shall be red in color with white capital letters at least 1/2" in height and in a non-serif font, to read "SOLAR DISCONNECT INSIDE PANEL." The placard shall be constructed of weather-resistant, durable plastic with engraved letters, or other approved material.

1205.1.1.2 Circuit Disconnecting Means Marking. A permanent label is to be affixed adjacent to the circuit breaker controlling the inverter or other photovoltaic system electrical controller. The label shall have contrasting color capital letters at least 3/8" in height and in a non—serif font, to read "SOLAR DISCONNECT." The label shall be constructed of durable adhesive material or other approved material.

1205.1.1.3 Secondary Power Sources. Where photovoltaic systems are interconnected to battery systems, generator backup systems, or other secondary power systems, additional signage acceptable to the fire code official shall be required indicating the location of the secondary power source shutoff switch.

1205.1.1.4 Installer Information. Signage acceptable to the fire code official indicating the name and emergency telephone number of the installing contractor shall be required to be installed adjacent to the main disconnect.

*Section 1205.2.1, Exceptions 1 and 2 of the California Fire Code are deleted in their entirety.

****Section 1205.2 of the CFC is amended to add Section 1205.2.1.4 to read as follows:***
1205.2.1.4 Hip and Valley Layout. Hip and Valley Layouts. Modules shall be located no closer than one and one-half feet (1-1/2') to a hip or valley if modules are to be placed on both sides of a hip or valley. Where modules are located on only one side of a hip or valley that is of equal length, the modules shall be permitted to be placed directly adjacent to the hip or valley.

Section 1206 of the CFC is amended to add Section 1206.14 to read as follows:
1206.14 Where stationary fuel cell power systems are installed inside any structure, signage acceptable to the fire code official shall be required indicating the location of the stationary fuel cell power system. Placarding shall be required to read "FUEL CELL" in block letters 6" high with a ¾" stroke on a contrasting background.

Section 1207.4.1.1 is added to the CFC to read as follows:
1207.4.1 .1 Energy storage systems (ESS) disconnects shall be located at or adjacent to the main electrical panel with appropriate placarding showing location of equipment and all shutdowns.

Section 1207 of the CFC is amended to add Section 1207.4.8-6 to read as follows:
1207.4.8-6 Where battery energy storage systems are installed inside any structure, signage acceptable to the fire code official shall be required indicating the location of the battery energy storage system. Placarding shall be required to read "BESS" in block letters 6" high with a ¾" stroke on a contrasting background.

Section 3905 of the CFC is amended to add Section 3905.4 to read as follows:
3905.4. Fire Protection Systems. Fire protection systems in occupancies regulated by this chapter shall be in accordance with Section 901.11 of this Code.

Section D103.2 of the CFC is deleted in its entirety and replaced with the following
D103.2 Grade. Fire apparatus access roads shall not exceed fifteen (15) percent in grade with a maximum side slope of five (5) percent.
EXCEPTION: Grades steeper than fifteen (15) percent, if approved by the Fire Code Official, shall be paved with perpendicularly grooved concrete.

The CFC is amended to add local Appendix MC to read as follows:

APPENDIX MC: STANDARD FIRE CONDITIONS FOR SINGLE FAMILY DWELLINGS

SECTION MC101 GENERAL

MC101.1 Scope. Applications for the construction or remodel of single family dwellings, including one- and two-family dwellings, townhomes, modular and manufactured homes, and mobile homes outside of established mobile home parks, shall be subject to the fire conditions in this appendix when conditioned by the Fire Code Official.

MC101.2 Conflicting sections. Where provisions in this appendix conflict with other sections of this Code or other appendices, the provisions of this appendix shall prevail unless otherwise directed by the Fire Code Official.

SECTION MC102 ROADS

MC102.1 General. These conditions will be used primarily when conditioning a subdivision or other project that requires roads. Roads identified in this Section are vehicular access to more

than two (2) parcels; more than four (4) residential units; or access to any industrial or commercial occupancy. Includes public and private streets and lanes.

MC102.2 Road access. (FIRE 001). Access roads shall be required for every building when any portion of the exterior wall of the first story is located more than one hundred fifty (150) feet from fire department access. All roads shall be constructed to provide a minimum of two (2) ten (10) feet wide traffic lanes with an unobstructed vertical clearance of not less than fifteen (15) feet. The roadway surface shall provide unobstructed access to conventional drive vehicles including sedans and fire apparatus and shall be an all-weather surface designed to support the imposed load of fire apparatus (75,000 pounds). Each road shall have an approved name.

MC102.3 Roadway engineering. (FIRE 002). The grade for all roads shall not exceed fifteen percent (15%) with a maximum side slope of five percent (5%). Where road grades are 8 percent (8%) or less, an all-weather aggregate base is required at a minimum or as required in other sections of the Monterey County Code. Where road grades exceed eight percent (8%), a minimum structural roadway surface of 0.17 feet of asphaltic concrete on 0.34 feet of aggregate base shall be required. The length of vertical curves in roadways, exclusive of gutters, ditches and drainage structures designed to hold or divert water, shall not be less than one hundred (100) feet. No roadway turn shall have a horizontal inside radius of less than fifty (50) feet. A roadway turn radius of fifty (50) to one hundred (100) feet is required to have an additional four (4) feet of roadway surface. A roadway turn radius of one hundred (100) to two hundred (200) feet is required to have an additional two (2) feet of roadway surface. Roadway turnarounds shall be required on dead-end roads in excess of one hundred fifty (150) feet of surface length. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the “T” shall be a minimum of sixty (60) feet in length.

MC102.4 Dead end roads.

MC102.4.1 Parcels less than one acre. (FIRE 003). For parcels less than one acre, the maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed eight hundred (800) feet. All dead-end road lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its furthest point. Where a dead-end road serves parcels of differing sizes, the shortest allowable length shall apply. Each dead-end road shall have a turnaround constructed at its terminus. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the “T” shall be a minimum of sixty (60) feet in length.

MC102.4.2 Parcels greater than one acre and not exceeding five acres (FIRE 004). For parcels greater than one acre and not exceeding five acres, the maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed one thousand three hundred twenty (1,320) feet. All dead-end road lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its furthest point. Where a dead-end road serves parcels of differing sizes, the shortest allowable length shall apply. Each dead-end road shall have a turnaround constructed at its terminus. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the “T” shall be a minimum of sixty (60) feet in length

MC102.4.3 Parcels greater than five acres and not exceeding twenty (20) acres. (FIRE 005). For parcels greater than five acres and not exceeding twenty (20) acres, the maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed two thousand six hundred forty (2,640) feet. All dead-end road lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its furthest point. Where a dead-end road serves parcels of differing sizes, the shortest allowable length shall apply. Each dead-end road shall have turnarounds at its terminus and at no greater than one thousand three hundred twenty (1,320) foot intervals. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty (60) feet in length.

MC102.4.4 Parcels greater than twenty (20) acres. (FIRE 006). For parcels greater than twenty (20) acres, the maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed five thousand two hundred eighty (5,280) feet. All dead-end road lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its furthest point. Where a dead-end road serves parcels of differing sizes, the shortest allowable length shall apply. Each dead-end road shall have turnarounds at its terminus and at no greater than one thousand three hundred twenty (1,320)-foot intervals. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty (60) feet in length.

SECTION MC103 DRIVEWAYS, GATES, AND BRIDGES

MC103.1 Driveways. (FIRE 007). Driveway identified in this Section is defined as a vehicle access that serves up to two (2) parcels with no more than two (2) residential units and any number on non-commercial or industrial buildings on each parcel. Driveways shall not be less than twelve (12) feet wide traffic lane and minimum fourteen (14) feet wide unobstructed clearance, with an unobstructed vertical clearance of not less than fifteen (15) feet. The grade for all driveways shall not exceed fifteen percent (15%) with a maximum side slope of five percent (5%). Where driveway grades are eight percent (8%) or less, an all-weather surface such as an aggregate base shall meet minimum fire requirements. Other types of material for driveways may be required by Monterey County Code. Where the grade exceeds eight percent (8%), a minimum structural roadway surface of 0.17 feet of asphaltic concrete on 0.34 feet of aggregate base shall be required. The driveway surface shall be capable of supporting the imposed load of fire apparatus forty thousand (40,000) pounds, and be accessible by conventional-drive vehicles, including sedans. For driveways with turns ninety (90) degrees and less, the minimum horizontal inside radius of curvature shall be twenty-five (25) feet. For driveways with turns greater than ninety (90) degrees, the minimum horizontal inside radius curvature shall be twenty-eight (28) feet. For all driveway turns, an additional surface of four (4) feet shall be added. All driveways exceeding one hundred fifty (150) feet in length, but less than eight hundred (800) feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds eight hundred (800) feet, turnouts shall be provided at no greater than four hundred (400)-foot intervals. Turnouts shall be a minimum of twelve (12) feet wide and thirty (30) feet long with a minimum of twenty (25) foot taper at both ends. Turnarounds shall be required on driveways in

excess of one hundred fifty (150) feet of surface length and shall be thirty (30) feet long with a minimum twenty-five (25) foot taper at both ends. Turnarounds shall be required on driveways in excess of one hundred fifty (150) feet of surface length and shall be located within fifty (50) feet of the primary building. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the driveway. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty (60) feet in length.

MC103.2 Gates. (FIRE 008). All gates providing access from a road to a driveway shall be located at least thirty (30) feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road. Gate entrances shall be at least two (2) feet wider than the width of the traffic lane but in no case be less than fourteen (14) feet wide unobstructed and unobstructed vertical clearance of fifteen (15) feet. Where a one-way road with a single traffic lane provides access to a gated entrance, a forty (40) foot turning radius shall be used. Where gates are to be locked, the installation of a key box or other acceptable means for immediate access by emergency equipment may be required.

MC103.3 Bridges. (FIRE 009). All new and reconstructed bridges shall be at least the width of the roadbed and berms, but in no case less than twelve (12) feet wide. Bridge width on all roads exceeding tertiary standards shall not be less than the width of the two lanes with berms. All bridges shall be designed for HS15-44 loading and have guardrails. Appropriate signage, including but not limited to, weight ratings or vertical clearance limitations, and one-way road or single-lane road conditions, shall be provided at both entrances to any bridge. One-lane bridges may be permitted if there is unobstructed visibility across the entire bridge, and turnouts are provided at both bridge ends. The fire authority may impose more stringent requirements for bridges.

SECTION MC104 SIGNS AND ADDRESSES

MC104.1 Road signs. (FIRE 010). All newly constructed or approved roads and streets shall be designated by names or numbers, posted on signs clearly visible and legible from the roadway. Size of letters, numbers and symbols for street and road signs shall be a minimum four-inch letter height, ½-inch stroke, and shall be a color that is reflective and clearly contrasts with the background color of the sign. All numerals shall be Arabic. Street and road signs shall be non-combustible and shall be visible and legible from both directions of vehicle travel for a distance of at least one hundred (100) feet. Height, visibility, legibility, and orientation of street and road signs shall be meet the provisions of the jurisdiction. This section does not require any entity to rename or renumber existing roads or streets, nor shall a roadway providing access only to a single commercial or industrial occupancy require naming or numbering. Signs required under this section identifying intersecting roads, streets and private lanes shall be placed at the intersection of those roads, streets and/or private lanes. Signs identifying traffic access or flow limitations (i.e., weight or vertical clearance limitations, dead-end road, one-way road or single lane conditions, etc.) shall be placed: (a) at the intersection preceding the traffic access limitation; and (b) not more than one hundred (100) feet before such traffic access limitation. Road, street and private lane signs required by this article shall be installed prior to final acceptance of road improvements by the Fire Code Official.

MC104.2 Addresses for buildings. (FIRE 011). All buildings shall be issued an address in accordance with jurisdictional requirements. Each occupancy, including detached accessory dwelling units (ADU), except accessory buildings, shall have its own permanently posted address. When multiple occupancies exist within a single building, each individual occupancy shall be separately identified by its own address. Letters, numbers and symbols for addresses shall be a minimum of four-inch (4") height, 1/2-inch stroke, contrasting with the background color of the sign, and shall be Arabic. The sign and numbers shall be reflective and made of a noncombustible material. Address signs shall be placed at each driveway entrance and at each driveway split. Address signs shall be and visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter. Address signs along one-way roads shall be visible from both directions of travel. Where multiple addresses are required at a single driveway, they shall be mounted on a single sign. Where a roadway provides access solely to a single commercial occupancy, the address sign shall be placed at the nearest road intersection providing access to that site. Permanent address numbers shall be posted prior to requesting final clearance.

SECTION MC105 WATER SUPPLY

MC105.1 Water systems. (FIRE 012). The provisions of this condition shall apply when new parcels are approved by a local jurisdiction. The emergency water system shall be available on-site prior to the completion of road construction, where a community water system is approved, or prior to the completion of building construction, where an individual system is approved. Approved water systems shall be installed and made serviceable prior to the time of construction. Water systems constructed, extended or modified to serve a new development, a change of use, or an intensification of use, shall be designed to meet, in addition to average daily demand, NFPA Standard 1142 or other adopted standards. The quantity of water required pursuant to this chapter shall be in addition to the domestic demand and shall be permanently and immediately available.

MC105.2 (RESERVED) (FIRE 013).

MC105.3 Single parcel fire protection water supply. (FIRE 014). For development of structures totaling less than three thousand (3,000) square feet on a single parcel, the minimum fire protection water supply shall be four thousand nine hundred (4,900) gallons. For development of structures totaling three thousand (3,000) square feet or more on a single parcel, the minimum fire protection water supply shall be nine thousand eight hundred (9,800) gallons. For development of structures totaling more than ten thousand (10,000) square feet on a single parcel, the reviewing authority may require additional fire protection water supply. Other water supply alternatives, including ISO Rural Class 8 mobile water systems, may be permitted by the fire authority to provide for the same practical effect. The quantity of water required by this condition shall be in addition to the domestic demand and shall be permanently and immediately available.

MC105.4 Fire hydrants and valves. (FIRE 015). A fire hydrant or fire valve is required. The hydrant or fire valve shall be eighteen (18) inches above grade, eight feet from flammable vegetation, no closer than four feet nor further than twelve (12) feet from a roadway, and in a

location where fire apparatus using it will not block the roadway. The hydrant serving any building shall be not less than fifty (50) feet and not more than one thousand (1,000) feet by road from the building it is to serve. Minimum hydrant standards shall include a brass head and valve with at least one 2 1/2-inch National Hose outlet supplied by a minimum four inch main and riser. More restrictive hydrant requirements may be applied by the Reviewing Authority. Each hydrant/valve shall be identified with a reflectorized blue marker, with minimum dimensions of three inches, located on the driveway address sign, non-combustible post or fire hydrant riser. If used, the post shall be within three feet of the hydrant/valve, with the blue marker not less than three feet or greater than five feet above the ground, visible from the driveway. On paved roads or driveways, reflectorized blue markers shall be permitted to be installed in accordance with the State Fire Marshal's Guidelines for Fire Hydrant Markings Along State Highways and Freeways, May 1988.

SECTION MC106 SETBACKS

MC106.1 Setbacks. (FIRE 016). Except as permitted by the fire code official, all parcels one acre and larger shall provide a minimum thirty (30) foot setback for new buildings and accessory buildings from all property lines and/or the center of the road. For parcels less than one-acre, alternate fuel modification standards or other requirements may be imposed by the Fire Code Official to provide the same practical effect.

SECTION MC107 VEGETATION AND DEBRIS DISPOSAL

MC107.1 Disposition of vegetation and debris fuels. (FIRE 017). Disposal, including chipping, burying, or removal to a landfill site approved by the local jurisdiction, of vegetation and debris caused by site development and construction, road and driveway construction, and fuel modification shall be completed prior to final clearance of the related permit.

SECTION MC108 GREENBELTS

MC108.1 Greenbelts. (FIRE 018). Subdivisions and other developments, which propose greenbelts as a part of the development plan, shall locate said greenbelts strategically as a separation between wild land fuels and structures. The locations shall be approved by the Fire Code Official.

SECTION MC109 DEFENSIBLE SPACE

MC109.1 Standard defensible space requirements. (FIRE 019). Defensible space requirements shall meet Section 4291 of the Public Resources Code or the Monterey County Code, whichever is more restrictive. Additional or alternate fire protection approved by the Fire Code Official may be required to provide reasonable fire safety. Environmentally sensitive areas may require alternative fire protection, to be determined by the Fire Code Official and other jurisdictional authorities.

MC109.2 (RESERVED) (FIRE 020).

SECTION MC110 FIRE PROTECTION SYSTEMS

MC110.1 Residential fire sprinkler systems (Standard). (FIRE 021). The building(s) and attached structure(s) shall be fully protected with automatic fire sprinkler system(s). Installation shall be in accordance with the applicable NFPA standard. A minimum of four sets of plans for fire sprinkler systems must be submitted by a California licensed C-16 contractor and approved prior to installation. This requirement is not intended to delay issuance of a building permit. A rough sprinkler inspection must be scheduled by the installing contractor and completed prior to requesting a framing inspection.

MC110.2 (RESERVED) (FIRE 022).

MC110.3 (RESERVED) (FIRE 023).

MC110.4 Residential fire alarm systems. (FIRE 024). The residence shall be fully protected with an approved household fire warning system as defined by NFPA 72. Plans and specifications for the household fire warning system shall be submitted by a California licensed C-10 contractor and approved prior to installation. Household fire warning systems installed in lieu of single-station smoke alarms required by the California Residential Code shall meet the requirements of the California Residential Code.

MC110.5 (RESERVED) (FIRE 025).

SECTION 12. Chapter 18.10 of the Monterey County Code is readopted with amendments to read as follows:

CHAPTER 18.10
EXISTING BUILDING CODE

Sections:

18.10.010 Adoption.
18.10.020 Applicability of local amendments.
18.10.030 Sheer test criteria for mortar quality.

18.10.010 Adoption.

That certain document entitled 2022 California Existing Building Code, California Code of Regulations, Title 24, Part 10 as published by the California Building Standards Commission based on Appendix Chapter A1, A3 and A4 of the 2021 International Existing Building Code, which is entitled Seismic Strengthening Provisions for Unreinforced Masonry Bearing Wall Buildings, with applicable amendments from the State of California, and the local amendments of this Chapter, are hereby adopted as the Existing Building Code for the County of Monterey.

18.10.020 Applicability of local amendments.

Notwithstanding any provisions of the 2022 California Existing Building Code to the contrary, the local amendments set forth in this Chapter shall apply.

18.10.030 Shear test and acceptance criteria for mortar quality.

A. Test equipment. An internal caliper graduated in 0.001 of inch increments shall be used to measure movement of the masonry unit. A hydraulic jack equipped with a pressure gauge graduated in increments of fifty psi or less shall be used. The jack load shall be applied at a rate not exceeding five thousand pounds per minute.

B. Minimum number of technicians and test readings. The test shall be conducted by a minimum of two technicians. Load and displacement readings shall be recorded at the following intervals: caliper reading of 0.001 inch; first visually observed sign of movement or cracking of the mortar or masonry unit; caliper reading of 0.02 inch; and the ultimate load on the unit.

C. Representative test locations. The masonry unit to be tested shall not be located adjacent to a bond course in a brick wall laid in common bond. Tests to evaluate the mortar quality of structural walls shall not be conducted in masonry veneer.

D. Core Tests. A minimum number of mortar test specimens equal to the number of required cores shall be prepared from the cores and tested as specified herein. The mortar joint of the outer Wythe of the masonry core shall be tested in shear by placing the circular core section in a compression testing machine with the mortar bed joint rotated fifteen degrees from the axis of the applied load. The mortar joint tested in shear shall have an average ultimate stress of twenty psi based on the gross area. The average shall be obtained from the total number of cores made. If test specimens cannot be made from cores taken, the shear value shall be reported as zero.

E. Low mortar quality. Walls with mortar values which are consistently low and do not meet the minimum quality values specified in this Chapter shall be entirely pointed per Uniform Building Code Standard 21-8 except that the depth of joint penetration shall be one and one-half inch (38 mm) in lieu of the three-fourths inch (19 mm) specified.

SECTION 13. Chapter 18.11 of the Monterey County Code is readopted with amendments to read as follows:

CHAPTER 18.11
GREEN BUILDING STANDARDS

Sections:

18.11.010 Adoption.
18.11.020 Purpose.
18.11.030 Definitions.
18.11.040 Standards for Compliance.
18.11.050 Qualifications for Incentives.
18.11.060 Renewable Energy Generation Requirements.
18.11.070 Requirements for County Owned Buildings.
18.11.080 Interaction with other Regulations.

18.11.010 Adoption.

That certain document entitled 2025 California Green Building Standards Code,

California Code of Regulations, Title 24, Part 11, also known as CALGreen, as published by the California Building Standards Commission, is hereby adopted as the Green Building Standards Code for the County of Monterey.

18.11.020 Purpose.

A. The purpose of this Chapter is to improve the public health, safety and general welfare by encouraging responsible use of resources in the design and construction of buildings, by using building concepts having a reduced negative impact or having a positive environmental impact, and by encouraging sustainable construction practices to:

1. Increase energy efficiency in buildings.
2. Reduce potable water demand.
3. Encourage natural resource conservation.
4. Reduce waste generated by construction projects.
5. Provide durable buildings that are efficient, cost effective, and economical to own and operate; and
6. Promote the health and productivity of residents and workers who occupy and live in buildings within the County.

18.11.030 Definitions.

The following definitions shall apply for the purposes of this chapter:

A. "Applicant" means any person or entity applying to the County for a building permit to undertake any covered project within the County.

B. "Alternative means" means a method of achieving the green building performance standards equivalent to CALGreen Tiers 1 or 2 (for example, compliance and certification by a third party green building rating system such as Leadership in Energy and Environmental Design (LEED) or GreenPoint Rated systems).

C. "Compliance official" means the Building Official or his/her designee charged with the administration and enforcement of this chapter.

D. "Green building rating system" means a rating system with specific building design criteria used to determine compliance thresholds. Examples of rating systems include, but are not limited to, the LEED and GreenPoint rated systems.

E. "GreenPoint Rated" means a rating system developed by the Build It Green organization to certify a residential structure meets certain energy and resource efficiency standards.

F. "LEED" means the "Leadership in Energy and Environmental Design" green building rating system developed by the U.S. Green Building Council.

G. "Major remodel" means any remodel that involves two (2) or more of the following:

1. Demolition and new construction of fifty (50) percent or more of the interior or exterior walls within a building.

2. The permit valuation exceeds five hundred thousand dollars ($500,000.00); or

3. Electrical, plumbing, mechanical, and structural repairs affecting an area of five thousand (5,000) square feet or more.

H. "Non-residential structure" means a building not used for a residential use with a designated Occupancy Classification of A, B, E, F, H, I, L or M in the California Building Standards Code.

I. "Rebuild" means demolition and reconstruction of a building or structure involving the repair or replacement of fifty (50) percent or more of the exterior walls or involving work that exceeds one-half (½) of the appraised value of the structure.

18.11.040 Standards for Compliance.

A. Standards for compliance with CAL Green shall be those standards contained in Part 11 of Title 24 of the California Building Standards Code.

B. For the purposes of this chapter, the following equivalency levels are assumed:

1. CALGreen mandatory requirements are generally equivalent to LEED basic standards and GreenPoint rating of a minimum of eighteen (18) points across all resource categories.

2.. CALGreen Tier 1 standards are generally equivalent to LEED Silver standards and GreenPoint rating of a minimum of thirty-three (33) points across all resource's categories; and

3. CALGreen Tier 2 standards are generally equivalent to LEED Gold or better and GreenPoint rating of a minimum of sixty-five (65) points across all resource categories.

18.11.050 Qualifications for Incentives.

A. Newly constructed buildings, including a rebuild, that incorporate additional prerequisite and elective green building measures to meet or exceed CALGreen Tier 1 thresholds, or the equivalent, shall receive the following incentives:

1. A Step 1 incentive rebate, in the amount set by resolution of the Board of Supervisors, to be applied towards construction permit fees; and

2. A healthier home or business award from the County.

B. Newly constructed buildings, including a rebuild, that incorporate additional prerequisite and elective green building measures to meet or exceed the 2010 CALGreen Tier 2 thresholds, or the equivalent, shall receive the following incentives:

1. A Step 2 incentive rebate, in the amount set by resolution of the Board of Supervisors, to be applied towards construction permit fees; and

2. A healthier home or business award from the County.

C. For projects qualifying for incentives pursuant to Subsection A or B of this section, the Compliance Official may assign an experienced staff person to coordinate review of construction permits by all County departments.

D. When the CALGreen Green Building Rating System is used, the Compliance Official shall be responsible for verifying that buildings have been designed to qualify for the incentives described in this section.

E. When alternative means to the CALGreen Green Building Rating System are proposed, documentation by a qualified professional for the chosen Green Building Rating System shall be provided to the Compliance Official for his or her review and approval prior to the applicant being entitled to any incentives described in this section. Required documentation and certification of meeting the standards under the alternative means shall be supplied at the applicant's expense. Compliance with alternative means is in addition to, and does not alleviate compliance with, the requirements of the California Building Code including the minimum mandatory requirements of CALGreen.

F. The incentive rebate fees described in this section shall not be combined with other construction permit fee incentives.

18.11.060 Renewable Energy Generation Requirements.

All new non-residential structures greater than twenty-five thousand (25,000) square feet shall provide on-site renewable energy generation as part of their development. A minimum of fifteen (15) percent of the projected energy demand shall be provided by on-site renewable sources. An exception to this requirement may be approved by the Compliance Official if the applicant can demonstrate that on-site renewable energy generation is not appropriate at the site and that alternative design elements better achieve the desired level of efficiency (at least fifteen (15) percent of the total energy demand).

18.11.070 Requirements for County Owned Buildings.

A. CALGreen Tier 1 standards, or the functional equivalent, are adopted as the minimum mandatory design standards for newly constructed County-owned buildings and major remodels of existing County-owned buildings.

B. All new County-owned buildings shall be subject to the renewable energy generation requirements of Section 18.11.060 of this chapter. Major remodels of County-owned buildings are not subject to the requirements of Section 18.11.060 but may provide on-site renewable energy generation in connection with achieving CALGreen Tier 1 standards.

C. The requirements of Subsections A and B of this section do not apply to County-owned projects that have already been financed as of December 31, 2012 where compliance with this requirement would conflict with existing grants and financing that are already in place. The

Compliance Official shall have the authority to waive the requirements of Subsections A and B of this section where their application would conflict with local, state, or federal policies or regulations.

D. The requirements of Subsection A of this section do not apply to the Monterey County Government Center (MCGC) East and West Wings - Renovation Project for the following reasons:

1. Preparations for the MCGC East and West Wings - Renovation Project began prior to adoption of the 2010 General Plan. Substantial time was invested in studies and planning for this project prior to adoption of the requirements of this section, and the requirements of this section would delay this project.

2. The MCGC East and West Wings are on the National Register of Historic Places, and green building techniques could interfere with historic preservation and raise costs considerably; and

3. The County will consider alternative methods of achieving the objectives and purposes of this Chapter for the MCGC East and West Wings Renovation Project.

18.11.080 Interaction with other Regulations.

This Chapter is not intended to apply when it is preempted by federal or state laws or regulations, including but not limited to conservation standards applicable to appliances and equipment, including heating, ventilating, and air conditioning ("HVAC") products and water heaters. Many other laws, regulations, and ordinances apply to building design construction and maintenance and to development. The provisions of this Chapter are intended to be in addition to and not in conflict with these other laws, regulations, and ordinances. If any provision of this Chapter conflicts with any duly adopted and valid federal or state statute or regulation, the federal or state statutes or regulations shall take precedence.

SECTION 14. Chapter 18.12 of the Monterey County Code is readopted with amendments to read as follows:

CHAPTER 18.12
CALIFORNIA REFERENCED STANDARDS CODE

Section:

18.12.010 Adoption.

18.12.010 Adoption.

That certain document entitled 2025 California Referenced Standards Code, California Code of Regulations, Title 24, Part 12, which includes Appendices 12-8-1A and 12-8-1B as published by the California Building Standards Commission, is hereby adopted as the California Referenced Standards Code for the County of Monterey.

SECTION 15. Chapter 18.13 of the Monterey County Code is readopted with amendments to read as follows:

CHAPTER 18.13
CODES AND STANDARDS ADOPTED AS REFERENCE

Section:

18.13.010 Adoption.

18.13.010 Adoption.

The following codes and standards are adopted as reference documents and may be used by the Building Official in accordance with California Building Code Section 104.11 on a case-by- case basis in the review and approval of permit applications:

A. International Property Maintenance Code 2024 Edition published by the International Code Council.

B. International Fuel Gas Code 2024 Edition as published by the International Code Council.

C. International Mechanical Code 2024 Edition as published by the International Code Council.

D. International Plumbing Code 2024 Edition as published by the International Code Council.

E. ASCE/SEI 31-03 Seismic Evaluation of Existing Buildings published by The American Society of Civil Engineers.

F. ASCE/SEI 41-06 Seismic Rehabilitation of Existing Building published by the American Society of Civil Engineers.

SECTION 16. Chapter 18.14 of the Monterey County Code is readopted with amendments to read as follows:

Chapter 18.14
PROPERTY MAINTENANCE CODE

Sections:

18.14.010 - Administration.
18.14.020 - Definitions.
18.14.030 - Enforcement provisions.
18.14.040 - General maintenance requirements.
18.14.050 - Light, ventilation and occupancy requirements.
18.14.060 - Plumbing facilities and fixture requirements.
18.14.070 - Mechanical and electrical requirements.
18.14.080 - Fire safety requirements.
18.14.090 - Violations.

18.14.010 - Administration.

A. Title. The regulations in this Chapter shall be known as the Property Maintenance Code of Monterey County.

B. Scope. The provisions of this Chapter shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and

standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

C. Intent. This Chapter shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

D. Severability. If a section, subsection, sentence, clause or phrase of this Chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Chapter.

E. Resolving Conflicting Provisions. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this Chapter and the referenced standards or when in a specific case, different sections of this Chapter specify different requirements, the most restrictive shall govern.

F. Maintenance. Equipment, systems, devices and safeguards required by this Chapter or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. The requirements of this Chapter are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner shall be responsible for the maintenance of buildings, structures, equipment and premises.

G. Application of Other Codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the California Building Standards Code as amended by the County of Monterey.

H. Existing Remedies. The provisions in this Chapter shall not be construed to abolish or impair existing remedies of the County of Monterey or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and unsanitary.

I. Workmanship. Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this Chapter shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's installation instructions.

J. Historic Buildings. The provisions of this Chapter for existing buildings or structures designated as historic buildings shall also conform to Chapter 18.25 of the Monterey County Code for provisions related to the abatement of dangerous buildings and application of the California Building Standards Code.

K. Referenced Codes and Standards. The codes and standards referenced in this Chapter shall be those that are listed in Chapter 18.01 Building Standards Administrative Code of the Monterey County Code.

L. Requirements Not Covered by Code. Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this Chapter, shall be determined by the Building Official. The Building Official may use generally accepted construction standards applicable at the time of original construction for buildings constructed prior to permit

requirements or adoption of local building standards. These standards may include editions of model codes published at the time of original construction.

M. Application of References. References to Chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such Chapter, section or provision of this Chapter.

N. Other Laws. The provisions of this Chapter shall not be deemed to nullify any provisions of local, state or federal law.

18.14.020 - Definitions.

Unless otherwise expressly stated, the following terms shall, for the purposes of this Chapter, have the meanings shown in this Chapter.

A. Anchored. Secured in a manner that provides positive connection.

B. Approved. Approved by the Building Official.

C. Basement. That portion of a building which is partly or completely below grade.

D. Bathroom. A room containing plumbing fixtures including a bathtub or shower.

E. Bedroom. Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

F. Building Official. The Building Official as described in Section 104 of the California Building Code.

G. Building Standards in Effect at the Time of Construction. Standards for construction work that were adopted by the County of Monterey at the time of construction. For existing construction completed prior to the adoption of building standards by the County of Monterey on January 1, 1954, those standards for construction work that were published in model codes and generally accepted in California or required by the State of California at the time of construction.

H. Condemn. To adjudge unfit for occupancy.

I. Construction Work. Work to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, or perform any grading.

J. Dangerous Structure or Premises. For the purpose of this Chapter, any structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building code or fire code for the County of Monterey as related to the requirements for existing buildings.

2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half (1½) the original designed value.

5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building code or fire code for the County of Monterey, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the Building Official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the Building Official to be a threat to life or health.

11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

12. Any portion of premises that contains open excavations, exposed sharp objects, falling or drowning hazards, unprotected hazardous materials, exposed raw sewage, excessive trash, overgrown weeds, abandoned or inoperative vehicles, pools or spas without required covers or enclosures or other unsafe conditions that threaten the health and safety of the public.

13. Any portion of premises that contains any existing excavation or embankment or fill has become a hazard to life and limb, or endangers property, or adversely affects the safety, use, or stability of a public way or drainage channel.

K. Detached. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

L. Deterioration. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

M. Dwelling Unit. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

N. Easement. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above a said lot or lots.

O. Electrical Facilities. Includes but not limited to electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment, switches, receptacles and fixtures.

P. Electrical System Hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the Building Official shall require the defects to be corrected to eliminate the hazard.

Q. Equipment Support. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

R. Exterior Property. The open space on a premises, and on adjoining property under the control of owners or operators of such premises.

S. Garbage. The animal or vegetable waste resulting from the handling, preparation, cooking or consumption of food.

T. Guard. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

U. Habitable Space. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

V. Housekeeping Unit. A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

W. Imminent Danger. A condition which could cause serious or life-threatening injury or death at any time.

X. Infestation. The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.

Y. Inoperable Motor Vehicle. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

Z. Labeled. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

AA. Let for Occupancy or Let. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

BB. Neglect. The lack of proper maintenance for a building or structure.

CC. Occupancy. The purpose for which a building or portion thereof is utilized or occupied.

DD. Occupant. Any individual living or sleeping in a building or having possession of a space within a building.

EE. Operable Area. That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

FF. Operator. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

GG. Owner. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian or trustee of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

HH. Person. An individual, corporation, partnership or any other group acting as a unit.

II. Pest Elimination. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest elimination methods.

JJ. Plumbing System Hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, back siphonage, improper installation, deterioration or damage or for similar reasons.

KK. Premises. A lot, plot or parcel of land, easement or public way, including any structures thereon.

LL. Public Way. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

MM. Rooming House. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

NN. Rooming Unit. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

OO. Rubbish. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

PP. Sleeping Unit. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

QQ. Structure. That which is built or constructed or a portion thereof.

RR. Structure Unfit for Human Occupancy. A structure is unfit for human occupancy whenever the Building Official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this Chapter or the referenced codes and standard or because the location of the structure constitutes a hazard to the occupants of the structure or to the public or the structure contains one or more elements of a substandard building as defined in Section 18.15.030 of the Monterey County Code.

SS. Tenant. A person, corporation, partnership, or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TT. Time of Construction. The date an application was submitted for construction work or the date of completion of the construction work when no permit was required.

UU. Toilet Room. A room containing a water closet or urinal but not a bathtub or shower.

VV. Ventilation. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WW. Reserved.

XX. Workmanlike. Executed in a skilled manner, e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YY. Unlawful Structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this Chapter or referenced codes and standards, or was erected, altered or occupied contrary to law.

ZZ. Unsafe Conditions. The following conditions shall be deemed unsafe:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

3. Structures or components thereof that have reached their limit state.

4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.

5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

7. Soils that have moved, liquefied, caused a chemical reaction, compressed or expanded so as to cause the collapse of any footing, foundation system or structural element or soils that do not provide adequate bearing capacity for the intended use.

8. Concrete or masonry that has deteriorated, deformed, fractured, fissured, spalled, exposed its reinforcement, detached, dislodged or otherwise failed so that it can no longer safely provide support for its intended use.

9. Steel, aluminum or other metal that has deteriorated, corroded, deformed, cracked, fatigued, detached, dislodged or otherwise failed so that it can no longer safety provide support for its intended use.

10. Wood that has deteriorated, deformed, cracked, split, dry-rotted, fatigued, detached, dislodged, been damaged by fire, biotic organisms, insects, rodents and other vermin, been excessively cut or notched or otherwise failed so that it can no longer safety provide support for its intended use.

11. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;

12. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs

of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;

13. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

14. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

15. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;

16. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

17. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

AAA. Unsafe Equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

BBB. Unsafe Structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe conditions or unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

CCC. Yard. An open space on the same lot with a structure.

18.14.030 - Enforcement provisions.

A. Responsibility for Enforcement. The Building Official or his or her designee is hereby authorized and directed to enforce the provisions of this Chapter. The Building Official shall have the authority to render interpretations of this Chapter and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this Chapter. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this Chapter.

B. Means of Appeal. Any owner whose interests are adversely affected by any order, decision or determination made by the Building Official pursuant to the provisions of this Chapter may file an appeal to the County Hearing Officer pursuant to Chapter 1.22 of the Monterey County Code. For purposes of this Section, owner means any individual, corporation, partnership, firm or any other group acting as a unit having a legal or equitable interest in the property as recorded in the official records of the County Recorder, including the guardian or

trustee of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

18.14.040 - General maintenance requirements.

A. General. The provisions of this Chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this Chapter. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

B. Exterior Property Areas. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition including but not limited to the following:

1. Grading and Drainage. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon except for approved retention areas and reservoirs.

2. Sidewalks and Driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions.

3. Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of four (4) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Removal of weeds pursuant to this Section is subject to compliance with all other laws and regulations including but not limited to the California Coastal Act, and the federal and state Endangered Species Acts.

4. Rodent Harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

5. Exhaust Vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

6. Accessory Structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

7. Motor Vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled unless such work is performed inside a structure or similarly enclosed area designed and approved for such purposes. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

8. Defacement of Property. The exterior surface of any structure or building on any private or public property shall not be damaged, mutilated or defaced by placing thereon any marking, carving or graffiti.

9. Storage of Materials and Containers. No materials or any type, or storage containers, shall be kept or stored on the exterior of any premises unless the storage of such materials or containers otherwise complies with all applicable laws and regulations including but not limited to the zoning regulations and California Building Standards Code as adopted and amended by the County of Monterey.

C. Exterior Structure. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare including but not limited to the following:

1. Protective Treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and watertight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

2. Premises Identification. Except as otherwise provided in the Chapter 18.10 of the Monterey County Code, buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of four (4) inches high with a minimum stroke width of 0.5 inch unless otherwise approved by the Fire Code Official.

3. Structural Members. All structural members shall be maintained free from deterioration and shall be capable of safely supporting all required loading.

4. Foundation Walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition to prevent the entry of rodents and other pests.

5. Exterior Walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

6. Roofs and Drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

7. Decorative Features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

8. Overhang Extensions. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored to be kept in a sound condition.

9. Stairways, Decks, Porches and Balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

10. Chimneys and Towers. All chimneys, cooling towers, smokestacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair.

11. Handrails and Guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

12. Window, Skylight and Door Frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

13. Glazing. All glazing materials shall be maintained free from cracks and holes.

14. Openable Windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

15. Insect Screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than sixteen (16) mesh per inch and every screen door used for insect control shall have a self-closing device in good working condition unless otherwise approved by the Building Official. Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

16. Doors. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door.

17. Basement Hatchways. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

18. Guards for Basement Windows. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

19. Building Security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property against unauthorized entry.

D. Interior Structure. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition including but not limited to the following:

1. Structural Members. All structural members shall be maintained structurally sound and be capable of supporting the imposed loads.

2. Interior Surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

3. Stairs and Walking Surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

4. Handrails and Guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

5. Interior Doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

6. Storage of Materials and Containers. No materials of any type, or storage containers, shall be kept or stored on the interior of any premises unless the storage of such materials or containers otherwise complies with all applicable laws and regulations including but not limited to zoning regulations and the California Building Standards Code as amended by the County of Monterey.

E. Rubbish and Garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers. The owner of every occupied premises shall supply approved covered containers for rubbish and shall be responsible for the removal of rubbish. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises except at approved locations. Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

F. Pest Elimination. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation. The owner of any structure shall be responsible for extermination within the structure.

18.14.050 - Light, ventilation and occupancy requirements.

A. General. The provisions of this Section shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure. The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with the building standards in effect at the time of construction.

B. Light. Every habitable space shall maintain the required total glazed area for every habitable space. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment, and fixtures.

C. Ventilation. Every habitable space shall maintain the required operable windows. Every bathroom and toilet room shall maintain the required ventilation by natural or mechanical means. Every room with cooking facilities shall maintain the require ventilation.

D. Overcrowding. The number of persons occupying a dwelling unit shall not create conditions that, in the opinion of the Building Official, endanger the life, health, safety or welfare of the occupants.

E. Food Preparation. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

18.14.060 - Plumbing facilities and fixture requirements.

A. General. The provisions of this Section shall govern the minimum conditions and standards for plumbing facilities and plumbing fixtures. The owner of the structure shall provide

and maintain plumbing facilities and plumbing fixtures in compliance with the building standards in effect at the time of construction.

B. Public Toilet Facilities. Public toilet facilities shall be maintained in a safe sanitary and working condition. Except for periodic maintenance or cleaning, public access and use shall always be provided to the toilet facilities during occupancy of the premises.

C. Toilet Rooms. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling. In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

D. Plumbing Systems and Fixtures. All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition. Plumbing fixtures shall have adequate clearances for usage and cleaning.

E. Water System. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system.

F. Hot and Cold Water. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot and cold running water in accordance with the building standards in effect at the time of construction.

G. Contamination. The water supply shall be maintained free from contamination.

H. Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

I. Water Heating Facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than one hundred twenty (120) degrees Fahrenheit. A gas-burning water heater shall be located in an approved location with adequate combustion air and an approved combination temperature and pressure-relief valve and relief valve discharge pipe.

J. Sanitary Drainage System. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

K. Obstructions, Leaks and Defects. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

L. Grease Interceptors. Grease interceptors shall be maintained and regularly serviced as intended by this Chapter and the references codes and standards and the manufacturer's instructions.

M. Storm Drainage. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall be maintained and conveyed to an approved location.

18.14.070 - Mechanical and electrical requirements.

A. General. The provisions of this Chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided. The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements.

B. Heating Facilities. Heating facilities shall be maintained in structures as required by this Section. Except for spaces not normally associated with human comfort, interior spaces intended for human occupancy including but not limited to dwellings shall be provided with heating facilities capable of maintaining a room temperature of seventy (70) degrees Fahrenheit. Cooking appliances or portable space heaters shall not be used to provide space heating to meet the requirements of this Section.

C. Mechanical Equipment. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function. All fuel-burning equipment and appliances shall be connected to an approved chimney or vent unless approved. All required clearances to combustible materials shall be maintained. All safety controls for fuel-burning equipment shall be maintained in effective operation. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

D. Electrical Facilities. Every occupied building shall be maintained with an electrical system in compliance with the building standards in effect at the time of construction provided it does not create an electrical hazard. Electrical facilities that have been damaged by exposure to water or fire shall be replaced in accordance with the provisions of the California Building Standards Code as amended by the County of Monterey.

E. Elevators, Escalators and Dumbwaiters. Elevators, dumbwaiters and escalators shall be maintained in compliance with the building standards in affect at their time of construction. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building operator or be posted in a publicly conspicuous in an approved location. The inspection and tests shall be performed at not less than the periodic intervals required by the State of California Department of Industrial Relations or their successors.

F. Duct Systems. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

18.14.080 - Fire safety requirements.

A. General. The provisions of this Section shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

B. Means of Egress. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the building standards in effect at the time of construction. The required width of aisles shall be unobstructed. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the California Building Code.

C. Emergency Escape Openings. Required emergency escape openings shall be maintained in accordance with the building standards in effect at the time of construction and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the building standards in effect at the time of construction and such

devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

D. Fire-Resistance Ratings. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained. Required opening protection devices shall be maintained in an operative condition. All fire and smoke stop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

E. Fire Protection Systems. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the building standards in effect at the time of construction.

18.14.090 - Violations.

A. Prohibited Conditions. It shall be unlawful for any owner to create, maintain or permit the continued existence of any dangerous structure or premises, unsafe condition, unsafe equipment, unsafe structure, any structure that is unfit for human occupancy, any substandard building or premises or any unlawful structure or any other hazards as defined in this Chapter. Such violations are public nuisances and the owner shall abate or cause to be abated or corrected such conditions either by repair, rehabilitation, demolition or other approved corrective action without delay.

B. Prohibited Occupancy. It shall be unlawful for any owner to occupy or permit a person, firm or corporation to occupy any structure or premises condemned and placarded by the Building Official. It shall be unlawful for any person to enter such structure or premises except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

C. Maintaining Placards. It shall be unlawful for any owner to deface or remove a condemnation placard without the written approval of the Building Official.

D. Prohibited Services. It shall be unlawful for any owner to operate or permit a person, firm or corporation to operate condemned and placarded equipment.

E. Reconnection of Utilities. It shall be unlawful for any owner to reconnect or permit a person, firm or corporation to reconnect utilities after having been ordered to be disconnected without the written approval of the Building Official.

F. Following Stop Work Orders. It shall be unlawful for any owner to continue any work after having been served with a stop work order by the Building Official except such work that is necessary to perform to remove a violation or unsafe condition.

G. Maintaining Residential Services. It shall be unlawful for any owner to cause any service, facility, equipment or utility to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress.

H. Duty to Maintain Buildings, Structures and Premises. It shall be unlawful for any owner to fail to maintain any building, structure or premises in conformance with the provisions of this Chapter, the building standards that lawfully existed at the time of construction and any minimum maintenance standards established by state or local law since the time of construction.

I. Maintaining Exterior Surfaces. It shall be unlawful for any owner to willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

J. Unauthorized Vehicle Storage. It shall be unlawful for any owner to park, keep or store an inoperative or unlicensed motor vehicle on any premises unless such premises are approved for such parking and storage under all applicable laws.

K. Unauthorized Vehicle Repair. It shall be unlawful for any owner to allow any vehicle to be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled or repaired or painted on any premises unless such work is performed inside a structure or similarly enclosed area designed and approved for such purposes. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

L. Unauthorized Storage of Materials. It shall be unlawful for any owner to keep or store any materials or storage on any premises unless such storage is approved under all applicable laws including but not limited to zoning regulations and the California Building Standards Code as amended by the County of Monterey.

M. Failure to Correct. It shall be unlawful for any owner to willfully fail to diligently pursue the correction of any violation of this Chapter as identified in a notice of violation.

N. Transfer of Ownership. It shall be unlawful for the owner of any real property to sell, transfer, mortgage, lease, or otherwise dispose of any real property knowing there is a notice of violation for a violation of this Chapter involving that real property until the violations are corrected or until such owner first furnishes the grantee, transferee, mortgagee, or lessee owner with a true copy of any such notice of violation and shall furnish to the Building Official a signed and notarized statement from the grantee, transferee, mortgage, or lessee, acknowledging the receipt of a true copy of such notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such documents or stating intentions to timely challenge such notice of violation. The transfer of ownership in violation of this Section shall not abrogate the transfer.

SECTION 17. Chapter 18.16 of the Monterey County Code is readopted with amendments to read as follows:

CHAPTER 18.16
GRADING

Section:

18.16.010 Adoption.

18.16.010 Adoption.

Adoption. Appendix J of that certain document entitled 2025 California Building Code, California Code of Regulations, Title 24, Part 2, Volume 2 as published by the California Building Standards Commission based on the 2024 International Building Code with applicable amendments from the State of California, is hereby adopted.

SECTION 18. CROSS REFERENCE CONFORMITY. The Clerk of the Board of Supervisors, upon the concurrence of the County Counsel, is authorized to make such changes to the other provisions of the Monterey County Code to provide for the accuracy of cross references in the County Code to the chapters and sections amended and added by this ordinance.

SECTION 19. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby

declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any other part thereof be unconstitutional or invalid.

SECTION 20. EFFECTIVE DATE. This ordinance shall become effective on the thirty-first day following its adoption. This ordinance shall not become operative until this ordinance has been filed with the California Building Standards Commission.

PASSED AND ADOPTED on this _____day of_____, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher M. Lopez, Chair
Monterey County Board of Supervisors

A T T E S T :

VALERIE RALPH
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

Kelly L. Donlon
Kelly L. Donlon
Chief Assistant County Counsel

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Attachment B

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SUMMARY OF CALIFORNIA CODE CHANGES

In the 2025 edition of Title 24

July 2025



CALIFORNIA BUILDING STANDARDS COMMISSION

1268

Acknowledgements

Governor Gavin Newsom

Secretary of the Government Operations Agency, Nick Maduros

Director of the Department of General Services, Ana Lasso

Members of the California Building Standards Commission

Chair, Secretary Nick Maduros

Vice Chair, Rajesh Patel

Commissioners:

Kent Sasaki	Erick Mikiten
Elley Klausbruckner	Rajesh Patel
Peter Santillan	Juvilyn Alegre
Aaron Stockwell	Laura Rambin
Frank Ramirez	James Haskin

Executive Director, Stoyan Bumbalov

Deputy Executive Director, Kevin Day

The California Building Standards Commission is a commission within the Department of General Services

Visit our website at dgs.ca.gov/BSC

Please submit comments and suggestions for improvements or additions to this publication to cbsc@dgs.ca.gov
or mail to
California Building Standards Commission
Stoyan Bumbalov, Executive Director
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833

Some of CBSC's publications available on the website's Resources page:

Guide to Title 24	Public Guide to the Building Standards Adoption Process
It's Your Building Department	Frequently Asked Questions
Guide for Local Amendments of Building Standards	Glossary of Terms

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INTRODUCTION

During the 2024 Triennial Code Adoption Cycle, California state agencies reviewed the most recent editions of national model codes and standards, and made amendments and additions to most parts of the California Building Standards Code, Title 24 of the California Code of Regulations (Title 24). This publication contains information regarding substantive California changes of interest to code users as they familiarize themselves with the 2025 edition of Title 24. For ease of reading, this document uses all normal font style (no italics). When looking at Title 24, it is a good idea to learn about and understand the various margin markings, banners and text styles that will indicate where changes have been made to the code and what amendments are model code changes versus California amendments. An explanation of margin markings can be found in the preface of each part of Title 24.

State agency acronyms that may be used in this publication

BSC – Building Standards Commission
CEC – California Energy Commission
DCA – Department of Consumer Affairs, Veterinary Medical Board
DSA – Division of the State Architect
DWR – Department of Water Resources
HCD – Department of Housing and Community Development
OSHPD – Office of Statewide Hospital Planning and Development
SFM – State Fire Marshal

For the applications of amendments adopted by the various state agencies, reference Chapter 1 of each part of Title 24.

The parts of Title 24 may be abbreviated as follows:

CBC – California Building Code, Part 2, Volumes 1 and 2
CRC – California Residential Code, Part 2.5
CMC – California Mechanical Code, Part 4
CPC – California Plumbing Code, Part 5
CWUIC – California Wildland-Urban Interface Code, Part 7
CFC – California Fire Code, Part 9
CEBC – California Existing Building Code, Part 10
CALGreen – California Green Building Standards Code, Part 11
CRSC – California Referenced Standards Code, Part 12

To avoid confusion with other acronyms, abbreviations are not used for the California Administrative Code (Part 1), California Electrical Code (Part 3) or California Energy Code (Part 6).

Note that there were no significant updates to the California Historical Building Code, Part 8 of Title 24, or Part 12, the Referenced Standards Code, so they are not included in this summary. There are no changes to Part 8 because the State Historical Building Safety Board adopted the 2025 California Historical Building Code by carrying forward existing provisions from the 2022 edition without further amendment.

Model code developers:

Every three years the national model codes and standards are published, and by law California is required to incorporate specific model codes and standards into Title 24. The model code publishers often issue significant code change documents explaining national code updates and the reasons for them. Links are provided below to assist in searching for this information for each of the publishers.

IAPMO – The International Association of Plumbing and Mechanical Officials (Parts 4 and 5)

2024 Uniform Mechanical and Plumbing Code publication webpage

ICC – The International Code Council (Parts 2, 2.5, 7, 9 and 10)

ICC's 2024 Significant Changes publications (search each title separately)

NFPA – National Fire Protection Association (Part 3)

2023 National Electrical Code Guide to Changes

In 2024, the model codes published by ICC underwent a substantial formatting change as part of their digital transformation strategy to improve the user experience and enhance readability by providing a cleaner, more modern look. All parts of Title 24 that are published by ICC—Parts 1, 2, 2.5, 6, 7, 8, 9, 10, 11 and 12—display the new single-column format. Parts 3, 4 and 5, published by NFPA and IAPMO, retain the previous formatting style.

Additionally, some section renumbering occurred to align with the new structure, and existing California amendments made obsolete by new model code language have been repealed and deleted from the code.

Also, in 2021 the Office of Statewide Hospital Planning and Development (OSHPD) was renamed the Department of Health Care Access and Information (HCAI). Within HCAI, divisions were renamed "offices" and the building code development unit is now within HCAI's Office of Statewide Hospital Planning and Development (OSHPD); therefore, the acronym used in Title 24 banners to indicate adoption by OSHPD will not change.

Please watch the California Building Standards Commission's (CBSC) video *About Title 24* to learn about the code's layout and contributing state agencies. For more in-depth information, visit CBSC's Resources webpage to view and download educational publications such as a *Guide to Title 24*.

Tips for reviewing this summary:

- Headings are generally shown as “Section # Section Name” unless otherwise as necessary for clarity.
- Use the bookmarks tool to quickly scan for sections of interest.



CALIFORNIA ADMINISTRATIVE CODE – PART 1

Chapter 1 – Building Standards Commission

1-101 Abbreviations
Added an entry for HCAI and corrected the entry for OSHPD.

1-407 Initial rulemaking file submittals by a state proposing agency
Changed to accept digital signatures, accept single soft copies of documents, and clarify signature requirements for the Economic and Fiscal Impact Statement (Form STD 399).

1-408. Certification of delegation of authority
Changed to accept digital signatures.

1-411 Public comment rulemaking file submitted by a state proposing agency
Changed to accept one copy of various required documents.

1-413 Public comments and related actions
Removed the note referencing a public comment form on the website.

1-415 Final rulemaking file by state proposing agencies
Requirements changed to accept digital signatures, accept single copies, clarify documentation of public hearings, clarify the statement necessary if supporting documents are added after the NOPA is published, and clarify requirements when changes are made after the NOPA is published. Also repealed confusing language about the Informative Digest and the memo attesting to a 45-day public comment period.

1-419 Emergency building standards
Changed to accept one copy of various required documents.

Chapter 3 – State Fire Marshal

3-104 Application of building standards
Added a reference to the new California Wildland-Urban Interface Code, Part 7 of Title 24.

Chapter 4 – Division of the State Architect – Structural Safety

Sections 4-205, 4-305, 4-402, 4-405
Added a reference to the new California Wildland-Urban Interface Code, Part 7 of Title 24.

4-309(a) Reconstruction or alteration projects in excess of $100,000 in cost
Replaced “modifications” with “reconstruction, alteration, or addition” to clarify intent and provide consistency of language with the CEBC.

4-310 School garages, warehouses, storage and similar buildings, dwellings for employees and miscellaneous structures

As a result of AB 358 (Chapter 83, Statutes of 2023), updated language to note community college student housing buildings are exempted from the Field Act.

4-314. Definitions

Added the definition of “Laboratory of Record” to coordinate with language updates and reorganization to create new Article 11 in this chapter.

4-317(e). Plans, specifications, calculations and other data

Added a new exception that allows repair of damage caused by means not related to natural or manmade disaster (e.g. dry rot, vehicle impact) on a school building within 50 feet of fault trace.

4-318(a) Procedure for approval of application and voidance of application

Added editorial revisions to current language that utilizes terms such as “prints,” “tracings,” “reproducible sheets,” which are tied to a paper-based system and not in alignment with current electronic media and submittal processes.

4-318(c) Voidance of application, 4-319 Withdrawal of application, and 4-420 Fees

Clarified amount of refund of fees when work has not yet commenced (checking work or construction) on a project (or subsequent increments) to align with current practice.

Various Sections within Group 1, Articles 5 and 6

Relocated and modified various sections from these articles to new Articles 10 and 11.

4-333 Observation and inspection of construction

4-333(b) Inspection by a project inspector or assistant inspector

Added language to include assistant inspectors (and removed 4-333(d) Items 3-4). Added language to clarify each inspector’s responsibility to the governing board, including any inspector involved with or providing inspection related activities or services to the district, while also emphasizing that inspectors ultimately report to DSA for enforcement of plans and specifications of the project.

4-333(d) Assistant inspectors

Added requirement that Assistant Inspectors (AI) must meet same project approval requirements as Project Inspectors (PI) for projects inspected by AI. Removed #3-4 and relocated #2 to 4-361.4, with modifications.

4-333.1 Project inspector certification.

Relocated this section to new Article 10 in this chapter and modified language to improve clarity.

4-335(f) Structural tests and special inspections
Removed minimum age requirements and added minimum educational requirements for special inspectors for consistency with Project Inspectors and DSA Certified Special Inspectors.

4-335(f)4.A Special inspector daily reports
Removed requirement for Special Inspector (SI) daily reports to PI within seven days since PI to receive those sooner (within one business day).

4-335.1 DSA Laboratory of record
Relocated portions of the former language to new Article 11 and modified language to improve clarity.

4-342 Duties of the project inspector

4-342(b) Duties
Added language specifying 48-hours prior notification by the PI to DSA for structural steel erection.

4-342(c) Violations through 4-342(g) Filing an appeal
Relocated items to new Article 10 and modified language to improve clarity.

Group 1, Article 8
Repealed Sections 4-350 and 4-351 to remove conflicts.

Group 1, Article 10
Created new Article 10. Inspector Certification (Sections 4-360 through 4-369) to consolidate and clarify inspector certification, professional conduct, discipline, appeals, and reinstatement requirements.

Group 1, Article 11
Created new Article 11. Laboratory Acceptance (Sections 4-370 through 4-378) to consolidate and clarify laboratory acceptance, professional conduct, discipline, appeals, and reinstatement requirements.

4-411 Definitions
Added definitions for “Classroom” and “Shade Structure” to clarify broad terms frequently reflected in project designs.

Chapter 5 – Division of the State Architect – Access Compliance

Section 5-101 Purpose
Added exception to align with AB 306 (Chapter 49, Statutes of 2021) and AB 358 (Chapter 83, Statutes of 2023), exempting teacher or district employee dwellings and community college student housing buildings from DSA review for access compliance.

Chapter 6 – Office of Statewide Hospital Planning and Development – Seismic Evaluation Procedures for Hospital Buildings

Article 1. Definitions and Requirements

Added and amended various sections within Article 1 as a result of the enactment of AB 869 (Chapter 801, Statutes of 2024), which establishes a process for small, rural, critical access and district hospitals, as well as hospitals that are recipients of the Distressed Hospital Loan Program, to seek a delay of up to three years to the seismic safety compliance deadline of January 1, 2030, and also provides HCAI with discretion to extend the delay by an additional two years.

1.2 Definitions

Repealed the definitions of “Administrative Extension” and “Critical Community Provider” because the timeframe to request an extension has expired.

1.5.2 Delay in compliance

Amended language to align the NPC compliance requirements and dates with existing statutory mandate and repealed SPC compliance requirements that are no longer applicable per AB 2190 (Chapter 673, Statutes of 2018).

Sections 11.3.1 and 11.3.2

Repealed the torque testing requirements for bolts with no tension as there is no specific test for shear.

Chapter 7 – Office of Statewide Hospital Planning and Development – Safety Standards for Health Facilities

7-101 Scope

Amended language to add HSC Section 129850 that provides OSHPD has broad statutory authority to make any regulations that it deems necessary, proper, or suitable to carry out the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983 (HSSA 83).

7-111 Definitions

Amended the definitions of: “Freestanding” to clarify that a building does not have to be adjacent to another building to be freestanding and the separation requirements apply to all adjacent buildings (and not limited to hospital buildings only); and “Office” for consistency with the creation of the Department of Health Care Access and Information (HCAI) and the renamed Office of Statewide Hospital Planning and Development (OSHPD).

7-115 Preparation of construction documents and reports

Amended language: Allows fire protection engineers to prepare plans and specifications for fire protection systems; assures compliance with HSC Section 129805(a); and clarifies that only OSHPD Preapproved Details (OPDs) and distribution system preapprovals are required to be inserted in the construction documents.

Section 7-153 Changes to the approved work

Repealed subsections (b)1 and 2 because HCAI does not have the authority.



Chapter 10 – California Energy Commission

Please visit the California Energy Commission's website for updates.

energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/online-resource-center/overview

CALIFORNIA BUILDING CODE – PART 2

Chapter 1 – Scope and Administration

Division of the State Architect

104.2.3 (formerly 104.11) Alternative materials, design and methods of construction and equipment

Added new banners and amended language to clarify that the new model code exception regarding use of International Code Council Performance Code is not permitted by DSA.

Office of Statewide Hospital Planning and Development

1.10.2 OSHPD 2

Removed references to OSHPD 2A and 2B as there is no longer a difference in requirements between skilled nursing facilities that are single-story wood frame or light steel construction and multi-story facilities.

1.10.6 OSHPD 6

Added a new banner and description to identify the requirements for Chemical Dependency Recovery Hospitals (CDRH). The OSHPD 6 designation incorporates AB 2096 (Chapter 233, Statutes 2022) into regulations.

State Fire Marshal

1.11.2.4 Request for alternate means of protection

Updated the reference pointer to California Code of Regulations (CCR) Title 19 due to program changes in the requirements of Risk Management Plans and the handling of hazardous materials under the oversight of CalEPA (AB 148, Stats. 2021). These programs were previously in Title 19, Division 2 (CalOES), but are now located in Title 19, Division 5 (CalEPA), and have been effective as of March 6, 2024.

1.11.4.4 Fire clearance pre-inspection

Corrected the reference pointer that delegates authority from the State Fire Marshal to the local fire prevention enforcement authority (Health and Safety Code Sections 13145 and 13146).

101.4.8 Wildland-Urban Interface

Added a new administrative section to reference the newly adopted California Wildland-Urban Interface Code (CWUIC), Part 7 of Title 24. The adoption of the CWUIC has affected provisions and references in CBC Chapters 2, 3, and 7A, and will be addressed in this summary. Chapter 7A has been removed from the CBC and relocated in Part 7.

Chapter 2 – Definitions

State Fire Marshal

Definitions related to Chapter 7A

Repealed and deleted all definitions with reference to Chapter 7A. Chapter 7A provisions have been relocated to the new California Wildland-Urban Interface Code, Part 7 of Title 24.

Division of the State Architect

Multi-bedroom Housing Unit

Amended definition to change the term “toilet and bathing rooms” to “bathroom(s)”

Next Generation Attenuation West

Repealed this definition as it is no longer used in the code.

Public-Occupancy Temporary Structure

Added an amendment to clarify that the definition does not apply to school buildings as defined in Section 4-314 of the California Administrative Code.

Chapter 3 – Occupancy Classification and Use

Department of Housing and Community Development [HCD]

310.3 Residential Group R-2 and 310.4 Residential Group R-3

Amended the model code language in relation to nontransient hotels and motels specifying that all nontransient hotels and motels, regardless of number of guest rooms, shall be classified as Occupancy Group R-2.

310.4.2 Lodging houses

Amended the automatic sprinkler system installation requirements and replaced "P2904" with a reference pointer to CRC R309.1.1.

State Fire Marshal

304.1 Business Group B

Editorial correction to align ambulatory care facilities with the provisions of the California Fire Code (Part 9, title 24) as a Business Group B occupancy.

305.2 Group E, child-care facilities, exception

Amended existing exception to Group E child-care facilities, allowing the facilities to operate when they comply with special requirements, aimed at expanding child-care services and upholding fire and life safety practices, and in compliance with Assembly Bill 176, Chapter 998 (2024).

308.5.1 Classification as Group E, special provisions

This model code section was deleted from the 2022 CBC. Assembly Bill 176, Chapter 998 (2024) required language from the 2019 CBC to be re-incorporated to provide clarification for local jurisdictions regarding child day care for more than six but not more than 100 children under 36 months of age.

Chapter 4 – Special Detailed Requirements

State Fire Marshal

403.2.1.1 Type of construction

Corrected the Item #1 exception by deleting model code language "columns supporting floors," which was an existing amendment that was not carried forward in the 2022 CBC.

403.3.1 Number of sprinkler system risers and system design

Incorporated an existing amendment regarding the requirements of sprinkler systems that are hydraulically designed. The terms "standpipe" and "vertical water supply zones" in this section clarify the requirements of codes and referenced standards.

403.3.1.2 Buildings more than 420 feet in height

Clarified that there are differences in requirements for buildings having a height greater than 420 feet (128 m) and in Section 403.3.1.1 buildings having a height less than 420 feet (128 m). Included requirement for sprinkler systems to be supplied from two risers to limit the impact of a single-point failure of a standpipe or sprinkler express riser.

403.5.3 Stairway door operation

Repealed an amendment regarding failure of electrical power to the locking mechanism as it is now in the adopted model code language.

404.12 Group I and R 2.1 occupancy means of egress

Added treatment rooms to the egress requirements to clarify that patient sleeping rooms and patient treatment rooms are not permitted to pass through the atrium for means of egress. Aligns with the National Fire Protection Association 101 (NFPA 101).

406.9.2 Ventilation

Corrected the reference pointer from Section 1203 to 1202, to align with model code renumbering.

407.4.4.1 Exit access through care suites

Repealed an amendment regarding egress through an adjacent care suite to align with the requirements of NFPA 101. Section 407.4.4.3 includes the requirement.

Section 407.4.4.2 Separation

Repealed redundant amendment language regarding requirements for separation using a one-hour fire barrier.

Section 407.4.4.3 Access to a corridor

Repealed an amendment regarding travel from habitable rooms. Adopted model code language clarifies that movement in a care suite is limited to 100 feet of travel to a door leading to an exit corridor or a horizontal exit.

407.4.4.3.1 One intervening room (repealed) Sleeping Room (new)

Repealed amendment regarding movement from habitable rooms through more than one intervening room and replaced with a new amendment to clarify that sleeping rooms shall be limited to one intervening room.

407.4.4.4 Reserved

Deleted model code **Section 407.4.4.4 Circulation paths within a care suite** because it conflicts with care suite circulation path requirements in California for unrated corridors in I-2 occupancies.

407.4.4.5.3 Travel distance (repealed)

Repealed California amendment since the adopted model code provides the same provisions in section 407.4.4.3.

408.9.1 Smoke venting

Added amendment clarifying that I-3 Occupancy Condition #9, where venting is provided that such venting applies to each housing pod. Also Exceptions 3, 4, and 5 are deleted.

408.13 Windows

Updated reference pointer for security glazing testing standards from American Society for Testing and Materials' ASTM F1233-98 to ASTM F-1915. Deleted reference to California Department of Corrections and Rehabilitation Appendix H glazing standard as well.

408.16 Vehicle sallyports

Added amendment to specify a two-hour fire barrier separation and to clarify that solid roofs in vehicle sallyports shall be fully sprinklered per National Fire Protection Association standard, NFPA 13.

Section 422.7 Domestic cooking

Added amendment to clarify requirements for installation of cooking appliances in fully-sprinklered buildings. Item 6 added with reference pointer to Section 708.

Chapter 5 – General Building Heights and Areas

State Fire Marshal

Table 504.3 Allowable building height in feet above grade plane

Reinstated an existing amendment (erroneously not printed in the 2022 CBC) to the I-2 occupancy classification to correct the building height values to indicate “NP” (not permitted) for construction Types IIIB and VB.

506.2.1 Single-occupancy buildings. Equation 5-2

Corrected and clarified existing amendment related to total allowable area calculations for a single-occupancy building more than two stories above grade plane. Existing amendments associated with Equation 5-2 were unintentionally omitted during the last model code adoption when several model code changes occurred in allowable area formulas.

A maximum of S_a=2 multiplier is allowed for Groups A, E, H, I, L, and R occupancies, high-rise buildings, and other applications listed in Section 1.11 regulated by the Office of the State Fire Marshal. A maximum of S_a=3 multiplier is allowed for all the other buildings. S_a=4 multiplier is not allowed in California.

508.2.4 Separation of occupancies

Modified the existing amendment of Exception Item 4 to remove reference to vehicle sallyports and repealed the exception to separation requirements for I-3 occupancy groups.

508.3.3 Separation

Repealed Exception Item 3, that required separation between Group I-3 occupancies and vehicle sally ports. Additionally, Exception Item 4 is renumbered to Item 3.

Chapter 7 – Fire and Smoke Protection Features

State Fire Marshal

707.5 Continuity

Added amendment regarding termination of fire barriers required for incidental use rooms per CBC Table 509.1 in I-2 occupancies. Added Items 4 and 5 to clarify applicability of fire resistance ratings in I-2 occupancies.

Chapter 7A – Materials and Construction Methods for Exterior Wildfire Exposure

State Fire Marshal

Deleted Chapter 7A from CBC and relocated the requirements to the California Wildland-Urban Interface Code, Part 7, Title 24. Added a “User Note” to point to CBC Section 101.4.8 for administrative requirements and applicability of buildings and structures located in the wildland-urban interface (WUI) or a Fire Hazard Severity Zone.

Chapter 8 – Interior Finishes

State Fire Marshal

Table 803.13 Interior wall and ceiling finish requirements by occupancy
For Group I-2, corrected footnote “n” to indicate footnote “o.”

Chapter 9 – Fire Protection Systems

State Fire Marshal

Section 903.3.1.1.1 Exempt locations
Renumbered items for exempt locations to accommodate deletion of Item #1 in the model code. Deleted amendment Item #6 in the list regarding elevator hoistways, machine rooms, machinery spaces, control spaces and control rooms.

903.4.3 Alarms
Deleted existing amendment regarding visible alarm notification and reference pointer to Section 907.

907.2.12 Special amusement areas
Repealed existing amendments in Sections 907.2.12.1 - 907.2.12.3 as these sections do not exist in 2024 IBC and blended the existing amendment regarding exit access into the new model code language. The same modifications are made to Section 907.2.12 in the California Fire Code (Part 9 of Title 24).

915.4.4 Interconnection
Replaced new model language with existing HCD amendment that SFM co-adopted to align with the same amendment in the California Fire Code.

915.6.1 Enclosed parking garages
New amendment to coordinate with the existing provision in Section 915.6.1 the California Fire Code.

Chapter 10 – Means of Egress

State Fire Marshal

1010.2.3 Hardware height

Replaced reference pointer to the International Swimming Pool and Spa Code with reference to the California Building Code. The International Swimming Pool and Spa Code is not adopted in Title 24.

Table 1020.2 Corridor fire-resistance rating

Modified existing amendments to repeal the line-item amendment for occupancy Group E, and to require one-hour fire resistance rating for corridors with sprinklers in occupancy Group I-4.

1026.6 Two-way communication

Specified that two-way communication systems must be installed in all horizontal exit compartments. An exception for I-2 and I-3 facilities is provided.

Chapter 11A – Housing Accessibility

Department of Housing and Community Development

1101A.1 Scope and 1102A.1 Where required

Removed Chapter 11A from the requirements for newly constructed covered multifamily dwellings which can also be defined as public housing. These occupancies shall continue to be subject to the requirements of Chapter 11B.

Chapter 11B – Accessibility to Public Buildings

Division of the State Architect – Access Compliance

11B-213.2 Toilet rooms and bathing rooms

Repealed Exception #5 to eliminate duplicative language with the exception in Section 11B-603.6.

11B-224 Transient lodging guest rooms, housing at a place of education and social service center establishment

Amended scoping requirements for Section 11B-224 applicable to transient lodging facilities and housing at a place of education. To distinguish the requirements for each, DSA removed “dormitories” as an example of “similar transient lodging facilities” and included “housing at a place of education.”

11B-228.3 Electric vehicle charging stations

11B-228.3.2 Minimum number

Provided clarity in the exceptions by separating the types of drivers and vehicles that are exempted, i.e. general public/individual EV driver or fleet vehicles.

11B-233.3.1.2.6 Public housing facility site impracticality

11B-233.3.1.2.6.5 Additional requirements

Added new introductory language relative to buildings without elevators and where site impracticality test numbers one, two, or three reduce the required number of residential dwelling units with adaptable features and requirements for the remaining dwellings units.

11B-603.6 Guest room toilet and bathing rooms

Clarified this requirement is only applicable to transient lodging facilities, and not to housing at a place of education. The requirements for bathrooms in residential dwelling units with adaptable features in housing at a place of education are required to comply with the Fair Housing Act, which provides greater accessibility to bathrooms in units that are not required to provide mobility features.

11B-705.1.2.5 Blended transitions

Amended to clarify detectable warnings at blended transitions shall be 36 inches in depth (previously width) and extend the entirety of the transition separating the walk or sidewalk from the vehicular way.

11B-806.2.3.1 Personal lift device floor space

Amended technical requirements for personal lift device clear floor space to clarify the requirement is applicable to transient lodging where the underside of the bed may be blocked.

11B-806.2.4.1 Vanity countertop space

Added “bathrooms” to types of facilities in transient lodging and housing at a place of education where this requirement applies.

11B-809.1 General

Clarified references for residential units with mobility features and updated referenced section numbers. Added a reference pointer to residential units with adaptable features.

11B-809.1.1 Door signal devices

Added requirements for signal devices on the primary entry door to a residential dwelling unit with mobility features in buildings with three or more dwelling units for consistency with requirements for public housing units with adaptable features.

11B-809.1.2 Viewing devices

Added requirements for a lower viewing device at the primary entry door to a residential dwelling unit with mobility features, if a viewing device is provided in other units at a standing height.

11B-809.1.3 Washing machines and clothes dryers

Added the requirement that washing machines and clothes dryers in units with mobility features shall be front loading and equivalent type as provided in comparable dwelling units without mobility features.

11B-809.6 Residential dwelling units with adaptable features
Removed the reference to “multifamily” from the residential dwelling units with adaptable features. The term defines the unit and not a multifamily building.

11B-809.8 Doors
Amended for clarity and to remove conflicts with Section 11B-404.2. Moved existing exceptions to Section 11B-809.8.3.1.

11B-809.8.1 Door thresholds
Amended to clarify primary entry doors, required exit doors, and interior doors intended for user passage shall have thresholds of no more than ½” high (to comply with 11B-404.2.5).

11B-809.8.2 Door opening force
Added a pointer for door opening force to Section 11B-404.2.9 with an added exception.

11B-809.8.3 Door maneuvering clearance
Added language that clearances at doors shall extend the full width of the doorway including the required latch side or hinge side clearance.

11B-809.8.3.1 Floor or ground surface
Added language to indicate floors or ground surfaces required maneuvering clearances shall not have slopes exceeding 1:48. Provided clarity for interior doors within residential dwelling units with adaptable features. Moved existing exceptions from Section 11B-809.8 to Section 11B-809.8.3.1.

11B-809.10 Bathrooms and powder rooms
Amended to change all references from “toilet and bathing rooms” to “bathrooms” for residential dwelling units with adaptable features.



11B-809.10.6.1 Size
Amended to clarify the reference is only to shower size requirements. This section previously incorrectly included all requirements for fully accessible showers.

11B-809.10.6.3 Clearance

Amended to increase the clear floor space from a width of 30 inches to 36 inches at showers in residential dwelling units with adaptable features. Added a referenced figure to illustrate the position of the clear floor space relative to the control wall of the shower.

11B-902.2 Overlap

Added a new section clarifying that the clear floor space at dining surfaces shall not overlap the accessible route.

Chapter 12 – Interior Environment

Department of Housing and Community Development

1202.3 Unvented attic and unvented enclosed rafter assemblies

Repealed amendment related to California Climate Zones and vapor retarder requirements since these provisions are addressed by the California Energy Commission.

Office of Statewide Hospital Planning and Development

1224.3 Definitions

Invasive Procedure. Amended to align with the glossary in the “Guidelines for Design and Construction of Hospitals” as published by the Facility Guidelines Institute (FGI). The added clarification provided in the FGI explanatory note assigns a risk percentage rather than stating a recognized risk. The amendments were coordinated with the California Department of Public Health responsible for licensing services in health care facilities.

Table 1224.4.6.1 Station outlets for oxygen, vacuum (suction) and medical air systems

Added a column to the table for instrument air outlet, line items 42, 43 and 44 and footnotes 9, 10 and 11. The new column aligns with national guidelines. Footnote 10 has been re-worded to coordinate with the room functions as provided in the California Building Code.

Table 1224.4.6.5 Location of nurse call devices

Amended table to add “and” between treatment and triage rooms, clarifying that there are three separate rooms.

Table 1224.4.19 Sound transmission limitations in hospitals

Amended footnote #1 in the table to the correct reference standard number ASTM E413 Classification for rating sound insulation.

1224.16.2.1 Space requirements

Revised to indicate space requirements within preoperative patient holding areas. The minimum width requirement of 6 feet access/circulation outside the curtain aligns with Section 1224.16.3 Post-Anesthesia Care Unit (PACU).

1224.19.2.3.7 Hazardous Drug (HD) storage

Added new section to define a Hazardous Drug (HD) Storage room to align with United States Pharmacopeia USP-GC <800> Hazardous Drugs-Handling in Healthcare Settings. The storage arrangement is currently required under Title 16 Section 1751.

1224.19.3.2.3.3 Handwashing station (Anteroom)

1224.19.3.2.4.2 Handwashing station (Segregated Compounding Area, SCA)

Amended to align with the United States Pharmacopeia USP-NF <797> to allow sinks to be located either inside or outside the respective areas (or in close proximity to the SCA). “Adjacent” is an OSHPD-defined term that means “located next to but not necessarily connected to the identified area or room.”

1224.19.3.3.2.8 Pass-throughs

Amended to align with the United States Pharmacopeia General Chapter, USP-GC <800> Hazardous Drugs-Handling in Healthcare Settings allowing a pass-through from the buffer room to unclassified areas but not the refrigerator.

1224.19.3.3.2.8 Pot washing facilities

Amended to clarify three compartment sinks are required in pot washing facilities to align with Health and Safety Code Section 114099.

1224.29.29.1.15 Support (Intensive Care Units)

1224.29.2.9 Lactation (Newborn Intensive Care Unit, (NICU)

Replace the term “immediately adjacent” with “immediately accessible,” in alignment with terminology used in Facilities Guidelines Institute (FGI).

1224.31.1 Psychiatric unit space

Amended to clarify that a psychiatric nursing unit in the general acute care hospital [OSHPD 1] is not a distinct part, but is a separate nursing unit. Aligns with Title 22 relative to elder care facilities.

1224.31.1.1 General

Separated general statements about psychiatric nursing units in a medical facility [OSHPD 1] from the non-medical psychiatric hospital or units [OSHPD 5].

1224.31.1.9 Activity spaces

Specified that activity spaces provided in a psychiatric nursing unit shall comply with Section 1228.13.1’s requirements for patient safety in outdoor activity areas. Added Section 1224.31.1.9.1 to delineate the indoor activity rooms for a psychiatric nursing unit, and Section 1224.31.1.9.2 to clarify that outdoor activity areas are dedicated for the psychiatric unit. Related to CBC Section 1228.2.

1224.33.2.7.1 Behavioral health observation area

Clarified furniture options for a behavioral health observation area and provided an additional option for recliners; clarified a minimum of three feet on one side of recliners/beds/gurneys.

1224.33.4.2 Fast-track area

Clarified fast-track area requirements in an emergency department to be consistent with triage area requirements, as well as other design and lighting requirements. Aligned with the fast-track section in the FGI hospital guidelines.

1224.35.1 Rehabilitation center space

Clarified that access for outpatient rehabilitation services are required when a rehabilitation center is provided and aligned with existing Title 22 (Social Security) requirements in nuclear medicine facilities. Also clarified that physical therapy service, occupational service, and speech pathology service are required services for a rehabilitation center, and the space for these individual services shall be designed to meet the requirements of Sections 1224.35.2, 1224.35.3 and 1224.35.4, respectively.

1224.42 Chemical Dependency Recovery Hospital

Added new section allowing that chemical dependency recovery services can be provided as supplemental services located as a separate unit within a distinct part in general acute care hospitals and acute psychiatric hospitals, pursuant to Health and Safety Code Section 1250.3. Reference pointer to Section 1229 added for regulatory compliance. Related Sections: 1.10.6, 1224.3, 1228, 1229.

1225.5.1.2.6 Patient storage

Amended to align with other sections in Chapter 12 regarding specific provisions in nursing units for patient storage of personal belongings. Related sections: 1228.14.1.8 and 1229.14.1.9.

1225.6.6 Special treatment program service

Added language to clarify that skilled nursing facilities shall have a minimum of 30 beds for special treatment program service. Aligned with existing Title 22 requirements for skilled nursing facilities.

1226.4.13.2.1 Medication preparation room or area

Clarified the location option for medication (previously “medicine”) preparation room or area.

1226.4.14.2 Specimen and/or blood collection facilities

Corrected the reference pointer from Section 1224.4.4.2 to Section 1224.4.4.3.

1226.8 Surgical clinics

Added a section header to provide consistent formatting throughout Section 1226.

1226.8.1.3 Procedure room(s)

Added subsection to provide a pointer to the procedure room requirements in Section 1224.4.4.1.4.

1228.2 Application

Clarified that an acute psychiatric hospital with non-medical units shall comply with Section 1228 that refers to Section 1224.31 for acute psychiatric hospitals or units that provide acute medical care.

1228.14.1.8 Patient storage

Amended to align with other sections in Chapter 12 regarding patient storage of personal belongings in psychiatric nursing units. Section 1228 is unique in that the storage must be designed with no ligature hazards. Related sections: 1225.5.1.2.6 and 1229.14.1.9,

1228.30 Pediatric and Adolescent Psychiatric Service Space.

Clarified that pediatric and adolescent mental health service space patient areas are separate from each other and from adult mental health services space patient areas. Further clarified that common areas may be shared and used by pediatric and adolescent patients at different times. Aligns with Title 22 and the FGI.

1228.44 Chemical Dependency Recovery Hospital.

Added new section to distinguish that chemical dependency recovery services be provided as supplemental services located within a distinct part in acute psychiatric hospitals, pursuant to Health and Safety Code Section 1250.3. Added reference pointer to Section 1229. Related Sections: 1.10.6, 1224, 1224.3, 1229.

1229.14.1.9 Patient storage

Aligned with other sections in Chapter 12 regarding patient storage of personal belongings in chemical dependency recovery residential areas. Related sections: 1225.5.1.2.6 and 1228.14.1.8.

1229.31 Other chemical dependency service space

Amended to reference sections that may be used for other services in a chemical dependency hospital. Additionally, changed the reference to the Department of Health Services to the California Department of Public Health.

Chapter 14 – Exterior Walls

Division of the State Architect and
Office of Statewide Hospital Planning and Development

1413.2.1 Bond strength and tests

Revised to align with The Masonry Society's TMS 402 Section 13.3.2.1 and require all mortar and veneer types to be tested. Corrected test frequency for bond shear strength to wall area of adhered veneer instead of square footage area of the building.

Chapter 15 – Roof Assemblies and Rooftop Structures

Building Standards Commission and
Division of the State Architect and
Department Housing and Community Development and
Office of Statewide Hospital Planning and Development

1511.9.6 Accessibility and egress.
Clarified that the new ICC reference to Chapter 11 is to reference Chapter 11A and Chapter 11B, as applicable.

Chapter 16 – Structural Design

Office of Statewide Hospital Planning and Development

1601.1.5 Additional amendments [OSHPD 1R, 2 & 5]
Updated pointer references to applicable sections for additional requirements in Chapter 16A.

Table 1604.5 Risk category of buildings and other structures
Amended the table to indicate I-2 occupancies for risk category IV for ***OSHPD 2 & 5*** is not adopted by OSHPD. I-2 occupancies are addressed in Table 1604.5A.

Table 1613.2.3(1) and Table 1613.2.3(2) Values of site coefficients F_a and F_v
Deleted both model code tables and associated footnotes. Changes to ASCE 7 standards have rendered OSHPD amendments obsolete for site-specific ground motions and calculation of acceleration parameters.

Division of the State Architect

1617 Additional requirements for community colleges [DSA-SS/CC]
1617.2.1.4 Analysis
Repealed amendment requiring analysis to explicitly include consideration of stiffness of diaphragms.

1617.2.4 Photovoltaic (PV) panel systems
Amended to require elevated PV structures to be assigned the same risk category that relates to the use underneath.



1617.3.1 Stability
Repealed amendment regarding strength design for foundation geotechnical capacity using a resistance factor of 1.0 since this is adequately covered by requiring factor of safety for soil bearing values to be no less than the overstrength factor of the structures supported.

1617.3.3 Modifications to load combinations in ICC 300
Repealed amendment for modification to ICC 300, Section 303.5.2 since it is now addressed in ICC 300-23. The modification to ICC 300, Section 303.5.3 has been relocated to Section 1605A.3.1, and the reference to equation numbers has been updated to match the 2023 edition for ICC 300.

1617.8.1 Lateral pressures
Revised section for lateral pressures to make it consistent with Sections 1807A.1.1 and 1807A.2.2. Added a note to clarify that lateral soil pressure for design of foundation and retaining walls shall be based on the geotechnical report.

1617.11.4 (formerly ASCE 7, Section 12.2.3, 12.2.3.1, and 12.2.3.2)
Repeal amendments for two-stage analysis procedure which are adequately addressed in ASCE 7-22.

1617.12.6 (formerly 1617.11.9) ASCE 7, Section 12.3.3.1
Repealed all language related to the extreme torsional irregularities. Revised to align with ASCE 7-22. Retain amendment for prohibition of vertical irregularities Type 1b, 4a and 4b for SDC D.

1617.12.8 ASCE 7, Section 12.10.2.1
Added an amendment to clarify that the exemption from load combinations with overstrength factor only applies to light-frame construction braced entirely by wood light-frame construction, including diaphragms and shear walls.

1617.12.10 ASCE 7, Section 12.13.5.2
Added to modify the resistance factor for the in-situ prototype ASCE 7 testing program to align with American Association of State Highway and Transportation Officials, Bridge Design Standard (AASHTO 2020). Revised the resistance factor to align with reduced test requirements in Chapters 18 & 18A.

1617.12.12 (formerly 1617.11.15) ASCE 7, Section 13.1.4
Added requirements for Item 8 regarding distribution systems to align with OSHPD and re-organization of ASCE 7. Revised Exemptions 1-3 to clarify which items may be excluded from design and detailing. New amendment language for Item 7 regarding cabinets that could fall and block a required means of egress.

1617.12.16 (formerly 1617.11.19) ASCE 7, Section 13.6.7.3
Deleted reference to Rp value (used in ASCE 7-16) because ASCE 7-22 does not use it and separation of pipe and support seismic coefficient in ASCE 7-22 Table 13.6-1 makes it unnecessary. Clarified language regarding pipe supports.

Chapter 16A – Structural Design

Division of the State Architect and
Office of Statewide Hospital Planning and Development

Updates, clarifications and revisions to ASCE 7 standards; Horizontal and Vertical Irregularities for Seismic Design Categories; Provisions for piping and tubing systems.

1604A.4 Analysis

Repealed amendment requiring analysis to explicitly include consideration of stiffness of diaphragms.

1605A.3 Modifications to load combinations in ICC 300

Repealed amendment for modification to ICC 300, Section 303.5.2 since it is now addressed in ICC 300-23. The modification to ICC 300, Section 303.5.3 has been relocated to Section 1605A.3.1, and the reference to equation numbers has been updated to match the 2023 edition for ICC 300.

1610A.1 Lateral pressures

Revised section for lateral pressures to make it consistent with Sections 1807A.1.1 and 1807A.2.2. Added a note to clarify that lateral soil pressure for design of foundation and retaining walls shall be based on the geotechnical report.

1617A.1.3 Reserved (formerly ASCE 7 Section 11.4)

Repealed and reserved. Repeal amendment for seismic ground motion values based on ASCE 7-16 Supplement 3, which are adequately addressed in ASCE 7-22.

1617A.1.5 Reserved (formerly ASCE 7 Section 12.2.3, 12.2.3.1, and 12.2.3.2)

Repealed and reserved. Repeal amendments for two-stage analysis procedure which are adequately addressed in ASCE 7-22.

1617A.1.10 ASCE 7 Section 12.3.3.1

Repealed all language related to the extreme torsional irregularities. Revised to align with ASCE 7-22. Retain amendment for prohibition of vertical irregularities Type 1b, 4a and 4b for SDC D and higher.

1617A.1.12 ASCE 7 Section 12.10.2.1 (formerly Reserved)

Added an amendment to clarify that the exemption from load combinations with overstrength factor only applies to light-frame construction braced entirely by wood light-frame construction, including diaphragms and shear walls.

1617A.1.13 ASCE 7, Section 12.13.5.2. (formerly Reserved)

Added to modify the resistance factor for the in-situ prototype ASCE 7 testing program to align with American Association of State Highway and Transportation Officials, Bridge Design Standard (AASHTO 2020). Revised the resistance factor to align with reduced test requirements in Chapters 18 & 18A.

1617A.1.19 ASCE 7 Section 13.4
Added prohibition of the removal and resetting of post-installed mechanical anchors (American Concrete Institute (ACI) 318 Section 17.1.3). Repealed a separate prohibition for screw anchors. Added a note to indicate that the removal and resetting of post-installed mechanical anchors is prohibited by ACI 318.

1617A.1.26 ASCE 7 Section 13.6.7.3.
Deleted reference to Rp value (used in ASCE 7-16) because ASCE 7-22 does not use it and separation of pipe and support seismic coefficient in ASCE 7-22 Table 13.6-1 makes it unnecessary. Clarified language regarding pipe supports.

Office of Statewide Hospital Planning and Development

1607A.14.3.5 Ballasted photovoltaic panel system [OSHPD 1 & 4]
Clarified that ballasted photovoltaic panel systems are considered as an alternative system.

1617A.1.1 ASCE 7 Section 1.3
Added additonal peer review requirements for wind tunnel test based recommendations.

1617A.1.3 Reserved (formerly ASCE 7 Section 11.4)
Repealed and reserved. Repealed use of 2020 NEHRP provisions for multi period spectra as these are now incorporated in ASCE 7-22.

1617A.1.14 Reserved (formerly ASCE 7 Section 12.12.3 [OSHPD 1 & 4])
Repealed and reserved.

1617A.1.4 ASCE 7 Table 12.2-1
Changed some item numbers and names for the seismic force-resisting systems to align with ASCE 7-22. Permitted steel intermediate and ordinary moment frames for lightly loaded canopies and walkways. Repealed reference to ASCE content in amendment to existing Section 1617A.1.4.

1617A.1.21 ASCE 7 Section 13.5.6.2
Revised to add Item 6, a prescriptive provision with reduced hanger spacing for aluminum ceiling grid, with a banner for OSHPD 1 & 4. Continued permitting tested aluminum that complies with ASTM E580.

1617A.1.23 ASCE 7, Section 13.6.2.1
Added banner for OSHPD 1 & 4. Corrected section reference pointer to indicate section 1705A.14.3 of this code. Deleted amendments to ASCE 7 Tables 13.5-1 and 13.6-1 due to their revision by the model code developer.

1617A.1.38 ASCE 7 Section 20.3 [OSHPD 1 & 4]
Added section regarding limitation of shear wave velocity for new large buildings. Amendment only applies to new buildings larger than 4,000 square feet ground floor area, and will not impact existing building projects.

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1604A.5.2 Photovoltaic (PV) panel systems

Amended to require elevated PV structures to be assigned the same risk category that relates to the use underneath.

1605A.1.1 Stability

Repealed amendment regarding strength design for foundation geotechnical capacity using a resistance factor of 1.0 since this is adequately covered by requiring factor of safety for soil bearing values to be no less than the overstrength factor of the structures supported.

1617A.1.18 ASCE 7, Section 13.1.4

Added requirements for Item 10 regarding distribution systems to align with OSHPD and re-organization of ASCE 7. Revised Exemptions 1-3 to clarify which items may be excluded from design and detailing. New amendment language for Item 9 regarding cabinets that could fall and block a required means of egress.

Chapter 17 – Special Inspections and Tests

Office of Statewide Hospital Planning and Development

1705 Required special inspections and tests

Updated and aligned with model code revisions.

1705.2.1 Structural steel

Adopted model code provisions and aligned with current practice. Model code provisions changed significantly and updates to the American Institute of Steel Construction (AISC) 360 standard created an unintended gap in special inspection requirements. AISC 360 Section N5 Item # 3 and Section N6 are not adopted for consistency with Sections 1704.2 and 1704.2.5.1, respectively (no material change intended). Added a note to explain the difference in terminology used by AISC and the CBC.

1705.2.2 Structural stainless steel

Revised to clarify that quality assurance inspection requirements are also applicable. Added clarifications for OSHPD 1R, 2 and 5 regarding coordinated inspections in AISC 370 Section N5 and N6, which permit transfer of some quality assurance inspections to quality control inspectors.

1705.2.3 Cold-formed steel deck

Added OSHPD 1R, 2 and 5 banners. Amended to require approved agencies and special inspectors to perform special inspections on floor and roof decks. Added clarification that coordinated inspection is not permitted for OSHPD 1R, 2 and 5.

1705.4 Masonry construction

Amended to require that batch plant inspection of grout materials shall be in accordance with Section 1705.3.3.

1710 Off-site construction [OSHPD 1R, 2 & 5]

Added requirements for off-site construction, including modular and panelized systems. For facilities utilizing International Code Council (ICC) Standard 1200, provides minimum requirements in multiple facets of the off-site construction process including: planning, designing, fabricating, transporting, and assembling building elements.



Chapter 17A – Special Inspections and Tests

Division of the State Architect and
Office of Statewide Hospital Planning and Development

1704A.5 Submittals to the building official

Repealed and reserved Item #2 for consistency with deletion of model code section 1704.2.5.1. Added Item #4 to clarify reference to CBC rather than ACI 318.

1705A.2.1 Structural steel

Adopted model code provisions and aligned with current practice. Added DSA and OSHPD banners to identify specific provisions that apply to each agency.

Removed reference to:

- AISC 341 and 358 for quality control (QC) and quality assurance (QA) requirements since those are for seismic, not gravity, load resisting systems. Sections 1705*A*.13.1.1, 1705*A*.13.1.2, 1705*A*.14.1.1, and 1705*A*.14.1.2 reference AISC 341 for relevant QC and QA requirements for seismic load resisting systems.
- Prohibition of AISC 360, Chapter N, N4 Item 2 (Quality Inspector Qualifications) since Section 1705A.2.7 governs through added language of “and this code” at end of initial statement in Section 1705A.2.1.

1705A.2.2 Structural stainless steel

New model code section amended to conceptually match amendments for Section 1705A.2.1.

1705A.2.3 Cold-formed steel deck

Modifications to achieve consistency with similar existing and new amendments in Section 1705A.2.1. Added and updated pointers to referenced standards (such as AISC 341, 358, or 370 and AISI S100 or S240) and CBC sections (such as 2201A.2, 1705A.8).

1705A.2.7 Special Inspection and tests of structural welding

Added reference pointers. Recognized AWS B5.1 as an alternative acceptable standard for AWS CWI minimum requirements to AWS QC1. Replaced ‘inspection’ with ‘special inspection’ throughout this section to clarify requirements apply to QA, rather than QC inspections.

Table 1705A.3 Required special inspections and tests of concrete construction

Coordinated various editorial amendments to correct numbering inconsistences and to update and clarify certain amendments due to reformatting of the model code table. Amendments include, but are not limited to:

- Added ACI 318 reference pointers.
- Items 1, 4.a, 4.b, 5, 6, 7, and 14 – Renumbered reference pointers based on renumbering or relocation of previous amendments.
- Item 2.b – Adopted revised model language and amended the required inspection type to include intermediate moment frames. Added language and DSA banner to address specific cases of welding of reinforcing used in collectors and chords.
- Item 2.d – Deleted amendment regarding reinforcing steel resisting flexural and axial forces in intermediate and special moment frames, and boundary elements and coupling beams of special structural walls of concrete due to Item 2.b model code and amendments incorporating these requirements. Adopted model code inspection type.
- Items 3, 4.a and 4.b – Deleted amendments that were pointers to referenced standards because the model code now includes the pointers.
- Item 5 and 6 – Relocated reference ACI 318-19 26.13.3.2 in Item 5 to Item 6. For Item 5, repealed amendment requiring continuous special inspection to align with model code requiring periodic. However, no net regulatory change occurs because the California Administrative Code requires continuous inspection of concrete placement of the specified design mix.

1705A.4 Masonry construction

Added batch plant special inspection requirements for grout with reference to 1705A.3.3.

1705A.4.1.1 TMS 602 Section 1.6 Quality Assurance

Added amendment modifying TMS 602 Table 4 footnote “d” to require periodic inspections for all veneer, regardless of height, to maintain the quality of installation applicable to projects.

1705A.5.1 High-load diaphragms

Added reference to 2307.1 since special inspection is required for high-load diaphragms regardless of design method utilized being ASD or LRFD.

1705A.13 Special inspections for seismic resistance

1705A.13.1 Structural steel

1705A.13.1.1 Seismic force-resisting systems

1705A.13.1.2 Structural steel elements

1705A.14.1.1 Seismic force-resisting systems

1705A.14.1.2 Structural steel elements

Amended sections 1705A.13.1.1, 1705A.13.1.2, 1705A.14.1.1 and 1705.14.1.2 to clarify that requirements of the CBC are also applicable, in addition to those in the AISC 341. Deleted reference to gravity Section 1705A.2.1 in sections 1705A.13.1.1 and 1705A.13.1.2 since the seismic requirements in the AISC 341 builds on the gravity requirements in AISC 360.

1705*A*.14.2 Nonstructural components

Removed a pointer to Section 1704A.5, since the associated certification requirement is deleted in Section 1704A.5 Item #2. Revised existing amendment to include nationally recognized standards such as ANSI/ASHRAE 171 referenced in ASCE 7 Section C13.6.4.1.

Division of the State Architect

1701A.4 Special inspections and tests

Added reference to Chapters 14, 15 and 24 to the list of chapters with special inspection and test requirements to account for those in the noted chapters. Removed the specific reference pointer to the California Administrative Code (CAC) since many different sections specify special inspection, test, and observation requirements and a comprehensive listing is not needed.

1704A.3 Statement of special inspections

Added language to not permit the exception that allows non-licensed individuals to prepare a statement of special inspections. The California Education Code Section 17302 requires designs of school projects by design professionals.

1704A.4 Contractor responsibility

DSA's construction oversight and quality assurance programs render requirements for the contractor to submit a statement of responsibility unnecessary for most projects. Therefore, only when such a requirement is specified on the approved construction documents does it apply.

1705A.2.1 Structural steel

Clarified prohibition of quality assurance aspects (rather than all aspects, such as quality control) for AISC 360, Chapter N, N5 Item 2 (Quality Assurance), N5 Item 4 (Inspection of Welding), and N7 (Nonconforming Material and Workmanship).

Added a note clarifying that additions to other reference standards in Table 1705*A*.2.1 apply when those provisions are applicable.

Clarified intent of replacing language in AISC 360, Section N5.5(b) and through formatting for consistency with modification of model reference standards used in other amendments.

DSA considered deleting non-adoption of some AISC 360 Chapter N references as well as the reference to Table 1705A.2.1. However, based on early feedback from various welding special inspectors and material testing laboratory managers, confusion regarding expectations caused by the terms “observe,” “perform,” and “document” not correlating with periodic or continuous inspection, DSA decided to maintain those.

Table 1705A.2.1 Required special inspections and tests of steel construction

Added and updated pointers to referenced standards (such as AISC 341, 358, or 370 and AISI S100 or S240) and CBC sections (such as 2201A.2, 1705A.8). Other specific items resulting in regulatory changes:

Item 3. – Removing the word "deck" such that material identification applies to all structural cold-formed steel, not just decks.

Item 5.a. – Removing the word "deck" such that welding inspection requirements apply to all structural cold-formed steel, not just decks.

DSA considered deleting Table 1705A.2.1. However, based on early feedback from various welding special inspectors and material testing laboratory managers, confusion regarding expectations due to the terms “observe,” “perform,” and “document” not correlating with periodic or continuous inspection, DSA decided to maintain the table.

1705A.2.3 Cold-formed steel deck

Modifications prohibit certain reference standard provisions while explicitly referencing Table 1705A.2.1 to achieve consistency with similar existing and new amendments in Section 1705A.2.1.

1705A.2.7 Special Inspection and tests of structural welding

Relocated mid-section paragraph to bottom of section.

1705A.2.9 Special inspection and tests of cold-formed steel light-frame construction

Added a new section to ensure quality assurance is provided in accordance with AISI S240 during construction, similar to that provided in the AISC reference standard in Section 1705A.2.1 for structural steel.

1705A.3.3 Batch plant inspection

Added the DSA banner and minimum qualifications for batch plant inspectors to address transit-mixed concrete, shotcrete, grout and other cementitious mixtures required to be inspected in accordance with the California Administrative Code.

1705A.3.3.2 Batch plant inspection not required

Added Item #5 to clarify that isolated exterior foundations supporting equipment are not exempt where deep foundations are used.

Table 1705A.5.3, Item 3.5

Added pointer reference for special inspection requirements to ensure those occur in the proper sequence (i.e., inspection after cover installed, but before other coverings installed).

1705A.6 Soils

Added a new section with additional exceptions to reduce unnecessary soils special inspections and tests for deep and shallow foundations based on conditions and design considerations listed in Section 1806A.2 and Table 1806A.2.

1705A.12.2 Cold-formed steel light-frame construction and **1705A.13.3 Cold-formed steel light-frame construction**

Added reference pointer to new Section 1705A.2.9 to ensure those requirements apply for windforce- and seismic force-resisting systems in cold-formed steel light-frame construction.

1705A.13 Special inspections for seismic resistance
1705A.13.1 Structural steel
1705A.13.1.1 Seismic force-resisting systems
1705A.13.1.2 Structural steel elements
1705A.14.1.1 Seismic force-resisting systems
1705A.14.1.2 Structural steel elements

Amendments explicitly identify prohibited quality assurance aspects of certain sections in AISC 341 to align with similar prohibitions in Section 1705A.2.1. Added a pointer to applicable portions of Table 1705A.2.1. Amendments align with modifications and requirements in Section 1705A.2.1 (i.e., removal of reference to AISC 341/358) while ensuring the same Quality Assurance provisions apply.

Office of Statewide Health Planning and Development

Table 1705A.2.1 Required special inspections and tests of steel construction

Repealed Table 1705A.2.1 since OSHPD has a new Policy Intent Notice, PIN 77 that guides the user through the appropriate sections in model code.

1705A.14.3 Special seismic certification
1705A.14.3.1 [OSHPD 1 & 4]

Amended Exception 1 to clarify that the requirement for equipment and components weighing not more than 75 lbs. (previously 50 lbs.) are to be rigidly attached to structures. Added editorial clarification to Exception 7.

1710A Off-site construction [OSHPD 1, & 4]

Added requirements for off-site construction, including modular and panelized systems. For facilities utilizing International Code Council (ICC) Standard 1200,

provides minimum requirements in multiple facets of the off-site construction process including: planning, designing, fabricating, transporting, and assembling building elements.

Chapter 18 – Soils and Foundations

Office of Statewide Hospital Planning and Development

1803.2 [Geotechnical] Investigations required

Added OSHPD 1R and 5 banners to exceptions regarding geotechnical reports not being required for one-story, wood-frame and light-steel-frame buildings of Type V construction and 4,000 square feet (371 m2) or less in floor area, under certain seismic conditions

1807.2 Retaining walls

Deleted OSHPD banner and amendment regarding retaining walls.

1807.2.5 Freestanding cantilever walls

Deleted OSHPD banner and amendment regarding freestanding cantilever walls. ASCE 7 Section 15.6.8 requires ground supported walls and ASCE Section 15.6.1 requires earth-retaining structures to be designed as non-building structures.

1810.3.9.4.2.1 [Deep foundations] Site Classes A through DE

Repealed amendment to align with the model code provisions regarding performance of spirally reinforced piles being equivalent for concrete and grout.

Chapter 18A – Soils and Foundations

Division of the State Architect and
Office of Statewide Health Planning and Development

1803A.6 Geohazard reports

Divided Exception #1 into Exceptions #1 and #2 for clarification of geohazard reports not being required for specific scopes of work in existing buildings and repairs for damage not caused by an earthquake. Added OSHPD 1 and 4 banners to this exception regarding incidental structural additions or alterations.

Repealed requirement to use Next Generation Attenuation West 2 relations in the development of site-specific ground motion hazards.

1812A.5 Earth Retaining Shoring Construction

Revised Item #8 for soldier pile construction to use of defined terms consistently and with clarity. Use of the term “lean concrete” has been confused with the term “plain concrete” that is prohibited by DSA and OSHPD. Terminology is aligned with the model code definition of “controlled low-strength material” or CLSM.

Division of the State Architect

1810A.3.11.2 Seismic design categories D through F

Added DSA banner and amendment to not permit the application of model code Item #1.3 to eliminate a potential conflict with foundation design loads required by an existing amendment in Section 1617A.1.15.

Office of Statewide Health Planning and Development

1807A.2 Retaining walls

Deleted amendment regarding freestanding cantilever walls which is covered in model code.

1807A.2.5 Freestanding cantilever walls

Deleted amendment and OSHPD exception regarding freestanding cantilever walls.

Chapter 19 – Concrete

Office of Statewide Health Planning and Development

1901.3.4 Proof tests for post-installed anchors in concrete

Reorganized for ease of use. Reduced proof test requirements for anchors used for distribution systems and repetitively used architectural components and made consistent with ASCE 41-23. Specified the ASTM standard for tension test procedures.

1903.2 Special inspections

Deleted amendment since this section is deleted in model code. Requirements for special inspections and tests are addressed in Section 1901.6.

1903.3 (formerly 1903.4) Flat wall insulating concrete form (ICF) systems

Relocated amendment to align with model code reorganization.

1903.5 Aggregates

Repealed existing amendment related to alkali reactivity of aggregate as those amendments are incorporated in the body of ASTM C33.

1903.6 Limits on cementitious materials

Repealed existing amendment since revision to ACI 318 and concrete strength requirements at stated ages or stages of construction in model code Section 1901.5 Item # 1 addressed the subject.

1905.5 Detailed plain concrete structural walls

Relocated existing amendments to align with mode code reorganization. Deleted reference to seismic design categories D, E & F.

1906 Detailed plain concrete structural walls

Added an amendment to clarify that only plain concrete footings are prohibited by OSHPD in this section.

1908 Shotcrete
The model code has repealed all shotcrete requirements in favor of those contained in the new version of the adopted material standard ACI 318-19. Added reference to ACI SPEC-560.2 to 1908.1 for clarity.

1910.3.4 ACI 318, Section 26.11.1.2. Item (e)
(formerly 1908.3 Forms and ground wires for shotcrete)
Relocated existing amendment to 1910.3.4 to coordinate with revised model codes.

Division of the State Architect

1909.2.1 Aggregates
Repealed existing amendment regarding alkali reactivity of aggregates.

1909.2.6 Proof tests for post-installed anchors in concrete
Revised DSA-SS/CC to match revisions made to DSA-SS requirements in Section 1910A.5.

Chapter 19A – Concrete

Division of the State Architect and
Office of Statewide Hospital Planning and Development

1903A.5
Repealed existing amendment regarding alkali reactivity of aggregates.

1905A Seismic requirements
As a result of changes to the model code, continuing amendments modifying American Concrete Institute (ACI) 318 formerly in this section have been relocated to Section 1909A.

1908A Shotcrete
Edited and reorganized to align with model code. No regulatory effect.

1909A Modifications to ACI 318 (formerly Reserved)
Moved existing amendments from 1905A to this section.

1910A.5 Proof tests for post-installed anchors in concrete
Reorganized to simplify and clarify test frequency requirements. Updated proof test requirements for anchors used for distributed systems or repetitively used architectural components. Specified ASTM E3121 for tension test procedures without the requirement for displacement measurements unless explicitly required. Reorganized testing frequency requirements to differentiate by structural and nonstructural applications.

1911A.2 Existing concrete structures Crack repair by epoxy injection
Revised specification to the American Concrete Institute (ACI) 548.15 from ACI 503.7.

Office of Statewide Health Planning and Development

1903A.6 Limits on cementitious materials
Repealed existing amendment since revision to ACI 318 and concrete strength requirements at stated ages or stages of construction in model code Section 1901.5 Item # 1 addressed the subject.

1910A.5 Proof tests for post-installed anchors in concrete
Revised testing requirements for screw type anchors to make proof testing easier to implement.

Chapter 21 – Masonry

Office of Statewide Hospital Planning and Development

2101.2.2 [Design methods] Prohibition [OSHPD 1R, 2 & 5]
Added an amendment for structural systems with the prohibition for Items #9 and #10. Added #11 to clarify that limit design method is not permitted since it does not satisfy the ductility requirements of The Masonry Society (TMS) standard, TMS 402 Section 9.3.5.6, which is part of the basis for establishing seismic co-efficient for special reinforced masonry shear walls. Added #12 to clarify that Glass Fiber Reinforced Polymer (GFRP) reinforced masonry is not permitted since the associated seismic design requirements are not addressed in ASCE 7.

2103.6 [Masonry construction materials] Specified compressive strength of masonry and grout [OSHPD 1R, 2 & 5] and referenced TMS 402 Table 4.3.1 – Specified Compressive Strength Requirements
Added an amendment with a table. Existing strength limit in Sections 2105.2, 2107.7 and 2108.4 is consolidated into one section and the format is aligned with TMS 402 Table 4.3.1. Increased minimum specified design strength of concrete masonry from 1,500 psi to 2,000 psi for consistency with TMS 402 and ASTM C90.

2104.2 Reinforced grouted masonry [OSHPD 1R, 2 & 5]
Repealed amendment related to group pour heights to permit Self-Consolidating Grout (SCG) for construction of masonry since it is cheaper, requires less time for construction and provides better quality.

2107.4 Reserved (formerly TMS 402 Section 8.3.7 Maximum bar size)
Repealed limitation on maximum bar size as the clearance requirements in TMS are adequate to prevent larger bar diameters and made this amendment unnecessary.

2107.6 Repealed (formerly TMS 402 Section 8.3.4.4 Walls)
Repealed pointer for maximum tensile reinforcement ratio in walls as this requirement applies to both strength design and allowable stress.

2107.6 Masonry Compressive Strength
Deleted existing amendments since new model code language addresses the minimum specified design strength of concrete masonry. Masonry compressive strength requirements are moved to CBC Section 2103.6.

2108.4 TMS 402 Section 9.1.9.1.1.
Deleted existing amendments since new model code language addresses the minimum specified design strength of concrete masonry. Masonry compressive strength requirements are moved to CBC Section 2103.6.

California Energy Commission

2109.2.4.8.2 Vapor permeance
Added an amendment referring to Table 1202.3.1 to distinguish between climate zones identified in ICC model codes and climate zones that are identified in the California Energy Code.

Division of the State Architect

2115 Additional requirements for community colleges [DSA-SS/CC]
Reorganized section 2115 to align with Chapter 21A sections.

2115.1.1 Prohibitions
Edited structural amendments regarding prohibition of certain TMS 402/602 materials and methods.

2115.2.3 Specified compressive strength of masonry and grout
Reformatted existing amendment to align with the current TMS 402 formatting.

2115.4.1 Mortar and grout tests. TMS 602, Article 1.4B Compressive Strength Determination
Added amendment to eliminate testing of preblended mortars with specified documentation.

2115.5.2 TMS 402, Section 7.3.2.5 (i)
Amended TMS triggers requiring horizontal reinforcement terminating in hooks.

Chapter 21A – Masonry

Division of the State Architect and Office of Statewide Hospital Planning and Development

2101A.1.3 Prohibition
Edited structural amendments regarding prohibition of certain TMS 402/602 materials and methods.

2103A.6 [Masonry Construction Materials] Specified Compressive Strength of Masonry and Grout

Consolidated the existing strength limits in Sections 2105A.2, 2107A.6 and 2108A.4 into one section and aligned the format with added TMS 402, Table 4.3.1.

2104A.1.3.7 Reserved

Repealed existing amendment. Reference standard now incorporates specified language.

2105A.2 Compressive strength, f'_m

Repealed amendment language related to strength of masonry that is now included in and addressed by CBC 2103A.6.

2105A.3 Mortar and grout tests. TMS 602, Article 1.4 B Compressive Strength Determination

Updated ASTM reference for preblended mortar. Clarified testing requirements for pre-packaged mortars may be eliminated with specified documentation.

2105A.4 Masonry core testing

Revised language to further clarify requirements for coring operations and reporting requirements of testing laboratories. Adds requirements from the design professional and the enforcement agency where additional coring will be performed.

2106A.1 Seismic design requirements for masonry

2106A.1.3 TMS 402, Section 7.3.2.5 (i)

Added a new section that amends the TMS trigger requirements for horizontal reinforcement terminating in hooks to provide a more ductile design.

2107A.6 Masonry Compressive Strength

2108A.4 TMS 402 Section 9.1.9.1.1

Consolidated previous existing amendments into new code section 2103A.6.

Office of Statewide Hospital Planning and Development

2103A.6 [Masonry Construction Materials] Specified Compressive Strength of Masonry and Grout TMS Table 4.3.1 Specified Compressive Strength Requirements

Increased minimum specified design strength of concrete masonry from 1,500 psi to 2,000 psi for consistency with TMS 402 and ASTM C90.

2107A.5 Allowable stress design TMS 402, Section 8.3.4.4

Repealed pointer for maximum tensile reinforcement ratio in walls as this requirement applies to both strength design and allowable stress.

Division of the State Architect

2104A.1.3.5 TMS 602, Article 3.5 C Grout pour height

Amended language related to grout pours and grout lifts. Added amended Table 7 from TMS specifying requirements for grout space and grout pour height limits. Added footnotes 4 and 5 to Table 7. Deleted requirement for grout admixture.

Chapter 22 – Steel

Office of Statewide Hospital Planning and Development

2201.5.1 Shear transfer at column base plate [OSHPD 1R, 2 & 5]

Added a pointer to new shear lugs design provisions in ACI 318 Section 17.11 regarding anchor rods.

2202.2.2 Structural steel elements

Amended and added OSHPD banner to Item 2 to clarify that structural steel elements in seismic force resisting systems that are consistent with Seismic Design Category D, E or F in Section 2202.2.1.2 shall satisfy the requirements in AISC 341.

2202.4 [formerly 2205.4] [OSHPD 1R, 2 & 5]

2202.4.1 Modifications to AISC 358 Chapter 10

Modified the allowance to use steel and concrete ConXtech ConXL composite special moment frame. Repealed former Section 2205.4.1 2.1 Special and Intermediate Moment Frame Connection Types, Table 2-1 Prequalified Moment Connections modifications. All moment connections in AISC 358 are based on new tests since the Northridge earthquake. Welded and bolted moment connections are permitted with limited modifications.

2202.4.2 Modifications to AISC 358 Chapter 11 Welded Moment Connection, 2202.4.3 Modifications to AISC 358 Chapter 11 Bolted Moment Connection

Relocated and amended existing amendments to codify exceptions allowing the current practice of adjusting gap-to-side plate thickness ratio.

2202.4.4 Modifications to AISC 358 Chapter 12

Codified existing limitations for Simpson Strong-Tie (SST) Yield-Link Moment Connection in OSHPD Preapproved Prefabricated Components and Systems (PCS -0002). Reference to AISC 341 Table D1.1 is intended to provide ductility consistent with AISC 341 requirements for moment frame beams with significant axial load.

2202.4.5 Modifications to AISC 358 Chapter 15

Codified existing limitations for DuraFuse Frames (DFF) Moment Connection in OSHPD Preapproved Prefabricated Components and Systems (PCS -0004) Reference to AISC 341 Table D1.1 is intended to provide ductility consistent with AISC 341 requirements for moment frame beams with significant axial load.

Section 2203 Structural stainless steel (formerly Section 2203 Protection of steel for structural purposes)

Renamed model code section. No California amendments made to model code language.

2204.1 General

Repealed amendment regarding the modification requirements to AISI S100 Chapter J Connections and Joints, Section J7.2, as this section no longer exists in AISI S100.

2204.2 Seismic design (formerly Section 2210.2 Seismic requirements for cold-formed steel structures)

Relocated existing amendment from Section 2210.2 regarding cold-formed special bolted moment connection prohibited by Section 1617A.1.2 (referenced by Section 1601.15).

2204.2.1 CFS special bolted moment frames

Deleted model code section because Section 1617A.1.4 states that cold-formed steel bolted moment frames are prohibited, therefore the AISI standards do not apply.

2204.2.2 Cold-formed steel seismic force-resisting systems

Deleted model code section because California is assigned to Seismic Design Categories D, E, or F in accordance with 1613A.2, therefore requirements for systems in Seismic Design Categories A, B, or C do not apply.

Division of the State Architect

2215 Additional requirements for community colleges [DSA-SS/CC]

2215.1.1 (formerly 2212.1.1) Shear transfer at column

Added pointer to new shear lugs design provisions in ACI 318 Section 17.11 to promote code compliance.

Chapter 22A – Steel

Division of the State Architect

2201A.2 Identification

Added DSA-SS banner and amended to clarify that all material identification and testing shall be in accordance with Chapter 17A.

2202A.6 Modifications to AISC 358. [DSA-SS]

2202A.6.1 Modifications to AISC 358 Chapter 10

Added new section and DSA banner to incorporate modifications to AISC 358 regarding Steel and concrete ConXtech ConXL composite special moment frame connections.

Division of the State Architect and
Office of Statewide Hospital Planning and Development

2201A.5.1 (formerly 2204A.4) Shear transfer at column

Added pointer to new shear lugs design provisions in ACI 318 Section 17.11 to promote code compliance.

2202A.2.1 Structural steel seismic force-resisting systems and composite structural steel and concrete seismic force-resisting systems

Relocated existing exceptions from Section 2205A.1 to align with reorganized Chapter 22A.

2202A.2.2 Structural steel elements

Deleted reference to Seismic Design Categories B and C in accordance with Section 1613A.2. Aligned requirements with existing amendment in Section 2205A.2.1.2 requiring all lateral force resisting systems, including those listed in ASCE 7 Table 15.4-1, to be designed in accordance with AISC 341.



2202A.5.1 Section B5

Relocated existing amendment from 2205A.3.1. Reorganized code language and clarified as a modified exception to Section B5.2(a).

2203A Structural stainless steel (formerly Section 2203A Protection of steel for structural purposes)

Renamed model code section. No California amendments made to model code language.

Office of Statewide Hospital Planning and Development

2202A.3 (formerly 2205A.4) Modifications to AISC 341

Deleted existing Section 2205A.4.1. Deleted definition of inelastic rotation in the glossary section since it is no longer used in the code.

Deleted existing Sections 2205A.4.4, 2205A.4.5, 2205A.4.6, 2205A.4.7, 2205A.4.8, 2205A.4.9 and 2205A.4.10. Significant testing has been done to validate new ductility requirements in AISC 341, so these amendments are no longer necessary.

2202A.4 (formerly 2205A.5) Modifications to AISC 358

Deleted existing Section 2205A.5.1. Repealed prohibition on the use of bolted moment connections since many of these connections are already preapproved through our OSHPD Preapproved Prefabricated Components and Systems (PCS) program.

2202A.4.2 Modifications to AISC 358 Chapter 11 Welded Moment Connection, 2202A.4.3 Modifications to AISC 358 Chapter 11 Bolted Moment Connection

Relocated and amended existing amendments to codify exceptions allowing the current practice of adjusting gap-to-side plate thickness ratio.

2202A.4.4 Modifications to AISC 358 Chapter 12

Codified existing limitations for Simpson Strong-Tie (SST) Yield-Link Moment Connection in OSHPD Preapproved Prefabricated Components and Systems (PCS -0002). Reference to AISC 341 Table D1.1 is intended to provide ductility consistent with AISC 341 requirements for moment frame beams with significant axial load.

2202A.4.5 Modifications to AISC 358 Chapter 15

Codified existing limitations for DuraFuse Frames (DFF) Moment Connection in OSHPD Preapproved Prefabricated Components and Systems (PCS -0004). Reference to AISC 341 Table D1.1 is intended to provide ductility consistent with AISC 341 requirements for moment frame beams with significant axial load.

2204A (formerly 2210A) Cold Formed Steel

2204A.1 General

Repealed amendment regarding the modification requirements to AISI S100 Chapter J Connections and Joints, Section J7.2, as this section no longer exists in AISI S100.

2204A.2 Seismic design (formerly Section 2210A.2 Seismic requirements for cold-formed steel structures)

This section is not adopted because the two following subsections are not adopted.

2204A.2.1 CFS special bolted moment frames

Deleted model code section because Section 1617A.1.4 states that cold-formed steel bolted moment frames are prohibited, therefore the AISI standards do not apply.

2204A.2.2 Cold-formed steel seismic force-resisting systems

Deleted model code section because California is assigned to Seismic Design Categories D, E, or F in accordance with 1613A.2, therefore requirements for systems in Seismic Design Categories A, B, or C do not apply.

Chapter 23 – Wood

Division of the State Architect

2301.1.5 Prohibition
Repealed Cross Laminated Timber (CLT) prohibition in Item 9 since ASCE 7-22 has seismic coefficients incorporated into Table 12.2-1. Clarified that the prohibition by OSHPD in Item 9 is not adopted by DSA.

Office of Statewide Hospital Planning and Development

2308.2 Limitations
Added OSHPD 1R, 2, & 5 banners to applicable requirements in subsections 2308.2.1 through 2308.2.8.

Chapter 25 – Gypsum Board, Gypsum Panel Products and Plaster

Division of the State Architect and
Office of Statewide Hospital Planning and Development

2503.2 Additional requirements for inspection and testing
Amended language in Item 3 to clarify that enforcement agencies are permitted to require tests in accordance with Table 2506.2. No change to regulatory effect.

2507.3 Lath attachment to horizontal wood supports
Added an option to Item 2 to secure overhead lath with a minimum No. 8 wood screw installed with a 1-inch diameter washer.

Repealed the exception to 2507.3 for OSHPD 2 Single-story Type V skilled nursing or intermediate care facilities utilizing wood-frame or light-steel-frame construction.

Chapter 30 – Elevator and Conveying Systems

State Fire Marshal

3001.2 Elevator emergency communication systems
Added reference pointer to California Code of Regulations, Title 8, Elevator Safety Orders.

3006.2 Elevator hoistway door protection required
Amended to specify the application of this section in any state institution or other state-owned or specified state-occupied building regulated by the Office of the State Fire Marshal. Renumbered the model condition regarding corridor walls to Item 9 (formerly Item 6).

3006.3 Hoistway opening protection required
Amended Item 5 to point to California Code of Regulations, Title 8, Elevator Safety Orders. Updated Item 6 pointer to refer to Section 707.6.

Section 3009, Private Residence Elevators
3009.1 General.
3009.2 Hoistway enclosures.
3009.3 Hoistway opening protection
Amended to point to California Code of Regulations, Title 8, Elevator Safety Orders.

Chapter 31 – Special Construction

State Fire Marshal

3103.1.2.1 Water-filled vessels
Added to align with the California Fire Code (Part 9, Title 24).

3104.2 Flame propagation performance testing and registration
Amended title to replace “certification” with “registration.” Amended model code to remove reference to NFPA 701 Test 2 testing standard to align with Title 19 testing requirements.

3111.3.5 Elevated photovoltaic (PV) support structures and subsections
3111.3.6.1 Fire separation distances
Repealed California amendment and adopted model code language.

Division of the State Architect

3103 Temporary Structures
3103.1 General
Added new amendment to clarify that school buildings as defined in Section 4-314 of the California Administrative Code (Part 1 of Title 24) are not permitted to be classified as public-occupancy temporary structures.

Office of Statewide Health Planning and Development

3114 Intermodal shipping containers
Clarified applicability with the addition of [OSHPD 1, 1R, 2, 4 & 5] to indicate “not permitted by OSHPD.”

Building Standards Commission

3109 Swimming Pools, Spas and Hot Tubs
3109.1 General
Amended to indicate that all swimming pools and spas shall meet the standards of the California Building Code and California laws, not the International Swimming Pool and Spa Code (ISPSC).

3109.2 California swimming pool safety act
Amended to include updated provisions in Health and Safety Code Sections 115921, 115922 and 115926.

Chapter 35 – Referenced Standards

Division of the State Architect and
Office of Statewide Hospital Planning and Development
and State Fire Marshal

Updated and amended various referenced standards promulgated by national and international testing services and organizations.

Division of the State Architect

ANSI/AWC NDS—2024 – Added amendment to adopt the 2024 NDS Supplement.

ASCE/SEI 7-22 – Added amendment to adopt Supplement 1.

ASCE/SEI 41-23 –Adopted this reference standard in coordination with Part 10 – California Existing Building Code.

CALIFORNIA RESIDENTIAL CODE – PART 2.5

Chapter 1 – Scope and Administration

State Fire Marshal

R102.8 Wildland-Urban Interface
Added new section as a pointer to the new California Wildland-Urban Interface Code (CWUIC) which is applicable to houses built in wildland-urban interface areas.

R105.2 Work exempt from permit
Updated the pointer to the new CWUIC that is applicable even if the project is exempt from permits.



Chapter 2 – Definitions

Housing and Community Development

R202 Definitions

Amended multiple definitions to eliminate references to chapters of the IRC that are not adopted and not printed in the CRC.

State Fire Marshal

R202 Definitions

Repealed multiple existing California definitions and adopted new model code definitions that contain the same language.

Chapter 3 – Building Planning

Multiple sections and references in Chapter 3 were renumbered to align with significant numbering changes in the model code.

State Fire Marshal

Multiple sections

Repealed multiple sections regarding Photovoltaic (PV) and Energy Storage Systems and adopted new model code sections that contain essentially the same language.

R337 Materials and construction methods for exterior wildfire exposure

Repealed all of Section R337 and replaced with a “Note” directing the code user to the new CWUIC.

Chapter 44 – Referenced Standards

State Fire Marshal

Updated editions of various referenced standards promulgated by NFPA.

CALIFORNIA ELECTRICAL CODE – PART 3

Article 89 – General Code Provisions

Building Standards Commission

89.101.3.2 State-regulated buildings, structures, and applications

Amended to align the California Electrical Code with all other parts of Title 24.

Office of Statewide Hospital Planning and Development

89.110 Department of Health Care Access and Information/Office of Statewide Hospital Planning and Development
Added new/amended sections for OSHPD 6 to align requirements with statutory change in Health and Safety Code Section 1250.3.

Chapter 1 – General

Office of Statewide Hospital Planning and Development

100 Definitions
Moved all definitions from Article 517 to Article 100 to align with model code format.

Chapter 2 – Wiring and Protection

Office of Statewide Hospital Planning and Development

220 Branch-circuit, feeder, and load calculations
Amended to remove additional requirements for load calculations.

Chapter 4 – Equipment for General Use

Housing and Community Development

406.12 Tamper-resistant receptacles
Amended to exclude mobile homes and manufactured homes from the requirement for tamper-resistant receptacles.

Chapter 5 – Special Occupancies

Office of Statewide Hospital Planning and Development

517.1(C) Electrical equipment schedules
Amended to require documentation for special seismic certifications.

517.4 Electric power sources, feeders and services
Amended to list requirements for electrical power sources. An “Informational Note” was added to see Section 220.40 for sizing requirements for Electric Power Sources, Feeders and Services.

517.18(B)(2) Receptacle requirements
Repealed Exception #3, which stated hospital grade receptacles were not required in patient sleeping areas in nursing homes.

517.29 Type 1 Essential Electrical Systems
Amended (A.1) to include (Surgical Clinics only) to the existing OSHPD 3 banner.

517.30(A.1) Two independent power sources
Added new section with requirements for two independent power sources for OSHPD 1, 3 (surgical clinics only), 4 and 5.

517.30(B.1) Power sources for the EES
Repealed the requirements for power sources for the ESS.

517.30(B)(3) Battery systems
Repealed the requirements for a connection for a portable diesel generator.

517.30(B)(4) Health care microgrid
Repealed amendment and adopted the model code language.

517.30(B)(5) Health care microgrid
Amended to include requirements for meeting the installation and commissioning requirements in NFPA 99.

517.30(D) Temporary source of power for maintenance or repair of the alternate source of power
Added new section with requirements for temporary source of power for maintenance or repair of the alternate source of power.

517.31(D.1) Requirements for the Essential Electrical System
Repealed the requirement for the EES to have the capacity and rating to meet the maximum actual demand likely to be produced by the connected load.

517.31(E) Receptacle identification
Repealed amendment and adopted model code language.

517.31(H) On-site energy storage systems and fuel supply
Added new section containing requirements for on-site energy storage systems and fuel supply for OSHPD 1, 4 & 5.

517.31(H)(1)
Added new section containing requirements for on-site resources to support not less than 24 hours full-demand operation for correctional treatment centers, and sources to support not less than 72 hours full-demand operation for acute care hospitals.

517.31(H)(2)
Added new section containing requirements for Emergency Power Supply Systems for correctional treatment centers and acute psychiatric hospitals.

517.41(A.1) Two independent power sources
Added new section containing requirements for two independent power sources for OSHPD 2, 4 & 5.

517.41(B.1) Power sources for the EES
Repealed the requirements for power sources for the EES for OSHPD 2, 4 & 5.

517.41(B)(1) through (B)(4) Fuel cell systems
Repealed the list of approved power sources.

517.41(D) Power sources for the EES

Added new section which lists the approved power sources for the EES for OSHPD 2, 4 & 5.

517.41(E) Permanent connection(s) points for EES maintenance and repairs

Added new section containing requirements for permanent connection points for EES maintenance and repair.

517.42 Essential Electrical Systems for nursing homes and limited care facilities

517.42(E) Receptacle identification

Repealed the amendment and adopted model code language.

517.42(G) On-site energy storage systems and fuel supply

Added new section containing requirements for on-site energy storage systems and fuel supply for OSHPD 2, 4 & 5.

517.42(G)(1)

Added new section containing requirements for on-site resources to be available at all times to support not less than 6 hours at full output of the EPSS for OSHPD 2, 4 and 5.

517.42(G)(2)

Added new section containing requirements for an alternate source of power for equipment required to maintain safe temperatures, life-saving equipment and oxygen generating devices for OSHPD 2.

517.44(3.1) Optional connections to equipment branch

Repealed the requirements for optional connections to the equipment branch.

517.45 Essential Electrical Systems for other health care facilities

Repealed the existing language in (E.1) and replaced it with the existing language from (G). Existing Section (H) became (G).

Added new Section (H) which requires not less than 4 hours at full output for the EPSS for OSHPD 3 (Surgical Clinics only).

State Fire Marshal

517.31 Requirements for the Essential Electrical System

Co-adopted new sections (H), (H)(1) and (H)(2) in coordination with OSHPD (see above).

517.42 Essential Electrical Systems for nursing homes and limited care facilities

Co-adopted new sections (G), (G)(1) and (G)(2) in coordination with OSHPD.

517.45 Essential Electrical Systems for other health care facilities

Co-adopted new section (H) in coordination with OSHPD.

Chapter 7 – Special Conditions

Office of Statewide Hospital Planning and Development

700.12 General Requirements

Repealed the exception in section (C) for battery systems for OSHPD 1, 2, 3, 4 & 5.

Repealed all the exceptions in section (D)(2) for OSHPD 1, 2, 3, 4 & 5 in coordination with SFM.

Repealed the exception in section (G) for OSHPD 1, 2, 3, 4 & 5.

State Fire Marshal

700.12 General Requirements

Repealed all the exceptions in section (D)(2) in coordination with OSHPD.

CALIFORNIA MECHANICAL CODE – PART 4

Chapter 1 – Administration

Office of Statewide Hospital Planning and Development

Amended multiple subsections to reflect the new department name: Department of Health Care Access and Information/Office of Statewide Hospital Planning and Development.

1.10.6 OSHPD 6

Added new banner designation “OSHPD 6” for a chemical dependency recovery hospital not within an acute care hospital building.

Chapter 2 – Definitions

Office of Statewide Hospital Planning and Development

Air, Relief

Removed OSHPD 1R from the banner.

Air terminal device

Added new definition for any device (e.g., grille, register, diffuser) placed in an opening to a room, through which controlled air enters or leaves. Component of the air-distribution system which has the purpose of achieving the predetermined movement of air into or from a treated space. Applies to OSHPD 1, 2, 3, 4 and 5.

Building Code, Enforcing Agency, Health Facilities

Added OSHPD 6 to existing definitions.

State Fire Marshal

Refrigerant, Refrigerant Concentration Limit (RCL) and Refrigerant Safety Classifications

Repealed California amendments (early adoption of definitions) and adopted model code definitions.

Chapter 3 – General Regulations

Office of Statewide Hospital Planning and Development

321.0 Essential mechanical provisions

Removed OSHPD 1R from the banner

321.3 Cooling equipment

Added new section regarding cooling equipment to maintain temperature and humidity listed in Table 4-A within certain operating rooms and other spaces as identified in the functional program.

321.6 Control components

Added to existing amendment, “fire and smoke dampers” under all control components and control systems to have essential electrical power.

322.0 Sensitive areas or rooms

Removed OSHPD 1R from the banner. Added new items and reformatted the list of sensitive areas or rooms.

State Fire Marshal

307.3, 307.4

Repealed California amendments (early adoption of refrigerant designation) and adopted model code text.

Chapter 4 – Ventilation Air

Division of the State Architect

Repealed **“**DSA-SS/CC” banners throughout the code. Community colleges are required to comply with all DSA adopted regulations under the authority of the Field Act, Education Code Section 81052. Alternatively, community colleges may comply with alternative structural safety provisions promulgated and adopted pursuant to the authority granted by Education Code Section 81053. These alternative standards are adopted and identified by the DSA-SS/CC banner.

The authority granted to DSA specifically for the adoption of alternative buildings standards for community colleges related to structural safety should only be used or referenced when promulgating an alternative standard pursuant to Education Code Section 81053. All other regulations related to the construction of community colleges are adopted and identified by the “DSA-SS” banner under the authority of Education Code Section 81052.

Office of Statewide Hospital Planning and Development

Relocated previous section numbers to new section numbers, as follows:

407.4.1.6 to 407.4.1.2	407.4.1.5 to 407.4.4
407.4.1.1 to 407.4.1.3	407.4.1.7 to 407.4.5
407.4.1.2 to 407.4.1.7	420.0 to 407.4.1.1
407.4.1.3 to 407.4.2	408.3.4 to 408.3.2
407.4.1.4 to 407.4.3	

Table 4-A

Repealed the 2022 version of Table 4-A and footnotes, and adopted the ASHRAE 170-2021 Table 7-1, as amended, and added table footnotes from ASHRAE 170-2021 Table 7-1 into Table 4-A.

Table 4-B

Amended Column 3 of the table to change the heading to “A.T.D.” and MERV filters to HEPA filters. Added new Footnote #3, renumbered remaining footnotes, and revised Footnotes #4 and #5 regarding HEPA filter location.

402.1 Occupiable spaces

Removed OSHPD 1R from the banner. Relocated a portion of the amendment in Section 402.1.2 to this section. The change combines amendments into one paragraph as they both relate to the same ventilation requirements for healthcare buildings.

402.1.2 Ventilation in health care facilities

Added to existing amendment requirement for ventilation for health care facilities to be designed and installed in accordance with the code, Table 4-A and amended list of ASHRAE 170 items.

406.0 Evaporative cooling system for health care facilities

Removed OSHPD 1R from the banner**.** Removed food preparation area from the text.

Section 407.0 Ventilation system details

407.1.1 Air systems

Changed Exception Item 2 to allow unoccupied turndown to be permitted in accordance with Section 407.7 Unoccupied turndown. Repealed all other subitems.

Relocated previous language in Exception 2 for unoccupied mode to new Section 407.7. Added a column to Table 4-A to identify which spaces are permitted to use unoccupied turndown to match the 2021 ASHRAE 170. Revised OSHPD amendments to coordinate with the national standard.

407.2.2.1 Hazardous exhaust outlets

Add new section clarifying that hazardous exhaust outlets from airborne infection isolation rooms and other hazardous rooms shall have a laboratory chemical fume hood with added discharge requirements.

407.3.1 Air balance

Added language to clarify the pressurization requirement is to be met per Table 4-A.

407.4 Air circulation

407.4.1.3

Amended to clarify air supplied to operating rooms and similar spaces shall be delivered by a primary supply diffuser array in accordance with ASHRAE 170.7.4.1.

407.4.1.4, 407.4.1.5, 407.4.1.6

Added new sections to provide requirements for the location of supply registers and return/exhaust inlets, and air supply requirements including low level inlets.

407.4.2

Revised to match CBC Section 1020.6 for air movement in corridors. Amended Exception 1 to state that use of corridors as a source of makeup air for exhaust systems is permitted where allowed by the CBC.

407.4.5 Recirculating room units

Revised to clarify requirements for recirculating room units which shall be permitted to provide a portion of total air changes in excess of minimum outside air changes where indicated in Table 4-A.

407.4.5(3)

Amended to provide for use of a MERV 8 or manufacturer's recommended (OSHPD 2) filter upstream of any surface that is designed to condense water.

407.4.5(4)

Added new section to allow coils designed not to condense water shall maintain surfaces above the dew point temperature.

407.4.5.1 Recirculating room units for unoccupied spaces

Added new section regarding filtration for unoccupied spaces not directly connected to a patient care area.

407.5 Variable air volume

407.5.1.4

Added new section for sensitive spaces or rooms to be provided with controls on the return or exhaust duct system to maintain constant flows.

407.5.1.5

Added new section to provide return air controls for each system, floor, or area with similar conditions.

407.7 Unoccupied turndown

407.7.1

Relocated Exception 2 into this new section and split the paragraph into four subsections to identify the conditions that allow the number of air changes permitted to be reduced.

407.8 Building pressurization

407.8.1

Added a new section to align with AHSRAE 170 regarding building pressurization to ensure a building does not fall under negative pressure causing nonfiltered air to be brought into the building.

408.1.5 and 408.1.6

Amended to align with the minimum requirement in ASHRAE 170 regarding HEPA filtration for high-risk operating rooms and protective environment rooms. Revised Table 4-B to align with this requirement. Repealed previous amendment, but this does not prevent a designer from voluntarily installing additional filtration in the air handler.

408.1.7

Added a new section specific to HEPA filtration to note the requirement in Table 4-B for HEPA filtration to be installed at the terminal device outlet.

408.2 Filters for hospitals

408.2.2, 408.2.3, 408.2.4

Repealed these sections since the requirements have been fully incorporated into Section 407.4.5, Recirculating Room Units.

408.3 Filters for skilled nursing facilities, intermediate care facilities, and correctional treatment centers

408.3.2, 408.3.3, 408.3.4

Repealed Sections 408.3.2 and 408.3.3 since the requirements have been fully incorporated into Section 407.4.5 Recirculating Room Units. Section 408.3.4 was renumbered to 408.3.2.

408.4 Filters for outpatient facilities

408.4.1

Revised to clarify that the air ventilation systems for outpatient facilities shall have filter bank efficiencies as listed in Table 4-B.

408.4.2

Moved the filtration requirement for recirculating room units to Section 407.4.5. Repealed the OSHPD amendment for 408.4.2.

408.5 Filters for recirculating room units

408.5.1

Added a new section pointing to Section 407.4.5 for filtration of recirculating room units. Added additional language to confirm that the full filtration required per Table 4-B is needed when Table 4-A is marked “No” for recirculating room units.

409 Ducts

409.3, 409.4

Repealed amendment. Insulation of ducts is covered in Section 605 and the amendment in 409.3 is a duplicate of the amendment in Section 605.1. Section 409.4 is renumbered to 409.3.

414.0 Airborne infection isolation rooms

414.1 Exhaust systems

Amended the seven-feet discharge height for airborne infection isolation exhaust to 10 feet. The national standard requires a minimum 10 feet exhaust height.

417.0 Testing and balancing airborne infection isolation rooms and protective environment rooms

Modified this section to include air balance testing which shall include a pressure test at all doors serving the isolation, protective environment and ante rooms to provide directional pressure relationships.

Chapter 6 – Duct systems

Office of Statewide Hospital Planning and Development

603.4 Flexible air ducts

603.4.1.1 Flexible ducts

Added a sentence to clarify that a flexible duct is not permitted when fire and/or smoke dampers are omitted in corridor construction per CBC Section 717.5.4. The CBC exception also requires the duct work to be constructed of steel of not less than a 0.019-inch thickness.

605.0 Insulation of ducts

605.2

Added room types that are considered sensitive areas and not permitted to have acoustical lining materials: Class 3 imaging, hybrid operating rooms and protective environment rooms. Added pointer to ASHRAE 170, Section 6.9 for duct lining for nonsensitive areas or rooms.

605.3

Amended to repeal the MERV 17 filter rating. A MERV 17 filter rating is not equivalent to a HEPA filter. Coordinated with the change in Table 4-B that defines the minimum requirements for a HEPA filter.

Chapter 11 – Refrigeration

Office of Statewide Hospital Planning and Development

Table 1104.1 Permissible refrigeration systems

Repealed the I-2.1 occupancy from occupancy group in Table 1104.1 for Permissible Refrigeration Systems.

State Fire Marshal

Repealed requirements throughout Chapter 11 for A2L refrigerants that were early adopted as California amendments in the 2022 Supplements. Adopted model code.

The industry's efforts to address lower Global Warming Potential (GWP) refrigerants led to the development of lower flammability refrigerants—A2Ls. Chapter 11 includes these lower flammability refrigerants in Table 1102.3 and contains specific A2L and B2L provisions to address the precautions necessary to properly use these products.

Chapter 12 – Hydronics

California Energy Commission

1217.10.1 California Energy Code Pipe Insulation Requirements

Updated pointers for pipe insulation requirements within the California Energy Code (Part 6 of Title 24) for Tables 120.3-A-1 and 120.3-A-2.

Chapter 18 – Referenced Standards

State Fire Marshal

Updated the publication year for many existing referenced standards.

Office of Statewide Hospital Planning and Development

Added new reference standard for IEST RP-CC001.7 that defines the minimum requirements for HEPA and ULPA filters.

CALIFORNIA PLUMBING CODE – PART 5

Chapter 1 – Administration

Office of Statewide Hospital Planning and Development

Amended multiple subsections to reflect the new department name: Department of Health Care Access and Information/Office of Statewide Hospital Planning and Development.

1.10.6 OSHPD 6

Added new banner designation "OSHPD 6" for a chemical dependency recovery hospital not within an acute care hospital building.

Chapter 2 – Definitions

Office of Statewide Hospital Planning and Development

Amended existing definitions.

Handwashing fixture
Added that the flow rate for a non-aerating laminar flow device shall not be less than 1 gallon per minute.

Scrub sink
Added requirements for controls to not involve contact with the upper extremities. Single-lever wrist blades shall not be permitted except for the temperature pre-set valve.

Chapter 4 – Plumbing Fixtures and Fixture Fittings

Division of the State Architect

Repealed **“**DSA-SS/CC” banners throughout the code. Community colleges are required to comply with all DSA adopted regulations under the authority of the Field Act, Education Code Section 81052. Alternatively, community colleges may comply with alternative structural safety provisions promulgated and adopted pursuant to the authority granted by Education Code Section 81053. These alternative standards are adopted and identified by the DSA-SS/CC banner.

The authority granted to DSA specifically for the adoption of alternative building standards for community colleges related to structural safety should only be used or referenced when promulgating an alternative standard pursuant to Education Code Section 81053. All other regulations related to the construction of community colleges are adopted and identified by the “DSA-SS” banner under the authority of Education Code Section 81052.



Building Standards Commission, Division of the State Architect and Department of Housing and Community Development

408.3 Water consumption
Amended to align with appliance efficiency regulations adopted by the California Energy Commission in Title 20 and showerhead requirements in CALGreen.

420.3.1 Pre-rinse spray valves
Repealed existing California amendment and adopted model code.

Building Standards Commission and Division of the State Architect

422.1.1 Fixture calculations and 422.2 Separate facilities
Repealed existing California amendment and adopted model code regarding all-gender multi-user restroom fixtures. Added a BSC amendment to indicate that separate private areas for urinals and water closets located in a privacy compartment shall comply with sections 422.6 and 422.7 of the California Plumbing Code.

422.6 Water closet compartment and 422.7 Urinal partitions
Added an exception referring to IAPMO's Z124.10 Type A Security for state buildings, University of California and California State University buildings, public elementary and secondary schools, community college buildings, and state-owned or state-leased essential services buildings.

Office of Statewide Hospital Planning and Development

422.3.1 Fixture requirements for special occupancy
Added a second exception that separate toilet facilities for patients, staff, and visitors in public visitor waiting areas with an occupant load of 10 or less shall be permitted for use by both sexes.

Chapter 6 –Water Supply and Distribution

Office of Statewide Hospital Planning and Development

604.0 Materials
604.1 Pipe, tube, and fittings
Added Exception for OSHPD 1, 2, 3, 4 & 5 regarding the use of CPVC which is not permitted for potable water.

609.0 Installation, testing, unions, and location
609.10 Disinfection of potable water system
Added new Item 5 for OSHPD 1, 2, 3, 4 & 5 to the disinfection requirements for the timing of the disinfection procedures relative to the occupancy of a building to align with ASHRAE 188.

613.0 Domestic hot-water distribution systems for health facilities and clinics

Table 613.1 Hot water use

Updated Note #1 regarding rinse water temperature at warewashers or potsinks to align with the California Retail Food Code, Title 22, and Facility Guidelines Institute (FGI) guidelines. Added new Note #3 requiring dietary hot water temperatures to meet minimum temperature requirements at the point of use.

613.2 Storage

Added to existing amendment for water heaters and hot-water storage tanks. Storage water heaters and hot water tank storage are to be maintained at 140 degrees Fahrenheit or above.

613.6 Recirculation

Added to existing amendment for hot water recirculation to coordinate with FGI and to require the hot water recirculation piping to return the recirculation loop back through the hot water source. The non-recirculated fixture branch piping shall not exceed 10 feet.

613.9 Flushing

Added new section for hot water distribution to add test ports and valved openings for flushing of portions of the system in accordance with the facilities water management program defined in Appendix N.

614.0 Dialysis water-distribution systems

614.1 and 614.7 Piping materials

Added to an existing amendment for the piping materials allowed in dialysis feedlines to include CPVC to coordinate with AAMI standard RD 62.

616.0 Emergency water supply

616.1 Emergency water supply

Added SPC 4D rating to list of ratings to support 72 hours of continuing operation of on-site water supply in the event of an emergency.

616.3 Water disinfection

Added new section regarding storage tank connections and circulation to limit water stagnation and temperature stratification.

Chapter 7 – Sanitary Drainage

Office of Statewide Hospital Planning and Development

727.1 Emergency sanitary drainage

Added SPC 4D rating to list of ratings to support 72 hours of continuing operation of onsite holding tanks to store sewage and liquid waste sufficient to operate essential hospital utilities and equipment in the event of an emergency.

Chapter 15 – Alternate Water Sources for Nonpotable Applications

Building Standards Commission and Department of Housing and Community Development

1506.10.2 Minimum water quality

Added IAPMO IGC 324 as an applicable standard for water quality for on-site treated nonpotable gray water when there are no local water quality requirements.

Department of Water Resources

1505.1 General

Amended to refer to the new "State Water Resources Control Board's Cross-Connection Control Policy Handbook" along with existing reference to California Code of Regulations (CCR) Titles 22 and 23. Deleted Title 17 from referenced CCR titles in this section.

1505.4 Connections to potable or recycled water supply systems

Amended Exception #4 to clarify the source of regulatory information for recycled water application and uses shall be the new "State Water Resources Control Board's Cross-Connection Control Policy Handbook" which replaces Title 17 provisions.

Chapter 16 – Nonpotable Rainwater Catchment Systems

Building Standards Commission and Department of Housing and Community Development

1603.20 Rainwater diversion valves

Amended to remove reference to IAPMO PS 59 and IAPMO IGC 352 standards to allow use of other available approved diverter valves.

Chapter 17 – Referenced Standards

Office of Statewide Hospital Planning and Development and State Fire Marshal

Updated existing referenced standards to the latest edition and added two new referenced standards:

ANSI/AAMI/ISO 23500-2 – Preparation and Quality Management of Fluids for Haemodialysis and Related Therapies – Part 2: Water Treatment Equipment for Haemodialysis Applications.

ANSI/AAMI/ISO 23500-3 – Preparation and Quality Management of Fluids for Haemodialysis and Related Therapies – Part 3: Water for Haemodialysis and Related Therapies

CALIFORNIA ENERGY CODE – PART 6

Please visit the California Energy Commission's website for Part 6 updates.

energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/online-resource-center/overview

CALIFORNIA WILDLAND-URBAN INTERFACE CODE – PART 7

Overview

The new California Wildland-Urban Interface Code (CWUIC), based on the International Wildland-Urban Interface Code, was created by relocating chapters, sections and language from several parts of Title 24, including the California Building Code (Chapter 7A), California Residential Code (Section R337) and the California Fire Code (Chapter 49). Additionally, it incorporates other provisions from Title 24 (not relocated), and sections from Title 14 (Natural Resources) and Title 19 (Public Safety) of the California Code of regulations, and sections from the Government Code, the Health and Safety Code, and Public Resources Code.

Section H107, Cross Reference Tool, was added to Appendix H of the CWUIC. It lists each section of the code and identifies the source document and section for each provision.

SECTION H107—CROSS REFERENCE TOOL

The following matrix identifies each section in the California Wildland-Urban Interface Code and identifies the source document and section for the provisions. Some sections in this code are derived from more than one source and the language has been editorially massaged to coalesce and correlate with the other provisions in this code.

2025 CWUIC		Adopted Yes/No	IWUIC Section	CBC Section	CFC Section	Title 14, Division 1.5 Section	Title 19, Division 1 Section	Gov Code Section	PRC Section	HSC Section
Section	Title									
Chapter 2	Definitions									
	Fire hazard severity zones	Y		702A	4902.1			2201		
	Fire protection plan	Y		702A	4902.1					
	Fire weather	Y								
	Fire-resistance-rated construction	Y								
	Fire-smart vegetation	Y			4902.1	1271.01				
	Flame spread index	Y								
	Fuel	Y								4291(a)(1)(A)
	Fuel break *(T14)*	Y				1270.01(n)				

As part of the effort to consolidate language from the multiple areas of law and regulations, a reasonable amount of "clean-up" was made before codifying the language into the CWUIC. This consisted of clarifying intent, correcting minor errors from previous code cycles, and reorganizing sections to align with model code.

Chapter 1 – Scope and Administration

This chapter contains administrative provisions. Consistent with other parts of Title 24, it consists of two divisions: Division I details the state agencies' administrative provisions and Division II contains model code sections with amendments incorporated from the California Building Code (CBC), California Fire Code (CFC), and California Residential Code (CRC). The sections in Division I have been incorporated from the California Building Code (Part 2), the California Fire Code (Part 9) and Title 14.

Chapter 2 – Definitions

Definitions in this chapter are an aggregate collection of terms used in the laws and regulations referenced above.

Chapter 3 – Wildland-Urban Interface Areas

Language in Chapter 3 has been migrated from the California Fire Code and also incorporates provisions from the Public Resources Code and the Government Code to provide the framework for defining and designating wildland-urban interface areas within the state.

Chapter 4 – Wildland-Urban Interface Areas Requirements

Chapter 4 provides the access, water supply, and fire protection plan requirements that apply to all occupancies in the wildland-urban interface based on designated fire hazard severity zones. Amendments delete and/or replace model code language where it conflicts with existing California laws and regulations, and incorporate sections from the CFC as well as requirements found in Title 14 and Title 19.

Chapter 5 – Special Building Construction Regulations

Chapter 5 contains regulations that establish minimum standards for the location, design and construction of buildings and structures within designated fire hazard severity zones or WUI areas. Amendments delete and/or replace model code language where it conflicts with existing California laws and regulations, and incorporate provisions from the Health and Safety Code. All of the regulations from Chapter 7A in the CBC and Section R337 in the CRC have been relocated into Chapter 5.

Chapter 6 – Fire Protection Requirements

Chapter 6 contains additional requirements for development and construction in Local Responsibility Areas (LRA) and areas designated as State Responsibility Areas (SRA). Amendments delete and/or replace model code language where it conflicts with existing California laws and regulations, relocate provisions from CFC Chapter 49, and incorporate provisions found in Title 14 and Title 19 for the code user's

convenience. The chapter includes requirements for the establishment and maintenance of defensible space and other mitigation strategies to reduce the hazards of fire originating within a structure spreading to wildland, and fire originating in wildland spreading to structures.

Chapter 7 – Referenced Standards

Chapter 7 contains referenced standards of the 2024 IWUIC and is amended to incorporate all relevant standards referenced in various sections of the CWUIC.

Appendix A – General Requirements

Appendix A, while not adopted by SFM, can be enforced by a local jurisdiction when specifically included in its adopting ordinance. This appendix provides fire protection measures supplemental to those found in Chapter 6 to reduce the threat of wildfire in a wildland-urban interface area and improve the capability for controlling such fires.

Appendix B – Vegetation Management Plan

Appendix B, while not adopted by SFM, can be enforced by a local jurisdiction when specifically included in its adopting ordinance. This appendix provides criteria for submitting vegetation management plans, specifying their content, and establishing a criterion for considering vegetation management as a fuel modification.

Appendix C – Community Wildland-Urban Interface (WUI) Fire Hazard Evaluation Framework

Deleted 2024 IWUIC Appendix C – Fire Hazard Severity Form and replaced it with Appendix C – Community Wildland-Urban Interface (WUI) Fire Hazard Evaluation Framework that is printed, but not adopted by SFM, in the 2025 CWUIC. This framework is provided for information purposes (not intended for adoption) and can be used as a guideline for firesafe councils and others. This appendix contains the same language as Appendix P of the 2022 CFC (renumbered to Appendix Q in 2025 CFC).

Appendix D – Model Ordinance for Fire Hazard Severity Zone Adoption

Deleted 2024 IWUIC Appendix D – Fire Danger Rating System and replaced it with Appendix D – Model Ordinance for Fire Hazard Severity Zone Adoption. This appendix is a sample ordinance for a city, county, city and county, or fire district to use to establish and designate fire hazard severity zones within their jurisdiction.

Appendix E – [Reserved]

Deleted 2024 IWUIC Appendix E – Findings of Fact, and reserved Appendix E for future use.

Appendix F – Characteristics of Fire Smart Vegetation

Appendix F is informational and provided for the convenience of the code user. It contains a list of the eight characteristics of fire-smart vegetation that can be used effectively within wildland-urban interface areas to reduce the likelihood of fire spread through vegetation.

Appendix G – Voluntary Home Hardening Recommendations

Deleted 2024 IWUIC Appendix G – Self-Defense Mechanism and replaced it with Appendix G – Voluntary Home Hardening Recommendations. Appendix G provides nonmandatory home hardening recommendations for existing structures to protect them from wildfire. It also provides correlation and consistency with California Department of Forestry and Fire Protection (CalFire) home hardening guidelines.

Appendix H – Referenced California Documents

Deleted IWUIC Appendix H – Wildland-Urban Interface Code Flowchart and replaced it with Appendix H – Referenced California Documents to provide excerpts of statutes and regulations that are the sources for California amendments in the 2025 CWUIC. This includes reprinting certain sections from California laws: Civil Code, Government Code, Public Resources Code, Health and Safety Code, and California Code of Regulations Titles 14 and 19.

Appendix I – Board of Appeals

Appendix I, while not adopted by SFM, can be enforced by a local jurisdiction when specifically included in its adopting ordinance or legislation. It provides guidelines for establishing a board of appeals to hear applications for modifications of requirements in the CWUIC.

CALIFORNIA FIRE CODE – PART 9

All amendments and additions in this part are proposed by the Office of the State Fire Marshal.

Chapter 1 – Scope and Administration

1.11.2.4 Request for alternate means of protection

Updated the reference pointer to California Code of Regulations (CCR) Title 19 due to program changes in the requirements of Risk Management Plans and the handling of hazardous materials under the oversight of CalEPA (AB 148, Stats. 2021). These programs were previously in CCR Title 19, Division 2 (CalOES), but are now located in Title 19, Division 5 (CalEPA), and have been effective as of March 6, 2024.

1.11.4.4 Fire clearance pre-inspection

Corrected the reference pointer that delegates authority from the State Fire Marshal to the local fire prevention enforcement authority, which is governed by Health and Safety Code Sections 13145 and 13146.

102.13 Wildland-Urban Interface

Added a new section providing reference to the newly adopted California Wildland-Urban Interface Code (CWUIC), Part 7 of Title 24. As a result of the creation of the CWUIC, Chapter 49 is deleted from the California Fire Code (CFC). Other changes affect provisions and references in CFC Chapters 2 and 3, and Appendix P, as well as chapters in the California Building Code and California Residential Code (Parts 2 and 2.5 of Title 24).

105.5.14 Energy Storage Systems

Provided exceptions to requirements for an operational permit for stationary and mobile ESS for detached one- and two-family dwellings and townhouses, other than Group R-4.

Chapter 2 – Definitions

Definitions related to battery types

Amended model code definitions and added several new battery type definitions to correlate with current International Fire Code and NFPA 855 technology requirements. The intent is to increase understanding of the application of code requirements to new technologies with no associated increases in technical requirements.

203 Occupancy classification and use

Occupancy classification definitions have been relocated from Section 202 into new Section 203 in 2024 IFC, so existing 2022 amendments to these definitions have been relocated also.

203.4.2 Group E, child-care facilities

203.7.4.1 Classification as Group E

Amended the exception to Group E child-care facilities and added language with special provisions to include those occupancies providing care for 6-100 children under 36 months of age, allowing them to operate when in compliance with special requirements.

Chapter 3 – General Requirements

320 Battery storage

320.1 General

Replaced existing amendments in 2022 CFC Section 322 with new 2024 IFC Section 320 which has been amended in 2025 CFC to address all battery storage regardless of the battery type. Added Exemption 6 to clarify it is not the intent of this

section to regulate miscellaneous small consumer-size batteries in equipment (radios, power tools, etc.), or batteries staged or charging as commonly found in maintenance areas, fire stations, contractor shops, etc.

Sections 320.1.1 through 320.1.2

Added new sections to address storage of lithium-ion, lithium metal, and other battery types.

320.4.1.1 Unused or unwanted battery collection

Revised to clarify batteries placed loose into open-top containers is for collection of used or unwanted batteries from the public or a building's employees (NFPA 855).

320.4.1.2 Waste storage

Added a common practice provision for limited storage (DOT regulations) to require batteries be placed in bags to prevent short-circuiting and space between filled with vermiculite. The quantity is still limited to 15 cf.

320.4.1.3 Miscellaneous storage

Added new section to clarify that other storage configurations are allowed. Provides for storage in original wholesale shipping containers and DOT packaging which has undergone extensive testing for shipping of lithium-ion batteries and cells.

320.4.3 Outdoor storage and subsections

Added requirements for a technical report to evaluate the fire and explosion risks associated with outdoor storage of lithium-ion and lithium-metal batteries and to make recommendations for fire and explosion protection.

Revised and updated existing amendments that were relocated and merged with new model code sections to address the following requirements:

- Distance from storage to exposures
- Storage area size limits and separation
- Fire detection
- Containers
- Weather protection

320.5 Other Battery Types General and subsections

Added amendments providing general guidance for safe storage of batteries other than lithium-ion and lithium-metal consistent with updated requirements and standards of care in the industry, including the following:

- Impact protection
- Battery charging and long-term storage practices
- Mechanical exhaust requirements
- Spill control capabilities
- Hazard warning signage and NFPA 704 placarding

Chapter 9 – Fire Protection and Life Safety Systems

Existing 2022 California amendments in Chapter 9 are carried forward, repealed, renumbered and updated to align with revised 2024 IFC formatting and language.

903.3.1.1.1 Exempt locations

Deleted existing amendment Number 6 in the listed locations regarding elevator hoistways, machine rooms, machinery spaces, control spaces and control rooms, and the reference pointer to CBC Section 3005.4.1.

903.4.3 Alarms

Deleted existing amendment regarding visible alarm notification and reference pointer to Section 907.

905.4 Location of Class I standpipe hose connections

Deleted model code language in Item 6 that was an existing amendment that was overlooked in the 2022 CFC (amendment was not carried forward).

907.2.12 Special amusement areas

Repealed and replaced some existing amendments with model code language in Section 907.2.12, and blended existing amendment regarding exit access into new model code language to carry forward existing provisions. Repealed amendments in model code Sections 907.2.12.1 - 907.2.12.3 as these sections do not exist in 2024 IFC. Matched the same modifications made to Section 907.2.12 in the California Building Code, Part 2 of Title 24.

915.4.4 Interconnection

Replaced new model language with existing amendment as 2024 IFC has copied portions of the California amendment, but left out the majority of the information needed for clarity and consistency in implementation and enforcement.

915.6.1 Enclosed parking garages

Added an amendment to coordinate with the existing provision in Section 915.6.1 of Part 2.

Chapter 10 – Means of Egress

1008.3 Illumination required by an emergency electrical system

Added amendment to reinstate provisions published in several previous editions of the California Building Code to address previously adopted requirement for egress lighting for I-2 occupancies and align with provisions published in National Fire Protection Association 101 – The Life Safety Code.

1009.4.1 Standby power

1015.2 Where required

Added new amendment to align with the California Building Code.

Table 1020.2 Corridor fire-resistance rating

Modified existing amendment to repeal line-item for occupancy Group E, and to require one-hour fire resistance rating for corridors with sprinklers in occupancy Group I-4. Aligned with the same section in the California Building Code, Part 2 of Title 24.

1026.6 Two-way communication

Added new amendment specifying that two-way communication systems must be installed in all horizontal exit compartments. An Exception for I-2 and I-3 facilities is provided. Aligned with the same section in Part 2.

Chapter 31 – Tents, Temporary Special Event Structures and Other Membrane Structures

3104.2 Flame propagation performance testing and registration

3106.3 Combustible materials

Added amendments to clarify that all fabrics and all interior decorative fabrics or materials shall be flame resistant in accordance with the provisions set forth in California Code of Regulations, Title 19 (Public Safety), Division 1, Chapter 8.

Chapter 49 – Requirements for Wildland-Urban Interface (WUI) Fire Areas

Added a “User Note” to direct code users to the new California Wildland-Urban Interface Code. This chapter is deleted from the CFC.

Chapter 80 – Referenced Standards

Updated adoption of referenced standards to the newest editions published and available for adoption.

CALIFORNIA EXISTING BUILDING CODE – PART 10

Chapter 1 – Scope and Administration

Office of Statewide Hospital Planning and Development

Amended multiple sections to reflect the change in the department name: Department of Health Care Access and Information/Office of Statewide Hospital Planning and Development.

1.10.6 OSHPD 6

Added new sections for OSHPD 6 to align requirements with statutory change in Health and Safety Code Section 1250.3.

107.1 General

Clarified that only one extension is permitted for temporary uses, equipment and systems.

Chapter 2 – Definitions

Office of Statewide Hospital Planning and Development

Updated applicability of several definitions to include OSHPD 1R, 2, and 5 applications.

Chapter 3 – Provisions for All Compliance Methods

Division of the State Architect

317.3.1
Added [DSA-SS] banner, which was unintentionally omitted in the last edition of Title 24, relative to seismic evaluation and rehabilitation of buildings.

Building Standards Commission and Division of the State Architect

Table 317.5
Revised footnotes and seismic performance criteria for Risk Category IV buildings to align with the model code and adopted referenced standard.

318 Definitions
Repealed the definition of REPAIR in coordination with the adoption of the model code definition for the same term contained in Section 202.

319.2 Existing conditions
Amended to coordinate with changes made in the newly adopted 2023 edition of the adopted standard, ASCE 41: Seismic Evaluation and Retrofit of Existing Buildings.

319.5 Configuration requirements
Relocated existing amendment from Section 319.7.2 to Section 319.5, as the basis for determination of an irregular classification belongs in the primary section addressing irregularities rather than a later section defining the conditions that require the use of Method B.

319.7 Prescriptive selection of the design method with subsections
Amended to improve the presentation and clarity of provisions that define conditions requiring the use of Method B and relocated some language to Section 319.5.

Division of the State Architect and Department of Housing and Community Development

306 Accessibility for existing buildings
Removed the content of model code Section 306 as it is not adopted in California and clarified the notes about application of Chapters 11A and 11B.

Department of Housing and Community Development

301.3 Alteration, addition or change of occupancy

301.3.2 Work area compliance method

Repealed the notes as HCD adopted Chapters 6-11 that address work area compliance method.

State Fire Marshal

308.1 Carbon monoxide detection

Removed model code exceptions to requirements for carbon monoxide detection.

Office of Statewide Hospital Planning and Development

304.3.3 Criteria for Incidental and minor structural alteration, additions, or repairs of pre-1973 code buildings

Added provisions for incidental and minor alteration pursuant to statutory mandate.

312.3.1 Freestanding buildings containing qualifying nonacute care services

Added permitting for chemical dependency recovery services pursuant to statutory mandate contained in Health and Safety Code Section 1250.3(f).

312.3.6 Chemical dependency recovery services

Added new section recognizing that chemical dependency recovery services may be provided in a building that has been removed from general acute care pursuant to Health and Safety Code Section 1250.3(f).

Chapter 3A – [OSHPD1] Provisions for All Compliance Methods

Office of Statewide Hospital Planning and Development

302A.3.1 Existing seismic force-resisting systems.

Corrected the reference to point to the California Building Code for seismic coefficients since they are not provided in the California Existing Building Code.

304A.3.4 - 304A.3.4.8 Performance objectives of performance-based methods

Clarified the application of ASCE 41-13 and ASCE 41-23 specifying how they apply to various types of buildings.

304A.3.5 - 304A.3.6.9 Modifications to ASCE 41-13

Clarified modifications to ASCE 41-13 for SPC-2 and SPC-4D and added new sections to address modifications to ASCE 41-23.

311A.1.1.1.1 - 311A.1.1.1.3 Means of egress for hospital buildings

Corrected code references to point to new building provisions in the California Building Code for bracing requirements of nonstructural components in the path of egress.

Chapter 4 – Repairs

Building Standards Commission

401.1 Scope

Removed reference to Chapter 12 of 2024 IEBC and referred to the California Historical Building Code (CHBC).

407.1 General

Adopted Section 407.1 and co-adopted existing HCD amendment that refers to California Mechanical Code (Part 4 of Title 24).

408.1 Materials

Adopted Section 408.1 and co-adopted existing HCD amendment that refers to California Plumbing Code (Part 5 of Title 24) and added reference to Division 5.3 of the California Green Building Standards Code (Part 11 of Title 24, known as CALGreen).

408.2 Water closet replacement

Adopted Section 408.2 and co-adopted existing HCD amendments which correct the maximum flow rate for water closets. Deleted the model code exception.



Chapter 4A – Repairs

Office of Statewide Hospital Planning and Development

401A.3, 405A.1, 405A.2.1, 405A.2.3, 405A.2.3.1, 405A.2.3.3, 405A.2.4, 405A.2.6

Repealed existing OSHPD amendments to several sections because these provisions are now included in the model code language.

405A.2.3.3 Extent of repair for noncompliant buildings

Lowered limit for seismic load to 75% of new building design earthquake forces for consistency with ASCE 41 requirements.

408A.2 Water closet replacement

Deleted the model code exception for blowout-design water closets.

Chapter 5 – Prescriptive Compliance Method

Building Standards Commission

502.1 General

Amended Exception #2 to maintain status quo requiring structural elements to comply with the requirements of Sections 317 through 322 for projects within BSC's authority and listed in Section 1.2 of the CEBC.

507 Historic buildings

Replaced model code provisions for historic buildings with reference to the California Historical Building Code.

Office of Statewide Hospital Planning and Development

502.1 General

Added amendment to remove limitation of structural requirements to Sections 502.2 through 502.3 for applicable OSHPD applications.

State Fire Marshal

502.5, 503.16 and 503.16.1

Replaced Group I-1 with R-2.1 since Group I-1 is not used in California.

Chapter 5A – Prescriptive Compliance Method

Office of Statewide Hospital Planning and Development

Several sections in Chapter 5A were renumbered to align with the new format of the 2024 IEBC.

502A.1 General

Deleted model code language to remove limitation of structural requirements to Sections 502.2 through 502.3 for applicable OSHPD applications.

502A.2, 502A.3, 503A.1, 503A.3, 506A.1, 506A.3

Repealed California amendments and adopted model code language.

503A.3.1 Design live load

Deleted because the language duplicated Section 304A.1.

503A.4 Existing structural elements carrying gravity load

Revised existing amendments to align with changes in 2024 IEBC. Clarified the amount of reduced seismic forces to be permitted.

503A.13 Voluntary seismic improvements

Replaced with IEBC Section 503.13 and carried forward some previous amendments.

506A.5 Structural
Replaced existing amendments with IEBC Section 506.5, except Section 506.5.3 Exceptions and Section 506.5.4.

507A Historic Buildings
Deleted IEBC section since there are no OSHPD 1 buildings classified as historic buildings.

Chapters 6 through 11

Building Standards Commission

708.1, 809.1 and 907.1 1104.1 Minimum requirements
Replaced model code energy conservation provisions with reference to the California Energy Code (Part 6 of Title 24).

State Fire Marshal

902.2 and 902.2.1, 1011.5.2, 1101.5
Replaced Group I-1 with R-2.1 since Group I-1 is not used in California.

904.1.8 Supervision and alarms
Deleted this new model code section to eliminate possible conflicts with existing California laws and regulations.

Department of Housing and Community Development

Chapters 6 through 11
HCD adopted Chapters 6-11 that address work area compliance method.

Chapter 16 – Referenced Standards

Building Standards Commission, Division of the State Architect, Department of Housing and Community Development, and Office of Statewide Hospital Planning and Development

ASCE 41 2023 Adopted the 2023 edition of ASCE 41.

Division of the State Architect and Office of Statewide Hospital Planning and Development

ASCE 7 2022 Updated supplements to match reference in the California Building Code (Part 2 of Title 24) and the 2022 edition of ASCE 7.

State Fire Marshal

NFPA 72 2025 Adopted the 2025 edition of NFPA 72.

CALIFORNIA GREEN BUILDING STANDARDS CODE – PART 11

Chapter 2 – Definitions

Department of Housing and Community Development (HCD)

Residential Long-Term Bicycle Parking
Added to describe secured bicycle parking for more than twelve hours.

Residential Short-Term Bicycle Parking
Added to describe secured bicycle parking for less than twelve hours in unsheltered, open area.

California Energy Commission (CEC)

Energy Design Rating (EDR) and Time Dependent Valuation (TDV) Energy
Deleted definitions.

Energy Budget
Revised to remove references to the previously used energy metric—Time Dependent Valuation (TDV)—for measuring energy consumption. New reference to the new energy metric—Long-term System Cost (LSC)—added as specified in Section 10-109 of the California Energy Code (Part 6 of Title 24) and the Alternative Calculation Method (ACM) Reference Manual.

Long-Term System Cost (LSC)
Added to describe California Energy Commission's projected present value of costs to California's energy systems over a period of 30 years.

Recovered Energy and Recovered Energy, On-Site
Added to describe the energy used in a building that is recovered from various building functions, equipment and processes; energy that would otherwise be wasted.

Solar Pool Heating System
Added to describe an assembly of components designed to heat water for swimming pools, spas, or swimming pool and spa combinations by solar thermal means, excluding pool recirculation components.

Chapter 4 – Residential Mandatory Measures

Department of Housing and Community Development

4.106.4.2.2 Multifamily dwellings
4.106.4.2.6 Hotels and motels
Removed requirements for hotels and motels from Section 4.106.4.2.2 and created new **Section 4.106.4.2.6 Hotels and motels** for electric vehicle (EV) charging requirements for those occupancies.

Revised subsections in these two sections to clarify and address the following compliance requirements:

- Appropriate numbers of Low Power Level 2 and Level 2 EV charging receptacles for dwelling units with assigned and unassigned parking.
- Parking facilities served by parking lifts.
- Charging receptacles at assigned parking spaces shall be provided with a dedicated branch circuit connected to the dwelling unit's electrical panel, when practical.
- Percentages of parking spaces not already provided with low-power Level 2 EV charging receptacles, and common use parking, shall be provided with Level 2 EV chargers at a rate of twenty-five (25) percent of those spaces (an increase from the current ten (10) percent).
- Allowance for the designation of specific EV charger connector types—J1772 or J3400—to provide flexibility to the designer or builder to serve most EV users.
- Added mandatory ALMS measures under new subsection number 4.106.4.2.2 (2)(c) as an option to reduce maximum required electrical capacity for the site.

4.106.4.3 Electric vehicle charging for additions and alterations of parking facilities serving existing multifamily buildings, hotels and motels.

Modified existing requirements for EV capable spaces to include a requirement for either a low-power Level 2 EV charging receptacle or a Level 2 EV charger. Removed the EV capable spaces percentage requirements, and added that each parking space being added or altered will be required to be equipped with a Low Power Level 2 EV charging receptacle or a Level 2 EV charger.

Added an exception for the installation of Level 1 EV charging receptacles during alterations and additions to existing parking facilities serving multifamily buildings, hotels, and motels.

Removed Notes 1 and 2 as they are no longer relevant to this section.

4.106.4.4 Bicycle parking

Made previously voluntary measures mandatory for newly constructed multifamily buildings, hotels, and motels. Amended to clarify the type of long-term bicycle parking enclosures and anchoring required for hotels and motels.

4.303.1.4.5 Pre-rinse spray valves

Replaced references to and reprints from California Code of Regulations, Title 20, Appliance Efficiency Regulations with reference to the California Plumbing Code (Part 5 of Title 24), Section 420.3. Coordinated with the Building Standards Commission (BSC), California Energy Commission (CEC), and the Division of the State Architect (DSA) with no intended change in regulatory effect.

Chapter 5 – Nonresidential Mandatory Measures

Building Standards Commission

Section 5.106.4.1.1 Short-term bicycle parking

Amended to provide a new compliance method based on the number of anticipated "peak daily visitors" instead of the number of vehicle parking spaces used by customers. Removed the exception for additions or alterations that add nine or fewer visitor vehicular parking spaces.

Section 5.106.4.1.2 Long-term bicycle parking (general)

Relocated bicycle parking requirements from Section 5.106.4.1.5 into main paragraph using existing code section.

Section 5.106.4.1.2.1 Long-term bicycle parking (for new buldings) and Section 5.106.4.1.2.2 Long-term bicycle parking (for additions or alterations) and Section 5.106.4.1.2.3 Long-term bicycle parking (for shell buildings)

Added and amended long-term bicycle parking requirements to provide a new compliance method based on the number of "tenant-occupants" instead of the number of vehicle parking spaces used by workers and increased percentage from five (5) percent to ten (10) percent.



5.106.5.3 Electric vehicle (EV) charging (exceptions)

Amended existing Exception #2 for parking spaces accessible only by automated mechanical car parking systems to align with HCD requirements for residential occupancies.

Table 5.106.5.3.1 Electric vehicle (EV) charging

Amended by adding a title and creating separate columns for "Other than Office and Retail" and "Office and Retail." Increased number of required Electric Vehicle Charging Stations. Amended table Footnote #2.

5.106.5.3.2.1 Receptacle configurations

Added to allow use of NEMA receptacle configuration types.

5.106.5.3.2.2 EV charger connectors

Added to specify that EV chargers shall be equipped with SAE J1772 with a maximum output 240 Volts AC or SAE J3400 connectors.

5.106.5.3.2.4.1 Raceway capacity requirements

Added to allow for future upgrades to the electrical conductors serving Low Power Level 2 charging receptacles 208/240-volt 20-ampere to a dedicated 208/240-volt 40-ampere branch circuit.

Table 5.106.5.3.6 EVCS–Power allocation method

Amended by adding a title and creating separate columns for “Other than Office and Retail” and “Office and Retail.”

Amended Footnote #3 to specify that the maximum allowed kVA to be utilized for EV capable spaces is 50 percent (reduced from 75 percent).

Added new Footnote #5 to set the maximum kVA power allowed in column 4 for EV capable spaces to 25 percent. This change leaves 75 percent of the available kVA required to be used for EVCS which may increase the number of EVCS.

5.106.5.6 Electric vehicle charging stations (EVCS)–Power allocation method

Added new subsections with similar amendments found in Section 5.106.5.3.2 Electric vehicle charging stations (EVCS):

Section 5.106.5.3.6.1 Receptacle Configurations
Section 5.106.5.3.6.2 EV Charger Connectors
Section 5.106.5.3.6.3 Raceway Capacity Requirements

5.106.5.4.2 Existing buildings or parking areas with previously installed EV capable infrastructure

Amended to promote more installed chargers by requiring that all existing EV capable spaces, panel capacity and conduit at a site must be built out before any new EV capable spaces are added.

Section 5.506.4 Carbon dioxide (CO_2) monitoring in classrooms

Added requirements for carbon dioxide (CO_2) monitoring in newly constructed projects and qualifying additions and alterations for University of California, California State University, and private school classrooms, lecture and post-secondary classrooms.

Building Standards Commission and Division of the State Architect – Structural Safety

Section 5.303.3.4.6 Pre-rinse spray valve

Replaced references to and reprints from California Code of Regulations, Title 20, Appliance Efficiency Regulations with reference to the California Plumbing Code (Part 5 of Title 24), Section 420.3. Added “Commercial Pre-Rinse Spray Valves” to clarify application.

Division of the State Architect – Structural Safety

5.506.3 Carbon dioxide (CO_2) monitoring in classrooms

Amended description of classrooms that shall be equipped with a carbon dioxide monitor or sensor to include “other similar rooms that are used for group instruction.”

Chapter A4 – Residential Voluntary Measures

Department of Housing and Community Development

A4.106.8.2.1 Multifamily dwellings, hotels and motels

- Increased numbers of Low Power Level 2 EV and Level 2 EV charging receptacles for dwelling units with assigned and unassigned parking relative to the mandatory requirements.
- Increased EV-ready parking spaces with Low Power Level 2 EV receptacles from fifty (50) percent to sixty (60) percent.
- Specified raceway capacity requirements for future upgrades to electrical conductors.
- Clarified exceptions regarding EV charging in parking facilities served by parking lifts.
- Increased compliance requirements and percentages for EV-ready parking spaces with EV chargers from fifteen (15) percent to forty (40) percent of the total number of parking spaces.
- Clarified that, when practical, EV charging receptacles at assigned parking spaces shall be provided with a dedicated branch circuit connected to the dwelling unit’s electrical panel.
- Amended requirements for multifamily parking facilities with unassigned or common use parking spaces shall be provided with Level 2 EV chargers at a rate of forty (40) percent, an increase from current fifteen (15) percent.
- Deleted Tier 2 options for EV Ready and EV charging receptacles in multifamily parking facilities.
- Deleted Tier 2 options for EV chargers for projects with 20 or more dwelling units, sleeping units or guest rooms.

A4.106.9 Bicycle parking

Deleted, relocated to Chapter 4, and amended.

California Energy Commission

Section A4.203 Performance approach for newly constructed buildings

Repealed various existing voluntary code sections and provisions to renumber, reformat, modify, and adopt new sections addressing newly defined terms regarding energy efficiency, climate zone compliance margins, as well as lighting efficiency consultation requirements for local electric service providers.

Section A4.204 Requirements for alterations to existing buildings
Added voluntary provisions regarding mechanical ventilation systems and solar heating systems for altered pool and spa heating in existing multifamily facilities.

Chapter A5 – Nonresidential Voluntary Measures

Building Standards Commission

Table A5.106.5.3.1 Tier 1 EV capable spaces and EVCS
Table A5.106.5.3.3 Tier 2 EV capable spaces and EVCS
Amended by adding a title and creating separate columns for “Other than Office and Retail” and “Office and Retail.”

Amended Footnote #2 to clarify that each EVCS shall reduce the number of required EV capable spaces by the same number.

Table A5.106.5.3.2 Tier 1 EVCS–Power allocation method
Table A5.106.5.3.4 Tier 2 EVCS–Power allocation method
Amended by adding a title and creating separate columns for “Other than Office and Retail” and “Office and Retail.” Amended Footnote # 3 and added Footnote #5.

California Energy Commission

Section A5.203 Performance approach
Repealed various existing voluntary code sections and provisions to renumber, reformat, modify, and adopt new sections addressing newly defined terms regarding energy efficiency, climate zone compliance margins, as well as lighting efficiency consultation requirements for local electric service providers.

Section A5.204 Requirements for alterations to existing buildings
Added to address provisions regarding mechanical ventilation systems, and solar heating systems for altered pool and spa heating in existing nonresidential facilities.

Section A5.211 Reserved
The requirements of A5.211 “Renewable Energy” no longer apply to voluntary measures addressing reliable reductions in wasteful, uneconomic, inefficient, or unnecessary consumption of energy as directed by California Public Resources Code Sections 25213 and 25402 due to issues with implementation and enforcement.

Section A5.213 Energy efficient framing
Changed the section title from “Energy Efficient Steel Framing” to “Energy Efficient Framing.”

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Attachment C

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2025
CALIFORNIA ENERGY CODE



Photo Credit: Natalia Knezevic

1356

Executive Summary

The California Energy Commission (CEC) is the state's primary energy policy and planning agency with a mission to lead the state to a 100 percent clean energy future. The CEC develops policy to increase the efficiency of energy use, reduce energy costs, align electricity demand with the availability of clean energy resources, limit environmental impacts from energy generation and use, and ensure safe, resilient, and reliable supplies of energy.

What Does the CEC Have to Do With the Building Code?

As California's energy policy agency, the CEC was mandated by the Warren-Alquist Act to periodically update and adopt building standards that increase the energy efficiency of buildings. To implement this mandate, the CEC updates the Building Energy Efficiency Standards (including requirements in Title 24, Part 6 and voluntary standards in Title 24, Part 11) for new construction and renovations to existing buildings. The CEC engages in a lengthy public process, including workshops, hearings and public comment to inform each triennial update, culminating in the adoption of the new standards.

After CEC adoption, the standards are submitted to the California Building Standards Commission for approval and inclusion with other changes to the building code. The Energy Code is designed to be cost-effective so that structures built to code are still affordable, while helping California manage energy demand and advance the state's climate and clean air goals by reducing greenhouse gas emissions.

The Energy Code has revolutionized building construction in California and influenced efficiency goals and practices across the country, and around the globe. In 2022, the code was honored by the Clean Energy States Alliance with a State Leadership in Clean Energy Award.

HOMES AND BUSINESSES USE NEARLY 70% OF CALIFORNIA'S ELECTRICITY

How Do Standards Affect Me?

The standards help everyone! Buildings that are designed and constructed for energy efficiency reduce utility bills and improve comfort inside buildings. Buildings will increasingly rely on heat pumps for space and water heating, simultaneously boosting efficiency and reducing emissions of harmful smog-forming pollutants and climate-changing gases. The standards increase the value of properties by making them more affordable to operate.

The standards also preserve California's water supply and save energy by reducing water use in homes and nonresidential buildings. One measure in the newly-adopted code reduces the size of plumbing pipes in homes to reflect the lower water use of modern plumbing fixtures; another uses water more efficiently for cooling in chillers and cooling towers.



Photo Credit: Merle Stern

2025 Energy Code Benefits

New and more efficient technologies are constantly under development, often supported by funding from state programs. These are crucial steps in the state's progress toward 100 percent clean electricity and carbon neutrality. Some benefits of the 2025 Update include:

- Reducing GHG emissions by encouraging heat pumps for space and water heating in most new buildings and requiring more efficient systems, including heat pumps, in some alteration projects in existing nonresidential buildings.
- Increasing on-site renewable energy using solar panels and batteries, which provide backup power and let customers manage their energy use, while minimizing exports to the electrical grid.
- Encouraging automation of loads to be flexible. Such flexibility can enhance grid reliability, reduce emissions and save consumers money.
- Improving indoor air quality and public health through better ventilation.

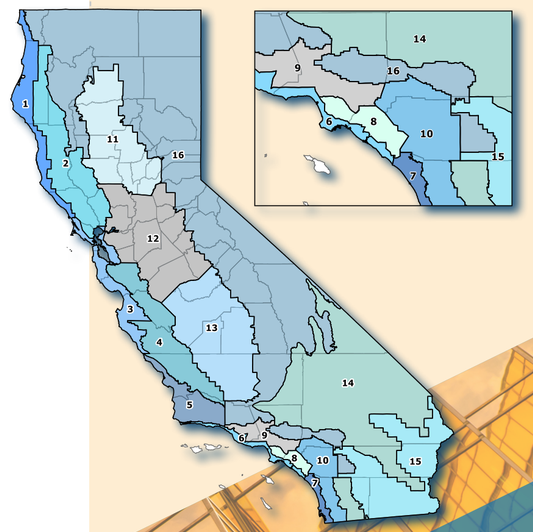
The Energy Code in Action

Since 1978, the Building Energy Efficiency Standards have supported California's long-term strategy to meet rising energy demand, conserve resources, and act as an environmental steward. All standards under consideration must be cost-effective and technically feasible to be adopted. This ensures that new buildings perform well for the long-term by requiring, for example, a quality building envelope (walls, roof, windows), properly installed mechanical systems, and efficient lighting.

IN 2022, THE ENERGY CODE WAS HONORED BY THE CLEAN ENERGY STATES ALLIANCE WITH A STATE LEADERSHIP IN CLEAN ENERGY AWARD

Standards Adapted for Each Climate Zone

California is so vast and varied in landscape and weather that one building design can't be the most energy efficient everywhere. To accommodate differences, the state is divided into 16 climate zones. Each zone represents a geographic area based on such factors as temperature, weather, and typical energy use. Each building type in each zone has an assigned energy budget: the amount of energy that a building (or portion of a building) is designed to consume, based on a package of cost-effective efficiency measures.



The Energy-Efficient Revolution Continues

From their first iteration in the 1970s, the building standards have focused primarily on ensuring energy efficiency. Improvements in energy efficiency align well with California's more recent goals to reduce GHG emissions and improve grid resilience. On-site solar generation systems and battery energy storage strengthen the grid and help manage utility bills while reducing GHG emissions. Efficient appliances such as heat-pump-based heating, ventilation, and air conditioning (HVAC) systems and water heaters can follow signals from utilities and third-party service providers to further enhance the reliability of power supply and reduce consumers' energy bills. Such load flexibility -- shifting energy use to cleaner, less expensive generation hours – will help Californians decarbonize at least cost.

WHAT'S NEW FOR 2025?

With climate change impacts accelerating, there is an even greater need for comfortable, efficient, and resilient buildings. Each updated code guides the construction of buildings to keep energy use down, better withstand extreme weather, and reduce climate and air pollution.





How Does the 2025 Energy Code Affect Homes?

- Encourages inherently efficient heat pumps for space conditioning and water heating in newly constructed single-family and some multifamily homes.
- Establishes electric-ready requirements for some multifamily buildings, so owners can more easily switch to cleaner electric appliances, when ready.
- Updates HVAC efficiency and controls standards.
- Strengthens ventilation standards to improve indoor air quality in multifamily buildings.

How Does It Affect Businesses?

- Encourages expanded use of heat pumps for space conditioning in select newly constructed, nonresidential buildings.
- Replaces end-of-life rooftop HVAC units of a certain size with high efficiency systems including heat pumps for existing retail, schools, offices and libraries.
- Establishes electric-ready requirements for commercial kitchens, so owners can more easily switch to cleaner electric appliances, when ready.
- Adds solar photovoltaic and battery energy storage requirements for assembly buildings, including those for religious worship, sport and recreation to make clean energy available for onsite use while minimizing exports to the electrical grid.
- Updates photovoltaic and battery energy storage standards for multifamily and nonresidential buildings to be cost effective in the face of revised billing rules while minimizing exports to the electrical grid.
- Updates HVAC efficiency and control standards for nonresidential buildings.

THE PROPOSED STANDARDS FOR 2025 ARE COST-EFFECTIVE AND ARE ESTIMATED TO PROVIDE $4.8 BILLION IN STATEWIDE ENERGY COST SAVINGS

Cleaning up Existing Buildings

In addition to newly constructed buildings, the standards apply to substantial additions and alterations to existing homes and businesses.

At least 50 percent of single-family homes and nearly 60 percent of California's apartment complexes (about 14 million total residences) were built before the state's first energy standards.

Updating older buildings is critical to reduce their energy use and GHG emissions. Some of these older buildings are being updated at low or no cost through a variety of programs funded by the CEC and other state agencies.



CALGreen, Reach Codes, and Voluntary Standards

California is an international leader in energy efficiency and clean energy. Nonetheless, many of its cities and counties are interested in adopting standards that exceed state minimums. The California Green Building Standards (CALGreen or Part 11 of Title 24) include voluntary "reach codes" that offer model building code language for local governments wishing to go beyond the minimum requirements for their climate zone.

Historically, such local ordinances have served as a bellwether for statewide standards. They provide a place to test market readiness for new technologies and regulations, drive innovation of new technologies and efficiencies, and bring down the cost of efficient building technologies by creating consumer demand that encourages larger-scale manufacturing.

For 2025, CALGreen proposals include the following voluntary elements:

Performance compliance margins for new single-family homes.

- *Benefits: This measure enhances the energy efficiency of single-family homes through performance targets that focus on more efficient hot water and HVAC systems.*

Outdoor lighting requirements for new residential and nonresidential buildings.

- *Benefits: Increase efficiency of outdoor lighting through proper aiming and tilting.*

Installation of a heat pump when replacing an air conditioner in an existing single-family home.

- *Benefits: Increasing the energy efficiency of space conditioning in existing buildings. This measure also reduces GHG emissions.*

Installation of a solar thermal pool heater or heat pump pool heater when replacing pool or spa heaters in existing multifamily or nonresidential buildings.

- *Benefits: Improving the efficiency of pool and/or spa heaters and reducing GHG emissions. That encourages larger-scale manufacturing.*

2025 Energy Code Update Timeline

- California Energy Commission Adoption:
  September 2024
- Approval for Inclusion in California's Building Code:
  December 2024
- Effective Date:
  January 1, 2026

For Further Reading

- The Rulemaking Process:
  www energy.ca.gov/2025EnergyCode
- Load Flexibility:
  www.energy.ca.gov/LoadFlex

Governor
Gavin Newsom

Executive Director
Drew Bohan

Commissioners
David Hochschild, Chair
Siva Gunda, Vice Chair
Noemi O. Gallardo
J. Andrew McAllister, Ph.D.
Patricia Monahan

December 2024

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1361

County of Monterey

Board Report

Legistar File Number: ORD 25-016

Item No.43

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 10/30/2025

Current Status: General Government - Consent

Version: 1

Matter Type: Ordinance

Introduce, waive first reading, and set December 9, 2025 at 10:30 a.m. as the date and time to consider adoption of ordinance amending Chapter 14.12 of the Monterey County Code to update the definitions of "bicycle" and "electric bicycle", to add language permitting the use of electronic bicycles in the same manner and locations as traditional bicycles, and to add language concerning which type of trail users must yield to other trails users within County Parks.

RECOMMENDATION:
It is recommended that the Board of Supervisors introduce, waive first reading, and set December 9, 2025 at 10:30 a.m. as the date and time to consider adoption of ordinance amending Chapter 14.12 of the Monterey County Code to update the definitions of "bicycle" and "electric bicycle", to add language permitting the use of electronic bicycles in the same manner and locations as traditional bicycles, and to add language concerning which type of trail users must yield to other trails users within County Parks.

SUMMARY:
The ordinance to Chapter 14.12 of the Monterey County Code will update the definitions of "bicycle" and "electric bicycle", to add language permitting the use of electronic bicycles in the same manner and locations as traditional bicycles, and to add language concerning which type of trail users must yield to other trails users within County Parks. This is consistent with the California Vehicle Code.

DISCUSSION:
On December 2, 2021, the County of Monterey Parks Commission (Commission) received a comprehensive informational report regarding the use of electric bicycles within various jurisdictional boundaries including the County of Monterey.

On December 1, 2022, an Ad Hoc Committee (Committee) was formed to research e-bikes and meet with local community members regarding the use of e-bikes in County parks. The newly formed Committee consisted of Commissioners Getzelman, Sanchez and Stracke.

On July 2023, the Commission released a County-wide survey to gather information regarding a possible update to the ordinance for e-bike use within County parks which was posted on social media platforms, advertised in local media, and distributed to user groups previously involved with trail use at County parks. This survey was also distributed to specialty use groups such as the Monterey Offroad Cycling Association (MORCA), community members, park visitors, and County employees.

The survey results were presented between November 2023 through October 2024. The results showed the public was in favor of allowing e-bikes to be used in County parks. There were further discussions between the Commissioners and staff regarding speed limits, trail etiquette and whether other electric transportation modalities should be allowed.

On October 2, 2025, the Commission considered and voted to move forward with the recommendation that Chapter 14.12 of the Monterey County Code be amended.

Staff now returns with a draft ordinance for the Board's consideration (Attachment A). The ordinance amends Chapter 14.12 of the Monterey County Code definition of "bicycle" and "electric bicycle" and amends the language to permit the use of electronic bicycle in the same manner and locations as traditional bikes within the Monterey County Parks, and adds language which states that bicycle and electric bicycle users must yield to pedestrians and equestrians, and that pedestrians must yield to equestrians. The amended language is consistent with the California Vehicle Code.

OTHER AGENCY INVOLVEMENT:
The Department of Public Works, Facilities, and Parks - Parks Division conferred with the Bureau of Land Management, California State Parks, and the Monterey Peninsula Regional Park District regarding existing e-bike regulations. Comments were received from the Transportation Agency of Monterey County, Bicycle and Pedestrian Advisory Committee.

FINANCING:
There is no fiscal impact with this item.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action will help users combine the benefits of active transportation with inclusivity. The electric motor will help riders cover greater distances, making e-bikes more suitable for a wider range of cyclists, including those individuals with disabilities.

__X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Maribel Zendejas, Management Analyst II,831-755-5304
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Mike Whilden, Deputy County Counsel
Approved by: Kelly L. Donlon, Assistant County Counsel, x 5313
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, and Parks

Attachments:
Attachment A - Chapter 14.12 Electric Bicycle Ordinance Amendment (clean)
Attachment B - Chapter 14.12 Electric Bicycle Ordinance Amendment (redline)

County of Monterey

Board Report

Legistar File Number: ORD 25-016

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 10/30/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Ordinance

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SUMMARY:
The ordinance to Chapter 14.12 of the Monterey County Code will update the definitions of "bicycle" and "electric bicycle", to add language permitting the use of electronic bicycles in the same manner and locations as traditional bicycles, and to add language concerning which type of trail users must yield to other trails users within County Parks. This is consistent with the California Vehicle Code.

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On December 1, 2022, an Ad Hoc Committee (Committee) was formed to research e-bikes and meet with local community members regarding the use of e-bikes in County parks. The newly formed Committee consisted of Commissioners Getzelman, Sanchez and Stracke.

On July 2023, the Commission released a County-wide survey to gather information regarding a possible update to the ordinance for e-bike use within County parks which was posted on social media platforms, advertised in local media, and distributed to user groups previously involved with trail use at County parks. This survey was also distributed to specialty use groups such as the Monterey Offroad Cycling Association (MORCA), community members, park visitors, and County employees.

The survey results were presented between November 2023 through October 2024. The results showed the public was in favor of allowing e-bikes to be used in County parks. There were further discussions between the Commissioners and staff regarding speed limits, trail etiquette and whether other electric transportation modalities should be allowed.

On October 2, 2025, the Commission considered and voted to move forward with the recommendation that Chapter 14.12 of the Monterey County Code be amended.

Staff now returns with a draft ordinance for the Board's consideration (Attachment A). The ordinance amends Chapter 14.12 of the Monterey County Code definition of "bicycle" and "electric bicycle" and amends the language to permit the use of electronic bicycle in the same manner and locations as traditional bikes within the Monterey County Parks, and adds language which states that bicycle and electric bicycle users must yield to pedestrians and equestrians, and that pedestrians must yield to equestrians. The amended language is consistent with the California Vehicle Code.

OTHER AGENCY INVOLVEMENT:
The Department of Public Works, Facilities, and Parks - Parks Division conferred with the Bureau of Land Management, California State Parks, and the Monterey Peninsula Regional Park District regarding existing e-bike regulations. Comments were received from the Transportation Agency of Monterey County, Bicycle and Pedestrian Advisory Committee.

FINANCING:
There is no fiscal impact with this item.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action will help users combine the benefits of active transportation with inclusivity. The electric motor will help riders cover greater distances, making e-bikes more suitable for a wider range of cyclists, including those individuals with disabilities.

__X__ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Maribel Zendejas, Management Analyst II,831-755-5304
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Mike Whilden, Deputy County Counsel
Approved by: Kelly L. Donlon, Assistant County Counsel, x 5313
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, and Parks

Attachments:
Attachment A - Chapter 14.12 Electric Bicycle Ordinance Amendment (clean)
Attachment B - Chapter 14.12 Electric Bicycle Ordinance Amendment (redline)

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDING CHAPTER 14.12 OF THE MONTEREY COUNTY CODE TO ADDRESS ELECTRIC BICYCLE USE IN COUNTY PARKS

County Counsel Summary

This ordinance amends Chapter 14.12 of the Monterey County Code to address electric bicycle use within County of Monterey Parks. The ordinance amends the definitions of "bicycle" and "electric bicycle" to be consistent with the California Vehicle Code. The ordinance also adds language to permit use of electronic bicycles in the same manner and locations as traditional bicycles within all County Parks. Finally, the ordinance adds language concerning which type of trail users must yield to other trail users within County Parks. Specifically, bicycle and electric bicycle users must yield to pedestrians and equestrians, and pedestrians must yield to equestrians.

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. Findings.

A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens.

B. Electrical bicycles have grown in popularity in Monterey County and park users would like to use these bicycles in County parks to the same extent traditional bicycle use is currently allowed.

C. The California Legislature has enacted California Vehicle Code section 312.5 and 24016, which defines electric bicycles for purpose of the Vehicle Code based upon certain manufacturing and performance criteria. Electric bicycles which meet these definitions are treated as bicycles rather than motor vehicles for purposes of the California Vehicle Code.

D. The Board of Supervisors now desires to amend the Monterey County Code so as to permit the use of electric bicycles in County parks to the same extent traditional bicycles are used and subject to the same rules and regulations.

SECTION 2. Subsection (C) of Section 14.12.010 is hereby amended to read as follows:

C. "Bicycle" means any device with one or more wheels that is exclusively human powered, including but not limited to mountain bikes, cruisers, and street bicycles, and as further defined in California Vehicle Code section 231, as it may be amended from time to time.

SECTION 3. Subsection (K) of Section 14.12.010 is hereby amended to read as follows:

K. "Electric bicycle" means a bicycle equipped with fully operable pedals and an electric motor as further defined in California Vehicle Code section 312.5, as it may be amended from time to time, and that has not been tampered with or modified in violation of California Vehicle Code section 24016, as it may be amended from time to time.

SECTION 4. Subsection (B) of Section 14.12.060 is hereby amended to read as follows:

B. No person shall drive any Vehicle or ride a bicycle or electric bicycle within a County park in willful or wanton disregard for the safety of person or property.

SECTION 5. Subsection (H) of Section 14.12.060 is hereby amended to read as follows:

H. No person within a County park shall ride a bicycle or electric bicycle on any trail not authorized for such use.

SECTION 6. Subsection (I) of Section 14.12.060 is hereby amended to read as follows:

I. Any person using a County park trail must yield to other users of the trail in the following manner: (1) bicycle and electric bicycle users must yield to pedestrians and equestrians; and (2) pedestrians must yield to equestrians. Trail users may not pass another user at a speed greater than 5 miles per hour.

SECTION 7. Subsection (J) of Section 14.12.060 is hereby amended to read as follows:

J. No person within a County park shall ride a bicycle or electric bicycle on a dirt trail without wearing a protective helmet that is certified by American National Standards Institute (ANSI), Snell Memorial Foundation (SNELL), or both.

SECTION 8. SEVERABILITY. If any subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect. The Board of Supervisors hereby declares that it would have adopted this Ordinance, and each subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the article would be subsequently declared invalid or unconstitutional. The courts are hereby authorized to reform the provisions of this Section to preserve the maximum permissible effect of each subsection herein.

SECTION 9. EFFECTIVE DATE. This ordinance shall take effect on the thirtieth day following its adoption.

PASSED AND ADOPTED this _____ day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Christopher M. Lopez
Chair, Monterey County Board of Supervisors

A T T E S T:

VALERIE RALPH
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM

Kelly L. Donlon
Chief Assistant County Counsel

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDING CHAPTER 14.12 OF THE MONTEREY COUNTY CODE TO ADDRESS ELECTRIC BICYCLE USE IN COUNTY PARKS

County Counsel Summary

This ordinance amends Chapter 14.12 of the Monterey County Code to address electric bicycle use within County of Monterey Parks. The ordinance amends the definitions of "bicycle" and "electric bicycle" to be consistent with the California Vehicle Code. The ordinance also adds language to permit use of electronic bicycles in the same manner and locations as traditional bicycles within all County Parks. Finally, the ordinance adds language concerning which type of trial users must yield to other trail users within County Parks. Specifically, bicycle and electric bicycle users must yield to pedestrians and equestrians, and pedestrians must yield to equestrians.

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. Findings.

A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens.

B. Electrical bicycles have grown in popularity in Monterey County and park users would like to use these bicycles in County parks to the same extent traditional bicycle use is currently allowed.

C. The California Legislature has enacted California Vehicle Code section 312.5 and 24016, which defines electric bicycles for purpose of the Vehicle Code based upon certain manufacturing and performance criteria. Electric bicycles which meet these definitions are treated as bicycles rather than motor vehicles for purposes of the California Vehicle Code.

D. The Board of Supervisors now desires to amend the Monterey County Code so as to permit the use of electric bicycles in County parks to the same extent traditional bicycles are used and subject to the same rules and regulations.

SECTION 2. Subsection (C) of Section 14.12.010 is hereby amended to read as follows:

C. "Bicycle" means any device with one~~two~~ or more wheels that is exclusively human powered, including but not limited to mountain bikes, cruisers, and street bicycles, and as further defined in California Vehicle Code section 231, as it may be amended from time to time.

SECTION 3. Subsection (K) of Section 14.12.010 is hereby amended to read as follows:

K. "Electric bicycle" means a bicycle equipped with fully operable pedals and an electric motor as further defined in California Vehicle Code section 312.5, as it may be amended from time to time, and that has not been tampered with or modified in violation of California Vehicle Code section 24016, as it may be amended from time to time.

SECTION 4. Subsection (B) of Section 14.12.060 is hereby amended to read as follows:

B. No person shall drive any Vehicle or ride a bicycle or electric bicycle within a County park in willful or wanton disregard for the safety of person or property.

SECTION 5. Subsection (H) of Section 14.12.060 is hereby amended to read as follows:

H. No person within a County park shall ride a bicycle or electric bicycle on any trail not authorized for such use.

SECTION 6. Subsection (I) of Section 14.12.060 is hereby amended to read as follows:

I. ~~Electric bicycles are prohibited from all County park dirt trails, unless authorized by the Director.~~ Any person using a County park trail must yield to other users of the trail in the following manner: (1) bicycle and electric bicycle users must yield to pedestrians and equestrians; and (2) pedestrians must yield to equestrians. Trail users may not pass another user at a speed greater than 5 miles per hour.

SECTION 7. Subsection (J) of Section 14.12.060 is hereby amended to read as follows:

J. No person within a County park shall ride a bicycle or electric bicycle on a~~ny~~ ~~authorized~~ dirt trail without wearing a protective helmet that is certified by American National Standards Institute (ANSI), Snell Memorial Foundation (SNELL), or both.

SECTION 8. SEVERABILITY. If any subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect. The Board of Supervisors hereby declares that it would have adopted this Ordinance, and each subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the article would be subsequently declared invalid or unconstitutional. The courts are hereby authorized to reform the provisions of this Section to preserve the maximum permissible effect of each subsection herein.

SECTION 9. EFFECTIVE DATE. This ordinance shall take effect on the thirtieth day following its adoption.

PASSED AND ADOPTED this _____ day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Christopher M. Lopez
Chair, Monterey County Board of Supervisors

A T T E S T:

VALERIE RALPH
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM

Kelly L. Donlon
Chief Assistant County Counsel

County of Monterey

Board Report

Legistar File Number: RES 25-160

Item No.44

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 10/24/2025

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Acting on behalf of County Service Area No. 53-Arroyo Seco (hereinafter "CSA No. 53"): Authorize and direct the Auditor-Controller to amend Fiscal Year (FY) 2025-26 Adopted Budget for CSA No. 53, Fund 080, Appropriation Unit PFP034, increasing appropriations by $30,956 funded by unassigned fund balance (080-3101) for storm drainage repairs (4/5th vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors, acting on behalf of County Service Area No. 53-Arroyo Seco (hereinafter "CSA No. 53), authorize and direct the Auditor-Controller to amend Fiscal Year (FY) 2025-26 Adopted Budget for CSA No. 53, Fund 080, Appropriation Unit PFP034, increasing appropriations by $30,956 funded by unassigned fund balance (080-3101) for storm drainage repairs (4/5th vote required)

SUMMARY:
CSA No. 53 was formed in 1968 by Resolution No. 68-447 to provide surface drainage maintenance for the area. A recent inspection of the storm drainage infrastructure within the CSA indicated the need for sediment removal from the stormwater detention pond.

DISCUSSION:
The removal of this sediment will help to increase stormwater storage capacity of the stormwater detention pond. Without such maintenance, heavy runoff from rain may exceed the capacity of the pond, which may cause flooding.

FINANCING:
If approved, the recommended action will increase appropriations for the Fiscal Year 2025-26 Adopted Budget for CSA 53, Fund 080, Appropriation Unit PFP034, from $8,651 to $39,607, an increase of $30,956. The increase will be funded by the CSA's unassigned fund balance (080-3101). The beginning FY 2025-26 Fund Balance of $31,795 is estimated to be reduced to $5,548 by the end of the fiscal year.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
___ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
___ Diverse and Thriving Economy

Prepared by: Lynette Redman, Management Analyst III
Reviewed by: Tom Moss, PG, Senior Water Resources Hydrologist
Reviewed by: Enrique Saavedra, PE, Chief of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Resolution
Attachment B - CSA 53 FY 2025-26 Financial Summary
Attachment C - CSA 53 LAFCO Map

County of Monterey

Board Report

Legistar File Number: RES 25-160

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

November 18, 2025

Introduced: 10/24/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Acting on behalf of County Service Area No. 53-Arroyo Seco (hereinafter "CSA No. 53"): Authorize and direct the Auditor-Controller to amend Fiscal Year (FY) 2025-26 Adopted Budget for CSA No. 53, Fund 080, Appropriation Unit PFP034, increasing appropriations by $30,956 funded by unassigned fund balance (080-3101) for storm drainage repairs (4/5th vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors, acting on behalf of County Service Area No. 53-Arroyo Seco (hereinafter "CSA No. 53), authorize and direct the Auditor-Controller to amend Fiscal Year (FY) 2025-26 Adopted Budget for CSA No. 53, Fund 080, Appropriation Unit PFP034, increasing appropriations by $30,956 funded by unassigned fund balance (080-3101) for storm drainage repairs (4/5th vote required)

SUMMARY:
CSA No. 53 was formed in 1968 by Resolution No. 68-447 to provide surface drainage maintenance for the area. A recent inspection of the storm drainage infrastructure within the CSA indicated the need for sediment removal from the stormwater detention pond.

DISCUSSION:
The removal of this sediment will help to increase stormwater storage capacity of the stormwater detention pond. Without such maintenance, heavy runoff from rain may exceed the capacity of the pond, which may cause flooding.

FINANCING:
If approved, the recommended action will increase appropriations for the Fiscal Year 2025-26 Adopted Budget for CSA 53, Fund 080, Appropriation Unit PFP034, from $8,651 to $39,607, an increase of $30,956. The increase will be funded by the CSA's unassigned fund balance (080-3101). The beginning FY 2025-26 Fund Balance of $31,795 is estimated to be reduced to $5,548 by the end of the fiscal year.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
___ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
___ Diverse and Thriving Economy

Prepared by: Lynette Redman, Management Analyst III
Reviewed by: Tom Moss, PG, Senior Water Resources Hydrologist
Reviewed by: Enrique Saavedra, PE, Chief of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Resolution
Attachment B - CSA 53 FY 2025-26 Financial Summary
Attachment C - CSA 53 LAFCO Map

Board of Supervisors
County of Monterey, State of California
Resolution No. 25-

Adopt a Resolution to:	)
Amend Fiscal Year (FY) 2025-26 Adopted Budget for County	)
Service Area 53-Arroyo Seco (hereinafter CSA No. 53), Fund	)
080, Appropriation Unit FPF034, to increase appropriations by	)
$30,956 in the amount of $30,956, funded by unassigned fund	)
balance (080-3101) for storm drainage repairs (4/5th vote	)
required).	

WHEREAS, County Service Area 53 (CSA No. 53) is responsible for maintenance, repairs and improvements to the storm drainage infrastructure;

WHEREAS, a recent inspection of the storm drainage infrastructure indicated the need for sediment removal from the stormwater detention pond;

WHEREAS, this work will help to increase stormwater capacity of the stormwater detention pond;

WHEREAS, without such maintenance, heavy runoff from rain may exceed the capacity of the pond, resulting in flooding;

WHEREAS, for CSA No. 53, it is necessary to increase the FY 2025-26 Adopted Budget appropriations in Fund 080, Appropriation Unit PFP034, by $30,956, financed by unassigned fund balance, to fund storm drainage maintenance.

NOW, THEREFORE, BE IT RESOLVED THAT the Monterey County Board of Supervisors hereby:

a. Authorize and direct the Auditor-Controller to amend Fiscal Year (FY) 2025-26 Adopted Budget for County Service Area 53-Arroyo Seco, Fund 080, Appropriation Unit PFP034, increasing appropriations by $30,956, funded by unassigned fund balance (080-3101) for storm drainage maintenance (4/5th vote required).

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____ and carried this 18th day of November 2025, by the following vote, to wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book ___ for the meeting on November 18, 2025.

Dated:
File Number: _____

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy

ATTACHMENT B

CSA 53 - Arroyo Seco
FUND 080 UNIT 8566 PFP034
FINANCIAL SUMMARY FOR THE FISCAL YEAR ENDING JUNE 30, 2026

Estimated Beginning Unassigned Fund Balance		**$ 31,795**

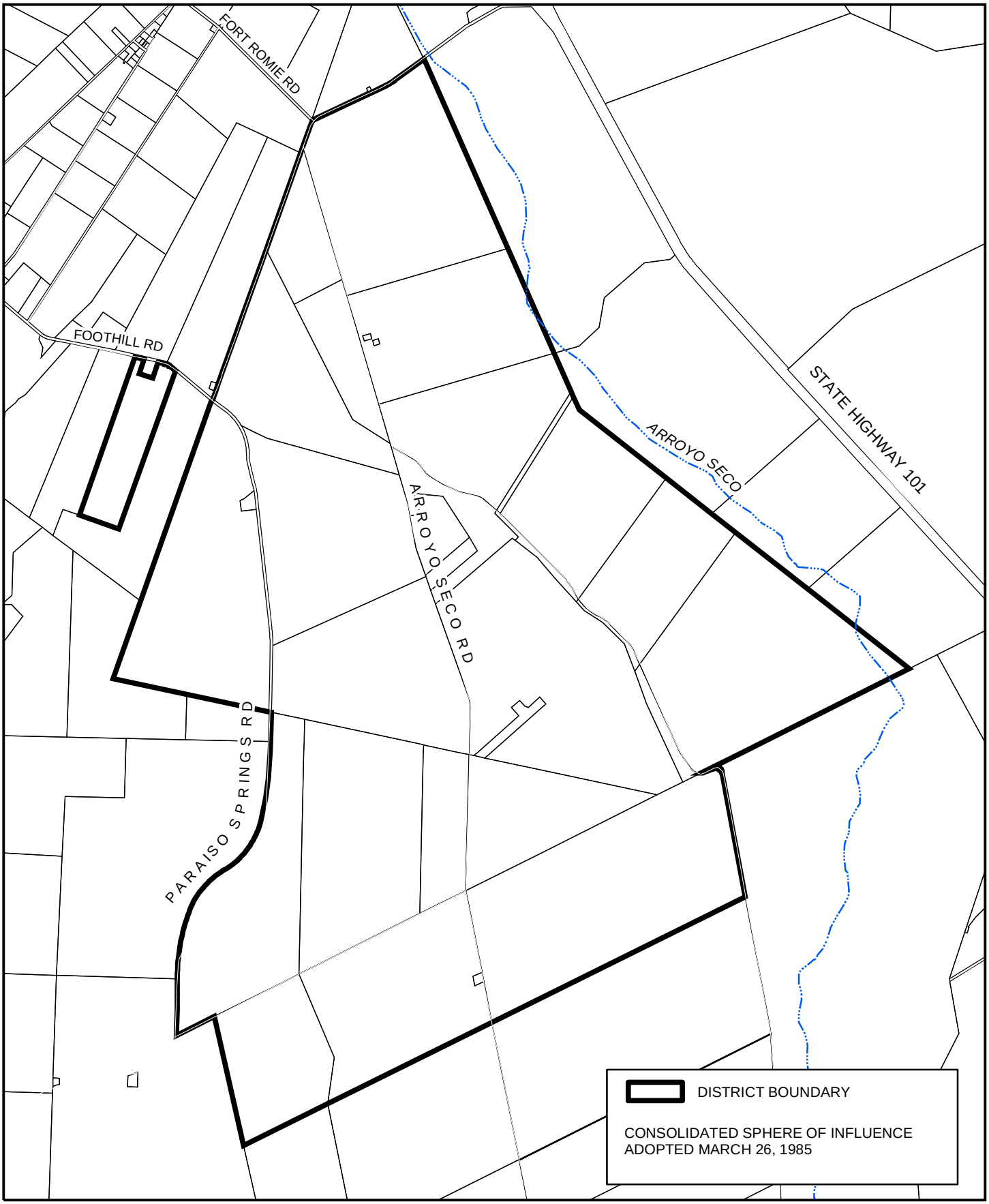
Revenue		**2025-26 Revenue Budget**	**2025-26 Year-to-Date (10-20-2025)**	**2025-26 Projected Year End Estimate**
4010	Property Tax - Current Secured	$ 9,202		$ 9,202
4015	Property Tax - Current Unsecured	$ 504		$ 504
4025	Property Tax - Prior Secured	$ 101	$ 20	$ 101
4030	Property Tax-Prior Unsecured	$ 2		$ 2
4035	Property Tax - Current Supplemental	$ 169		$ 169
4040	Property Tax - Prior Supplemental	$ 9	$ 4	$ 9
4600	Interest	$ 595		$ 595
5030	Homeowners Property Tax Relief	$ 27		$ 27
5415	Special Assessments	$ 2,751		$ 2,751
	TOTAL Revenue	**$ 13,360**	**$ 24**	**$ 13,360**

Total Financing Available		**$ 45,155**

Financing Requirements		**2025-26 Expenditure Budget**	**2025-26 Year-to-Date (10-20-2025)**	**2025-26 Projected Year End Estimate**
6311	Buildings & Imp Maint External (pond project)	$ -	$ -	$ 35,000
6312	Buildings & Imp Maint Internal (contingency)	$ 4,044	$ -	$ -
6609	Other Personnel Services *County Special Districts Staff*	$ 4,503	$ -	$ 4,503
6613	Other Professional & Special Services (prop tax)	$ 53	$ -	$ 53
6835	Other Special Departmental Expenses (NOE)	$ 51	$ -	$51
Total Projected Expenditures		**$ 8,651**	**$ -**	**$ 39,607**

Estimated Ending Fund Balance		**$ 5,548**

ATTACHMENT C



LAFCO *of Monterey County*
LOCAL AGENCY FORMATION COMMISSION
P.O. Box 1369, Salinas, CA 93902, Telephone (831) 754-5838
132 W. Gabilan St., Suite 102, Salinas, CA 93901, Fax (831) 754-5831

0 4,000
Feet

SPECIAL DISTRICTS

COUNTY SERVICE AREA # 53

ARROYO SECO - LOS COCHES, GUIDOTTI ANNEXATIONS

Introduced: 11/3/2025

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve Amendment No. 7 to Standard Agreement No. A-15607, Multi-Year Agreement #3200*5541, with Granite Construction Company to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis, to extend the term for one additional year through December 31, 2026, for a revised term from January 1, 2021 to December 31, 2026, and increase not to exceed maximum by $1,000,000 to a total of $4,100,000; and
b. Authorize the Chief Contracts and Procurement Officer or their designee to execute Amendment No. 7 to Standard Agreement No. A-15607 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve Amendment No. 7 to Standard Agreement No. A-15607, Multi-Year Agreement #3200*5541, with Granite Construction Company to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to extend the term for one additional year through December 31, 2026, for a revised term from January 1, 2021 to December 31, 2026, and increase not to exceed maximum by $1,000,000 to a total of $4,100,000; and
b. Authorize the Chief Contracts and Procurement Officer or their designee to execute Amendment No. 7 to Standard Agreement No. A-15607 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

SUMMARY:
The County of Monterey (County), Department of Public Works, Facilities and Parks (PWFP) has a continued need for fully operated, fueled and maintained construction equipment services on an on-call basis to supplement its workforce and respond to emergent needs. The recommended actions would allow for the approval of the proposed Amendment No. 7 to Standard Agreement (SA) No. A-15607 with Granite Construction Company (Attachment A) to update various provisions, update rates effective January 1, 2026, extend the term, and increase the not to exceed maximum amount to allow for continued services.

DISCUSSION:
A significant portion of County owned Road and Bridge Maintenance equipment is obsolete relative to mandated regulations (e.g., air emissions), aging and unreliable. Equipment is being replaced through a fleet asset management plan, which will span the course of years. Moreover, there is specialized equipment that must be deployed, dependent on the nature of the assignment.

To provide responsive, efficient, and high-quality public service, PWFP needs to supplement its workforce and equipment with local contractors on an "as-needed basis". The proposed Amendment No. 7 to the SA will supplement staff positions and will not impact or eliminate existing staff positions or duties.

These services also include on-call emergency response to clear roads during events such as the 2023 successive storms, when severe weather caused erosion, slip-outs, roadway obstructions from stormwater and debris flows, and culvert failures. In immediate response to storm related emergencies, PWFP relies on these services to address emergent needs, remove debris, and monitor and mitigate flooding to enhance public safety and protect life and property from these unforeseen, weather driven events.

PWFP staff recommends that the Board of Supervisors approve the proposed Amendment No. 7 to the SA. Amendment No. 7 to the SA will update various provisions, update the labor and equipment rental rates, effective January 1, 2026, extend the term for one additional year from December 31, 2025 through December 31, 2026, for a revised term from January 1, 2021 to December 31, 2026, and increase not to exceed maximum of $3,100,000 by $1,000,000 to a total of $4,100,000.

Attachments B through H, provided for reference, include SA No. A-15607 and Amendments No. 1 through 6. Attachment I provides a summary of the SA and Attachment J provides a summary of the annual expenditures and balance of the SA to date.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved Amendment No. 7 as to form, and fiscal provisions, respectively.

FINANCING:
Sufficient appropriations are available in the Fiscal Year (FY) 2025-26 Adopted Budget for Road and Bridge Maintenance, Road Fund 002, Appropriation Unit PFP004 to fund costs related to Amendment No. 7.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

These services will allow PWFP to provide efficient and responsive service to County roadways and residents, to enhance public safety and improve County infrastructure, which is consistent with the following Strategic Plan Goals:

____ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: John Coffman, Maintenance Road Maintenance Superintendent, (831) 755-4926
Janie Bettencourt, Management Analyst II, (831) 755-5184
Reviewed by: Enrique Saavedra, PE, Chief of Public Works, (831) 755-8970
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks, (831) 784-5647

Attachments:
Attachment A - Proposed Amendment No. 7 to SA
Attachment B - Amendment No. 6 to SA
Attachment C - Amendment No. 5 to SA
Attachment D - Amendment No. 4 to SA
Attachment E - Amendment No. 3 to SA
Attachment F - Amendment No. 2 to SA
Attachment G - Amendment No. 1 to SA
Attachment H - SA
Attachment I - Summary of SA
Attachment J - Summary of SA Annual Expenditures and Balance

Introduced: 11/3/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve Amendment No. 7 to Standard Agreement No. A-15607, Multi-Year Agreement #3200*5541, with Granite Construction Company to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis, to extend the term for one additional year through December 31, 2026, for a revised term from January 1, 2021 to December 31, 2026, and increase not to exceed maximum by $1,000,000 to a total of $4,100,000; and
b. Authorize the Chief Contracts and Procurement Officer or their designee to execute Amendment No. 7 to Standard Agreement No. A-15607 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve Amendment No. 7 to Standard Agreement No. A-15607, Multi-Year Agreement #3200*5541, with Granite Construction Company to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to extend the term for one additional year through December 31, 2026, for a revised term from January 1, 2021 to December 31, 2026, and increase not to exceed maximum by $1,000,000 to a total of $4,100,000; and
b. Authorize the Chief Contracts and Procurement Officer or their designee to execute Amendment No. 7 to Standard Agreement No. A-15607 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

SUMMARY:
The County of Monterey (County), Department of Public Works, Facilities and Parks (PWFP) has a continued need for fully operated, fueled and maintained construction equipment services on an on-call basis to supplement its workforce and respond to emergent needs. The recommended actions would allow for the approval of the proposed Amendment No. 7 to Standard Agreement (SA) No. A-15607 with Granite Construction Company (Attachment A) to update various provisions, update rates effective January 1, 2026, extend the term, and increase the not to exceed maximum amount to allow for continued services.

DISCUSSION:
A significant portion of County owned Road and Bridge Maintenance equipment is obsolete relative to mandated regulations (e.g., air emissions), aging and unreliable. Equipment is being replaced through a fleet asset management plan, which will span the course of years. Moreover, there is specialized equipment that must be deployed, dependent on the nature of the assignment.

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PWFP staff recommends that the Board of Supervisors approve the proposed Amendment No. 7 to the SA. Amendment No. 7 to the SA will update various provisions, update the labor and equipment rental rates, effective January 1, 2026, extend the term for one additional year from December 31, 2025 through December 31, 2026, for a revised term from January 1, 2021 to December 31, 2026, and increase not to exceed maximum of $3,100,000 by $1,000,000 to a total of $4,100,000.

Attachments B through H, provided for reference, include SA No. A-15607 and Amendments No. 1 through 6. Attachment I provides a summary of the SA and Attachment J provides a summary of the annual expenditures and balance of the SA to date.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved Amendment No. 7 as to form, and fiscal provisions, respectively.

FINANCING:
Sufficient appropriations are available in the Fiscal Year (FY) 2025-26 Adopted Budget for Road and Bridge Maintenance, Road Fund 002, Appropriation Unit PFP004 to fund costs related to Amendment No. 7.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
These services will allow PWFP to provide efficient and responsive service to County roadways and residents, to enhance public safety and improve County infrastructure, which is consistent with the following Strategic Plan Goals:

____ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: John Coffman, Maintenance Road Maintenance Superintendent, (831) 755-4926
Janie Bettencourt, Management Analyst II, (831) 755-5184
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Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks, (831) 784-5647

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Attachment B - Amendment No. 6 to SA
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Attachment G - Amendment No. 1 to SA
Attachment H - SA
Attachment I - Summary of SA
Attachment J - Summary of SA Annual Expenditures and Balance

Attachment A

Docusign Envelope ID: E520ACDC-F82A-434F-9777-D6A8FD40B3A4

AMENDMENT NO. 7
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GRANITE CONSTRUCTION COMPANY

THIS AMENDMENT NO. 7 to Standard Agreement No. A-15607 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Granite Construction Company (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-15607 with County on February 5, 2021 (hereinafter, "Agreement") to provide fully operated, fueled, and maintained construction equipment to work sites on an on-call basis (hereinafter, "services") through December 31, 2021 for an amount not to exceed $100,000; and

WHEREAS, the Agreement was amended by the Parties on November 23, 2021 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates, effective January 1, 2022, extend the term for one (1) additional year through December 31, 2022, and to increase the amount by $200,000 which resulted in a total not to exceed amount of $300,000; and

WHEREAS, the Agreement was amended by the Parties on September 22, 2022 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates, effective January 1, 2023, and extend the term for one (1) additional year through December 31, 2023 with no increase in the not to exceed amount; and

WHEREAS, the Agreement was amended by the Parties on February 6, 2023 (hereinafter, "Amendment No. 3") to increase the amount by $300,000 which resulted in a total not to exceed amount of $600,000 with no term extension; and

WHEREAS, the Agreement was amended by the Parties on April 21, 2023 (hereinafter, "Amendment No. 4", including Exhibit B - Federal Emergency Management Agency (FEMA) Provisions) to increase the amount by $2,500,000 which resulted in a total not to exceed amount of $3,100,000 with no term extension; and

WHEREAS, the Agreement was amended by the Parties on October 16, 2023 (hereinafter, "Amendment No. 5", including Exhibit A-3 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates, effective January 1, 2024, and extend the term for one (1) additional year through December 31, 2024 with no increase in the not to exceed amount; and

WHEREAS, the Agreement was amended by the Parties on November 27, 2024 (hereinafter, "Amendment No. 6", including Exhibit A-4 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates, effective January 1, 2025, and extend the term for one (1) additional year through December 31, 2025 with no increase in the not to exceed amount; and

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WHEREAS, various provisions of the Agreement require an update; and

WHEREAS, the County has a continued need for services; and

WHEREAS, the CONTRACTOR's Revised Labor and Equipment Rental Rates in Exhibit A-4 of the Agreement require an update effective January 1, 2026 in accordance with Exhibit A-5 - Revised Labor and Equipment Rental Rates, which is attached and incorporated by this reference; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update various provisions, to update the Revised Labor and Equipment Rental Rates, effective January 1, 2026, to extend the term for one (1) additional year to December 31, 2026, and to increase the amount by $1,000,000 for a total amount not to exceed $4,100,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 7.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 2.0, "Payment Provisions", to read as follows:

   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2, A-3, A-4 and A-5, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $4,100,000.

2. Amend the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from January 1, 2021 to December 31, 2026, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4.0, "Scope of Services and Additional Provisions", to add "Exhibit A-5 - Revised Labor and Equipment Rental Rates", attached and incorporated by this reference, and effective January 1, 2026.

4. Amend Paragraph 6.0, "Payment Conditions", to read as follows:

   6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

   6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

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6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

5. Amend Section 9.04, "Other Requirements", of Paragraph 9.0, "Insurance Requirements", to read as follows:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:
The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Docusign Envelope ID: E520ACDC-F82A-434F-9777-D6A8FD40B3A4

Primary Coverage:
For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects to the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:
The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

6. Amend Paragraph 10.0, "Records and Confidentiality", to add Section 10.06, "Format of Deliverables", as follows:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

Docusign Envelope ID: E520ACDC-F82A-434F-9777-D6A8FD40B3A4

7. In all places within the Agreement, any reference to "Exhibit A-4 – Revised Labor and Equipment Rental Rates", effective January 1, 2025 is hereby replaced with "Exhibit A-5 – Revised Labor and Equipment Rental Rates", effective January 1, 2026.

8. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

9. This Amendment No. 7 and all previous Amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

10. The recitals to this Amendment No. 7 are incorporated into the Agreement and this Amendment No. 7.

Docusign Envelope ID: E520ACDC-F82A-434F-9777-D6A8FD40B3A4

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY
Chief Contracts and Procurement Officer

By: _____

Its: _____
(Print Name and Title)

Date: _____

CONTRACTOR*
Granite Construction Company

By: DocuSigned by: Brent Fogg
(Signature of Chair, President or Vice President)

Its: Brent Fogg, VP Coastal Region
(Print Name and Title)

Date: 10/28/2025 | 8:09 PM PDT

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Mary Grace Perry
Mary Grace Perry
Deputy County Counsel

Date: 10/29/2025 | 12:45 PM PDT

By: Signed by: Brian R. Dowd
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Brian R. Dowd, Assistant Secretary
(Print Name and Title)

Date: 10/28/2025 | 9:06 AM PDT

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

By: DocuSigned by: Patricia Ruiz

Its: Patricia Ruiz Auditor Controller Analyst I
(Print Name and Title)

Date: 10/29/2025 | 2:04 PM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Susan K. Blitch, County Counsel

By: _____
David Bolton
Risk Manager

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

Docusign Envelope ID: E520ACDC-F82A-434F-9777-D6A8FD40B3A4

EXHIBIT A-5 - REVISED LABOR AND EQUIPMENT RENTAL RATES

Effective January 1, 2026

GRANITE™

Northern California

2026 LABOR AND EQUIPMENT RENTAL RATES

HOURLY LABOR RATES

CRAFT LABOR	ST	OT	DT
OPERATOR FOREMAN	$196	$262	$327
OPERATOR / GRADSETTER	$184	$244	$304
LABOR FOREMAN	$139	$179	$219
LABORER	$130	$165	$201
CEMENT MASON FOREMAN	$171	$227	$283
CEMENT MASON	$147	$191	$234
CARPENTER FOREMAN	$210	$281	$351
CARPENTER	$188	$247	$307
TEAMSTER	$142	$182	$222

HOURLY EQUIPMENT RATES

LOADER JD 210C 4X4/BOBCAT	$67	ROLLER 1-3 TON	$55
LOADER/BACKHOE JD 710	$124	ROLLER 4-6 TON	$146
EXCAVATOR CAT 330L	$250	ROLLER 7-9 TON	$166
EXCAVATOR CAT 345	$289	ROLLER 10+ TON	$156
EXCAVATOR CAT 365	$488	RUBBER TIRE ROLLER (9-25 TON)	$102
LOADER CAT 950	$256	66" SINGLE DRUM ROLLER	$166
LOADER CAT 966	$293	84" SINGLE DRUM ROLLER	$156
LOADER CAT 980	$314	COMPACTOR CAT 815	$231
DOZER/RIPPER CAT D6	$165	COMPACTOR CAT 825	$316
DOZER/RIPPER CAT D8	$295	POWER KICK BROOMS	$100
DOZER/RIPPER CAT D9	$397	STREET SWEEPER/PICK UP BROOM	$200
DOZER/RIPPER CAT D10	$548	WATER TRUCKS (2000 GAL)	$102
PUSH CAT D10	$405	WATER TRUCKS (3600 GAL)	$102
SCRAPER CAT 613	$175		
SCRAPER CAT 615	$223		
SCRAPER CAT 623	$225	PICKUP	$51
SCRAPER CAT 631	$275	FLATRACK	$113
MOTOR GRADER CAT 140H/143H	$161	AIR COMPRESSORS	$24
MOTOR GRADER CAT 14H/163H	$205	TRAFFIC TRUCK (w/cones & signs)	$60
MOTOR GRADER CAT 16H	$275	ASPHALT PAVER FEEDER	$135
ASPHALT PAVER	$322	MESSAGE BOARD (weekly rate)	$595
SHUTTLE BUGGY	$585	ARROW BOARD (weekly rate)	$208
OIL DISTRIBUTOR TRUCK	$100	WATER TOWER (monthly rate)	$2,678
		GPS MACHINE CONTROLS (Each)	$24

Docusign Envelope ID: E520ACDC-F82A-434F-9777-D6A8FD40B3A4

EXHIBIT A-5 - REVISED LABOR AND EQUIPMENT RENTAL RATES

Effective January 1, 2026

* The above prices are based upon availability of Granite owned equipment.
* Minimum charge of 4 hours. There is a minimum charge of 8 hours for equipment worked over 4 hours.
* Rates do not include working at night. Night and Special Single Shift add $8.00 to all rates.
* Rates do not include working in rock and/or cobble. Rates may be adjusted upwards based on site conidtions.
* Overtime will be charged for work in excess of 8 hours per shift and Saturdays.
* Double-time will be charged for work in excess of 12 hours per shift and Sundays.
* Prices for specialized equipment such as chip sealing equipment, pulverizers, crushers, off road haulers and other equipment not listed above are negotiable based on scope of project.
* Move-in/out not included in rates and will be charged at cost plus 15%.
* Rental equipment and on-road dump trucks will be charged at cost plus 15%.
* Fuel truck travel time will be billed to the owner on all equipment.
* Any non-Granite piece requiring fuel will be charged for travel time and fuel as needed.
* Subcontractors will be hired as necessary and will be charged by invoice amount plus 15%.
* Materials purchased at the request of the owner will be charged by invoice amount plus 15%.
* Any dump fees incurred will be charged by invoice plus a 15% markup.

Six Foot (6') Water Barrier: $100 per week (EA)
$260 per month (EA)
Delivery and Pickup $500 (EA)
*Does not include installation or filling with water.

Rates Effective through 12/31/2026

Attachment B

Docusign Envelope ID: 2436C401-C07B-4D86-9861-873076E030AF

AMENDMENT NO. 6
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GRANITE CONSTRUCTION COMPANY

THIS AMENDMENT NO. 6 to Standard Agreement No. A-15607 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Granite Construction Company (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-15607 with County on February 5, 2021 (hereinafter, "Agreement") to provide fully operated, fueled, and maintained construction equipment to work sites on an on-call basis (hereinafter, "services") through December 31, 2021 for an amount not to exceed $100,000; and

WHEREAS, the Agreement was amended by the Parties on November 23, 2021 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates, effective January 1, 2022, extend the term for one (1) additional year through December 31, 2022, and to increase the amount by $200,000 which resulted in a total not to exceed amount of $300,000; and

WHEREAS, the Agreement was amended by the Parties on September 22, 2022 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates, effective January 1, 2023, and extend the term for one (1) additional year through December 31, 2023 with no increase in the amount; and

WHEREAS, the Agreement was amended by the Parties on February 6, 2023 (hereinafter, "Amendment No. 3") to increase the amount by $300,000 which resulted in a total not to exceed amount of $600,000 with no term extension; and

WHEREAS, the Agreement was amended by the Parties on April 21, 2023 (hereinafter, "Amendment No. 4", including Exhibit B - Federal Emergency Management Agency (FEMA) Provisions) to increase the amount by $2,500,000 which resulted in a total not to exceed amount of $3,100,000 with no term extension; and

WHEREAS, the Agreement was amended by the Parties on October 16, 2023 (hereinafter, "Amendment No. 5", including Exhibit A-3 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates effective January 1, 2024 and extend the term for one (1) additional year through December 31, 2024 with no increase in the not to exceed amount; and

WHEREAS, various provisions of the Agreement require an update; and

WHEREAS, the County has a continued need for services; and

Docusign Envelope ID: 2436C401-C07B-4D86-9861-873076E030AF

WHEREAS, the CONTRACTOR's Revised Labor and Equipment Rental Rates in Exhibit A-3 of the Agreement require an update effective January 1, 2025 in accordance with Exhibit A-4 Revised Labor and Equipment Rental Rates, which is attached and incorporated by this reference; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update various provisions, to update the Revised Labor and Equipment Rental Rates effective January 1, 2025, and to extend the term for one (1) additional year to December 31, 2025 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 6.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 2.0, "Payment Provisions", to read as follows:

   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2, A-3 and A-4, subject to the limitations set forth in this Agreement.

2. Amend the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from January 1, 2021 to December 31, 2025, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4.0, "Scope of Services and Additional Provisions", to add "Exhibit A-4 - Revised Labor and Equipment Rental Rates", effective January 1, 2025.

4. Amend Paragraph 6.0, "Payment Conditions", to read as follows:

   6.01 Prices/rate changes shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

   6.02 Negotiations for price/rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

   6.03 Invoice amounts shall be billed directly to the ordering department.

   6.04 CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30

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days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 If reimbursement for **mileage expenses** is set forth in this Agreement in Exhibit A – Scope of Services/Payment Provisions, then the Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for **mileage** based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

5. Amend Section 9.03, "Insurance Coverage Requirements", of Paragraph 9.0, "Insurance Requirements", to read as follows:

Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

Docusign Envelope ID: 2436C401-C07B-4D86-9861-873076E030AF

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the CONTRACTOR is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

6. Amend Section 9.04, "Other Requirements", of Paragraph 9.0, "Insurance Requirements", to read as follows:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:
The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials,

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parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:
For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:
CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

7. In all places within the Agreement, any reference to Department of Public Works, Facilities, & Parks is hereby replaced with Department of Public Works, Facilities and Parks (PWFP).

8. In all places within the Agreement, any reference to County's email address of PWFP-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with PWFP-Finance-AP@countyofmonterey.gov.

9. In all places within the Agreement, any reference to "Exhibit A-3 – Revised Labor and Equipment Rental Rates", effective January 1, 2024 is hereby replaced with "Exhibit A-4 – Revised Labor and Equipment Rental Rates", effective January 1, 2025.

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10. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

11. This Amendment No. 6 and all previous Amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

12. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

Docusign Envelope ID: 2436C401-C07B-4D86-9861-873076E030AF

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY
Debra R. Wilson, Contracts/Purchasing Officer

By: DocuSigned by: Debra Wilson 7B741937AA0D41B...

Its: Debra Wilson Contracts & Purchasing Officer
(Print Name and Title)

Date: 11/27/2024 | 8:16 AM PST

CONTRACTOR*
Granite Construction Company

By: DocuSigned by: Brent Fogg 54DB1186040444F...

Its: Brent Fogg, VP Coastal Region
(Print Name and Title)

Date: 11/22/2024 | 9:07 AM PST

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Michael Whilden 2C6F38174D4940D...

Michael J. Whilden
Deputy County Counsel

Date: 11/26/2024 | 1:12 PM PST

By: Signed by: Brian R. Dowd C97287F8EF97448...

Its: Brian R. Dowd, Assistant Secretary
(Print Name and Title)

Date: 11/22/2024 | 3:12 PM PST

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...

Its: Jennifer Forsyth Auditor-Controller Analyst II
(Print Name and Title)

Date: 11/26/2024 | 3:26 PM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Susan K. Blitch, County Counsel

By:

David Bolton
Risk Manager

Date:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement

Docusign Envelope ID: 2436C401-C07B-4D86-9861-873076E030AF

EXHIBIT A-4 - REVISED LABOR AND EQUIPMENT RENTAL RATES

Effective January 1, 2025

GRANITE™

County of Monterey Emergency On-Call

2025 Labor and Equipment Rental Rates

HOURLY LABOR RATES

CRAFT LABOR	ST	OT	DT
OPERATOR FOREMAN	$200	$265	$330
OPERATOR / GRADSETTER	$187	$246	$305
LABOR FOREMAN	$152	$196	$240
LABORER	$135	$171	$207
CEMENT MASON FOREMAN	$172	$227	$281
CEMENT MASON	$149	$193	$236
CARPENTER FOREMAN	$217	$290	$362
CARPENTER	$187	$245	$303
TEAMSTER	$147	$186	$226

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LOADER/BACKHOE JD 710	$129	ROLLER 4-6 TON	$151
EXCAVATOR CAT 330L	$255	ROLLER 7-9 TON	$171
EXCAVATOR CAT 345	$294	ROLLER 10+ TON	$161
EXCAVATOR CAT 365	$493	RUBBER TIRE ROLLER (9-25 TON)	$107
LOADER CAT 950	$261	66" SINGLE DRUM ROLLER	$171
LOADER CAT 966	$298	84" SINGLE DRUM ROLLER	$161
LOADER CAT 980	$319	COMPACTOR CAT 815	$236
DOZER/RIPPER CAT D6	$184	COMPACTOR CAT 825	$321
DOZER/RIPPER CAT D8	$303	POWER KICK BROOMS	$105
DOZER/RIPPER CAT D9	$402	STREET SWEEPER/PICK UP BROOM	$210
DOZER/RIPPER CAT D10	$553	WATER TRUCKS (2000 GAL)	$107
PUSH CAT D10	$497	WATER TRUCKS (3600 GAL)	$107
SCRAPER CAT 613	$180		
SCRAPER CAT 615	$230		
SCRAPER CAT 623	$230	PICKUP	$56
SCRAPER CAT 631	$280	FLATRACK	$118
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MOTOR GRADER CAT 16H	$280	ASPHALT PAVER FEEDER	$144
ASPHALT PAVER	$361	MESSAGE BOARD (weekly rate)	$600
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* The above prices are based upon availability of Granite owned equipment.
* Minimum charge of 4 hours. There is a minimum charge of 8 hours for equipment worked over 4 hours.
* Rates do not include working at night. Night and Special Shift Add $8.00 to all rates
* Rates do not include working in rock and/or cobble. Rates may be adjusted upwards based on site conditions.

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EXHIBIT A-4 - REVISED LABOR AND EQUIPMENT RENTAL RATES

Effective January 1, 2025

* Overtime will be charged for work in excess of 8 hours per shift and Saturdays.
* Double-time will be charged for work in excess of 12 hours per shift and Sundays.
* Prices for specialized equipment such as chip sealing equipment, pulverizers, crushers, off road haulers and other equipment not listed above are negotiable based on scope of project.
* Move-in/out not included in rates and will be charged at cost plus 15%.
* Rental equipment and on-road dump trucks will be charged at cost plus 15%.
* Fuel Truck Travel time will be billed to the owner on all equipment
* Any non-granite piece requiring fuel will be charged for travel time and fuel as needed.
* Subcontractors will be hired as necessary and will be charged by invoice amount plus 15%.
* Materials purchased will be charged by invoice amount plus 15%
* Any Dump fees incurred will be charged by invoice plus a 15% markup.
* Foreman and Lead personnel completing timecards will charge a minimum 1 additional hour per shift.

Six Foot (6') Water Barrier*:	$100.00 per week each $300.00 per month each Delivery or Pickup: $500.00 (Each Load) *Does not include installation or filling with water

Rates Effective through 12/31/2025

Docusign Envelope ID: 0EEC44EC-8773-42AA-956C-10EC8D2B29DE

EXHIBIT A-4 - REVISED LABOR AND EQUIPMENT RENTAL RATES

Effective January 1, 2025

GRANITE™

County of Monterey Emergency On-Call

2025 Labor and Equipment Rental Rates

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CEMENT MASON FOREMAN	$172	$227	$281
CEMENT MASON	$149	$193	$236
CARPENTER FOREMAN	$217	$290	$362
CARPENTER	$187	$245	$303
TEAMSTER	$147	$186	$226

HOURLY EQUIPMENT RATES

LOADER JD 210C 4X4/BOBCAT	$72	ROLLER 1-3 TON	$70
LOADER/BACKHOE JD 710	$129	ROLLER 4-6 TON	$151
EXCAVATOR CAT 330L	$255	ROLLER 7-9 TON	$171
EXCAVATOR CAT 345	$294	ROLLER 10+ TON	$161
EXCAVATOR CAT 365	$493	RUBBER TIRE ROLLER (9-25 TON)	$107
LOADER CAT 950	$261	66" SINGLE DRUM ROLLER	$171
LOADER CAT 966	$298	84" SINGLE DRUM ROLLER	$161
LOADER CAT 980	$319	COMPACTOR CAT 815	$236
DOZER/RIPPER CAT D6	$184	COMPACTOR CAT 825	$321
DOZER/RIPPER CAT D8	$303	POWER KICK BROOMS	$105
DOZER/RIPPER CAT D9	$402	STREET SWEEPER/PICK UP BROOM	$210
DOZER/RIPPER CAT D10	$553	WATER TRUCKS (2000 GAL)	$107
PUSH CAT D10	$497	WATER TRUCKS (3600 GAL)	$107
SCRAPER CAT 613	$180		
SCRAPER CAT 615	$230		
SCRAPER CAT 623	$230	PICKUP	$56
SCRAPER CAT 631	$280	FLATRACK	$118
MOTOR GRADER CAT 140H/143H	$166	AIR COMPRESSORS	$29
MOTOR GRADER CAT 14H/163H	$210	TRAFFIC TRUCK (w/cones & signs)	$65
MOTOR GRADER CAT 16H	$280	ASPHALT PAVER FEEDER	$144
ASPHALT PAVER	$361	MESSAGE BOARD (weekly rate)	$600
SHUTTLE BUGGY	$585	ARROW BOARD (weekly rate)	$213
OIL DISTRIBUTOR TRUCK	$130	WATER TOWER (monthly rate)	$2,683

* The above prices are based upon availability of Granite owned equipment.
* Minimum charge of 4 hours. There is a minimum charge of 8 hours for equipment worked over 4 hours.
* Rates do not include working at night. Night and Special Shift Add $8.00 to all rates
* Rates do not include working in rock and/or cobble. Rates may be adjusted upwards based on site conditions.

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EXHIBIT A-4 - REVISED LABOR AND EQUIPMENT RENTAL RATES

Effective January 1, 2025

* Overtime will be charged for work in excess of 8 hours per shift and Saturdays.
* Double-time will be charged for work in excess of 12 hours per shift and Sundays.
* Prices for specialized equipment such as chip sealing equipment, pulverizers, crushers, off road haulers and other equipment not listed above are negotiable based on scope of project.
* Move-in/out not included in rates and will be charged at cost plus 15%.
* Rental equipment and on-road dump trucks will be charged at cost plus 15%.
* Fuel Truck Travel time will be billed to the owner on all equipment
* Any non-granite piece requiring fuel will be charged for travel time and fuel as needed.
* Subcontractors will be hired as necessary and will be charged by invoice amount plus 15%.
* Materials purchased will be charged by invoice amount plus 15%
* Any Dump fees incurred will be charged by invoice plus a 15% markup.
* Foreman and Lead personnel completing timecards will charge a minimum 1 additional hour per shift.

Six Foot (6') Water Barrier*:	$100.00 per week each $300.00 per month each Delivery or Pickup: $500.00 (Each Load) *Does not include installation or filling with water

Rates Effective through 12/31/2025

Attachment C

DocuSign Envelope ID: 74666C06-F25A-4A29-B8A9-B13D28F7BD78

AMENDMENT NO. 5
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GRANITE CONSTRUCTION COMPANY

THIS AMENDMENT NO. 5 to Standard Agreement No. A-15607 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Granite Construction Company (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-15607 with County on February 5, 2021 (hereinafter, "Agreement") to provide fully operated, fueled, and maintained construction equipment to work sites on an on-call basis (hereinafter, "services") through December 31, 2021 for an amount not to exceed $100,000; and

WHEREAS, the Agreement was amended by the Parties on November 23, 2021 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates, effective January 1, 2022, extend the term for one (1) additional year through December 31, 2022, and to increase the amount by $200,000 which resulted in a total not to exceed amount of $300,000; and

WHEREAS, the Agreement was amended by the Parties on September 22, 2022 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates, effective January 1, 2023, and extend the term for one (1) additional year through December 31, 2023 with no increase in the amount; and

WHEREAS, the Agreement was amended by the Parties on February 6, 2023 (hereinafter, "Amendment No. 3") to increase the amount by $300,000 which resulted in a total not to exceed amount of $600,000 with no term extension; and

WHEREAS, the Agreement was amended by the Parties on April 21, 2023 (hereinafter, "Amendment No. 4", including Exhibit B - Federal Emergency Management Agency (FEMA) Provisions) to increase the amount by $2,500,000 which resulted in a total not to exceed amount of $3,100,000 with no term extension; and

WHEREAS, the County has a continued need for services; and

WHEREAS, the CONTRACTOR's Revised Labor and Equipment Rental Rates in Exhibit A-2 of the Agreement require an update effective January 1, 2024, in accordance with Exhibit A-3 Revised Labor and Equipment Rental Rates, which is attached and incorporated by this reference; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

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WHEREAS, the Parties wish to further amend the Agreement to update the Revised Labor and Equipment Rental Rates effective January 1, 2024 extend the term for one (1) additional year to December 31, 2024 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 5.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 2.0, "Payment Provisions", to read as follows:

   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2, and A-3, subject to the limitations set forth in this Agreement.

2. Amend the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from January 1, 2021 to December 31, 2024, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4.0, "Scope of Services and Additional Provisions", to add "Exhibit A-3 - Revised Labor and Equipment Rental Rates", effective January 1, 2024.

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

5. This Amendment No. 5 and all previous Amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

6. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

DocuSign Envelope ID: 74666C06-F25A-4A29-B8A9-B13D28F7BD78

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY
Debra R. Wilson, Contracts/Purchasing Officer

By: DocuSigned by: Angelica Rueles 4DFC1176E799451...

Its: MA III/ Deputy Purchasing Agent
(Print Name and Title)

Date: 10/16/2023 | 8:30 AM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Mary Grace Perry A1933B26E717442...
Mary Grace Perry
Deputy County Counsel

Date: 10/12/2023 | 2:05 PM PDT

Approved as to Fiscal Provisions
Rupa Shah, Auditor/Controller

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...

Its: Auditor-Controller Analyst II
(Print Name and Title)

Date: 10/12/2023 | 3:39 PM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
David Bolton, Risk Manager

By: _____

Its: _____
(Print Name and Title)

Date: _____

CONTRACTOR
Granite Construction Company

By: _____
(Signature of Chair, President or Vice President)

Its: Brent Fogg, VP Coastal Region
(Print Name and Title)

Date: October 9, 2023

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Brian R. Dowd, Assistant Secretary
(Print Name and Title)

Date: October 9, 2023

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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EXHIBIT A-3 – REVISED LABOR AND EQUIPMENT RENTAL RATES

Effective January 1, 2024

GRANITE™

County of Monterey Emergency On-call

2024 LABOR AND EQUIPMENT RENTAL RATES

HOURLY LABOR RATES

CRAFT LABOR	ST	OT	DT
OPERATOR FOREMAN	$195	$260	$326
OPERATOR / GRADSETTER	$182	$241	$301
LABOR FOREMAN	$147	$191	$236
LABORER	$130	$166	$202
CEMENT MASON FOREMAN	$167	$222	$276
CEMENT MASON	$145	$188	$231
CARPENTER FOREMAN	$203	$272	$341
CARPENTER	$182	$240	$298
TEAMSTER	$142	$182	$221

HOURLY EQUIPMENT RATES

LOADER JD 210C 4X4/BOBCAT	$61	ROLLER 1-3 TON	$65
LOADER/BACKHOE JD 710	$99	ROLLER 4-6 TON	$75
EXCAVATOR CAT 330L	$210	ROLLER 7-9 TON	$124
EXCAVATOR CAT 345	$237	ROLLER 10+ TON	$129
EXCAVATOR CAT 365	$416	RUBBER TIRE ROLLER (9-25 TON)	$109
LOADER CAT 950	$203	66" SINGLE DRUM ROLLER	$124
LOADER CAT 966	$236	84" SINGLE DRUM ROLLER	$129
LOADER CAT 980	$273	COMPACTOR CAT 815	$200
DOZER/RIPPER CAT D6	$179	COMPACTOR CAT 825	$260
DOZER/RIPPER CAT D8	$298	POWER KICK BROOMS	$100
DOZER/RIPPER CAT D9	$355	STREET SWEEPER/PICK UP BROOM	$200
DOZER/RIPPER CAT D10	$443	WATER TRUCKS (2000 GAL)	$76
PUSH CAT D10	$492	WATER TRUCKS (3600 GAL)	$76
SCRAPER CAT 613	$175		
SCRAPER CAT 615	$225		
SCRAPER CAT 623	$225	PICKUP	$36
SCRAPER CAT 631	$275	FLATRACK	$57
MOTOR GRADER CAT 140H/143H	$130	AIR COMPRESSORS	$24
MOTOR GRADER CAT 14H/163H	$165	TRAFFIC TRUCK (w/cones & signs)	$60
MOTOR GRADER CAT 16H	$275	ASPHALT PAVER FEEDER	$139
ASPHALT PAVER	$356	MESSAGE BOARD (weekly rate)	$595
SHUTTLE BUGGY	$494	ARROW BOARD (weekly rate)	$208
OIL DISTRIBUTOR TRUCK	$100	WATER TOWER (monthly rate)	$2,678
		GPS MACHINE CONTROLS (Each)	$24

* The above prices are based upon availability of Granite owned equipment.
* Minimum charge of 4 hours. There is a minimum charge of 8 hours for equipment worked over 4 hours.
* Rates do not include working at night. Night and Special Shift Add $8.00 to all rates.
* Rates do not include working in rock and/or cobble. Rates may be adjusted upwards based on site conditions.

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EXHIBIT A-3 – REVISED LABOR AND EQUIPMENT RENTAL RATES
Effective January 1, 2024

* Overtime will be charged for work in excess of 8 hours per shift and Saturdays.
* Double-time will be charged for work in excess of 12 hours per shift and Sundays.
* Prices for specialized equipment such as chip sealing equipment, pulverizers, crushers, off road haulers and other equipment not listed above are negotiable based on scope of project.
* Move-in/out not included in rates and will be charged at cost plus 15%.
* Rental equipment and on-road dump trucks will be charged at cost plus 15%.
* Fuel Truck Travel time will be billed to the owner on all equipment.
* Any non-granite piece requiring fuel will be charged for travel time and fuel as needed.
* Subcontractors will be hired as necessary and will be charged by invoice amount plus 15%.
* Materials purchased will be charged by invoice amount plus 15%.
* Any Dump fees incurred will be charged by invoice plus a 15% markup.
* Foreman and Lead personnel completing timecards will charge a minimum 1 additional hour per shift.

WEEKLY/MONTHLY EQUIPMENT RATES

SIX FOOT (6') WATER BARRIER*:	$82 per week (Each) $225 per month (Each) Delivery or Pickup: $500 (Each) *Does not include installation or filling with water.

Rates Effective through: 12/31/2024

Attachment D

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:

Agreement No. A-15607 ; Amendment No.: 4	**Granite Construction**
Agreement No. A-15608 ; Amendment No.: 4	**Don Chapin Company**

a. Ratify and approve Amendment No. 4 to Standard Agreement No. A-15607 with Granite Construction Company to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to: increase the not to exceed amount by $2,500,000 for a total amount not to exceed $3,100,000 and include Federal Emergency Management Agency (FEMA) Provisions retroactive to December 27, 2022 with no extension to the term from January 1, 2021 to December 31, 2023; and
b. Ratify and approve Amendment No. 4 to Standard Agreement No. A-15608 with The Don Chapin Company, Inc. to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to: increase the not to exceed amount by $2,500,000 for a total amount not to exceed $3,100,000 and include Federal Emergency Management Agency (FEMA) Provisions retroactive to December 27, 2022 with no extension to the term from January 1, 2021 to December 31, 2023; and
c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 4 to each Agreement and future amendments to each Agreement where the amendments do not significantly alter the scope of work as determined by the Director of Public Works Facilities and Parks or designee or increase the approved amount of each Agreement and subject to approval as to form by the Office of the County Counsel.

PASSED AND ADOPTED on this 18th day of April 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 18, 2023.

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Dated: April 20, 2023
File ID: A 23-097
Agenda Item No.: 48

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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AMENDMENT NO. 4
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GRANITE CONSTRUCTION COMPANY

THIS AMENDMENT NO. 4 to Standard Agreement No. A-15607 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Granite Construction Company (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-15607 with County on February 5, 2021 (hereinafter, "Agreement") to provide fully operated, fueled, and maintained construction equipment to work sites on an on-call basis (hereinafter, "services") through December 31, 2021 for an amount not to exceed $100,000; and

WHEREAS, the Agreement was amended by the Parties on November 23, 2021 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates, effective January 1, 2022, extend the term for one (1) additional year through December 31, 2022, and to increase the amount by $200,000 which resulted in a total not to exceed amount of $300,000; and

WHEREAS, the Agreement was amended by the Parties on September 22, 2022 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates, effective January 1, 2023, and extend the term for one (1) additional year through December 31, 2023 with no increase in the amount; and

WHEREAS, the Agreement was amended by the Parties on February 6, 2023 (hereinafter, "Amendment No. 3") to increase the amount by $300,000 which resulted in a total not to exceed amount of $600,000 with no term extension; and

WHEREAS, due to the Proclamation of Local Emergency (issued by County January 4, 2023) services in the amount of $1,569,694 and in excess of the total not to exceed authorized Agreement amount were rendered by CONTRACTOR to respond to emergency storm conditions; and

WHEREAS, the Parties wish to further amend the Agreement to include Exhibit B, Federal Emergency Management Agency (FEMA) Provisions, to comply with FEMA requirements; and

WHEREAS, the County has a continued need for services; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement retroactive and effective December 27, 2022 to include Exhibit B, FEMA Provisions, increase the amount by $2,500,000 for a total amount not

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to exceed $3,100,000 to allow payment of services previously rendered in the amount of $1,569,694 during emergency response with no term extension to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 4.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 2.0, "Payment Provisions", to read as follows:

   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1 and A-2, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $3,100,000.

2. Amend Paragraph 4.0, "Scope of Services and Additional Provisions", to add "Exhibit B - Federal Emergency Management Agency Provisions".

3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

4. This Amendment No. 4 and all previous Amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

5. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson 7B741937AA6D41B...
Contracts/Purchasing Officer

Date: 4/21/2023 | 8:06 AM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Mary Grace Perry A1933B26E717442...
Mary Grace Perry
Deputy County Counsel

Date: 3/29/2023 | 8:39 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor/Controller

Date: 3/29/2023 | 1:57 PM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel

By: _____

Its: _____
(Print Name and Title)

Date: _____

CONTRACTOR*

Granite Construction Company
Contractor's Business Name

By: DocuSigned by: Brent Fogg 84DB1186040424F...
(Signature of Chair, President or Vice President)

Its: Brent Fogg, VP Coastal Region
(Print Name and Title)

Date: 3/28/2023 | 9:58 PM PDT

By: DocuSigned by: Brian R. Dowd 10E35A8893E7432...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Brian R. Dowd, Assistant Secretary
(Print Name and Title)

Date: 3/28/2023 | 4:47 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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EXHIBIT 5

FEMA STANDARD PROVISIONS AND FUNDING REQUIREMENTS

The Contract may be funded in part by the federal grant funding received by the COUNTY from the Federal Emergency Management Agency ("FEMA"), which is part of the United States Department of Homeland Security ("DHS"). Therefore, CONTRACTOR must comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to, the contractual provision set forth in Title 2 of the Code of Federal Regulations, Part 200, in connection with the CONTRACTOR's performance of the work or services covered by the Contract (the "Project"). All such federal laws and regulations shall be deemed to be inserted in the Contract and the Contract shall be read and enforced as though such federal laws and regulations were included therein.

Anything to the contrary herein notwithstanding, all FEMA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any COUNTY request that would cause the COUNTY to be in violation of these FEMA terms and conditions or any other federal law or regulation applicable to the receipt of FEMA grants. If any provision of the Contract shall be such as to effect noncompliance with any FEMA requirement, such provision shall not be deemed to form a part thereof, but the balance of the Contract shall remain in full force and effect.

In addition, the CONTRACTOR agrees to the following specific provisions:

1.01 Debarment

1. The CONTRACTOR and any prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The COUNTY will insure the CONTRACTOR and any lower participants are not debarred by checking the governments Excluded Parties List System at SAM.gov prior to executing the Contract and/or subsequent Job Orders.

1.02 Cost Plus Percentage Not Allowed

1. Not withstanding any provisions in the agreement to the contrary, the CONTRACTOR and any prospective lower tier participant are prohibited from using cost plus percentage contracts. This includes, but is not limited to the use of percentages for change orders or mark-ups on sub-contractors or materials. Cost plus fixed fee either lump sum or unit price is authorized.

1.03 Additional Federal Contracting Requirements

1. The CONTRACTOR must comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41CFR chapter 60).

2. The CONTRACTOR must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

3. The CONTRACTOR must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients of federal funding from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

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4. The CONTRACTOR must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

5. The CONTRACTOR must comply with Title VIII of the Civil Rights Act of 1968, which prohibits CONTRACTORs from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

6. The CONTRACTOR must comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

7. The CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).

a. This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced.

8. The CONTRACTOR must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).

9. The CONTRACTOR must provide reporting as specified in the plans, specifications and deliverables section of the Contract.

10. The COUNTY shall have patent rights with respect to any discovery or invention which arises or is developed in the course of or under such Contract.

11. The COUNTY shall have copyrights and rights respective to any data which arises or is developed in the course of or under such Contract.

12. The COUNTY, State, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to that specific ontract for the purpose of making audit, examination, excerpts, and transcriptions.

13. The CONTRACTOR must maintain records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

14. The CONTRACTOR must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

15. The CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent

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with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

16. The CONTRACTOR must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

17. The COUNTY is entitled to exercise all administrative, contractual, or other legal remedies permitted by law to enforce the CONTRACTOR's compliance with the terms of the Contract.

18. The CONTRACTOR must acknowledge its use of federal funding when issuing requests for proposals, bid invitations, and other documents describing the Project in connection with performing the Contract.

19. If the CONTRACTOR collects PII (Personally Identifiable Information) in connection with the Project, the CONTRACTOR is required to have a publicly available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

20. The CONTRACTOR must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which is adopted at 2 C.F.R Part 3001, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

21. The CONTRACTOR must comply with the requirements of 31 U.S.C. § 3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

22. The CONTRACTOR must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

23. The CONTRACTOR must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency ("LEP") to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation.

24. The CONTRACTOR must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the CONTRACTOR to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

25. Unless otherwise provided by law, the CONTRACTOR is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The CONTRACTOR is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

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26. The CONTRACTOR must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

27. The CONTRACTOR must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

28. The CONTRACTOR must comply with the Rehabilitation Act of 1973, including all sections, that prohibits discrimination on the basis of disability. The standards for deciding if employment discrimination exists under the Rehabilitation Act are the same as those used in Title I of the Americans with Disabilities Act.

29. The CONTRACTOR must maintain the currency of the information in the Universal Identifier and System of Award Management (SAM) until submission of the final financial report required under the award or until the CONTRACTOR receives final payment, whichever is later, as required by 2 C.F.R. Part 25.

30. The CONTRACTOR must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

31. The CONTRACTOR must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

32. The CONTRACTOR must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

33. The CONTRACTOR must acknowledge and agree—and require any sub-CONTRACTORs, successors, transferees, and assignees to acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Additionally:

a. the CONTRACTOR must cooperate with any compliance review or complaint investigation conducted by DHS;

b. the CONTRACTOR must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance;

c. the CONTRACTOR must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports;

d. the CONTRACTOR must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance;

e. if, during the past three years, the CONTRACTOR has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the CONTRACTOR must provide a list of all such proceedings,

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pending or completed, including outcome and copies of settlement agreements to the DHS awarding office (FEMA) and the DHS Office of Civil Rights and Civil Liberties; and

f. in the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the CONTRACTOR, or the CONTRACTOR settles a case or matter alleging such discrimination, the CONTRACTOR must forward a copy of the complaint and findings to the DHS Component and/or awarding office (FEMA).

The United States has the right to seek judicial enforcement of these obligations.

Attachment E

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Glenn Church to:

Granite Construction Company	**Agreement No. A-15607 ; Amendment No.: 3**
The Don Chapin Company, Inc	**Agreement No. A-15608 ; Amendment No.: 3**

a. Approve Amendment No. 3 to Standard Agreement with Granite Construction Company to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to increase the not to exceed amount of $300,000 by $300,000 for a total amount not to exceed $600,000 with no change in the agreement term; and
b. Approve Amendment No. 3 to Standard Agreement with The Don Chapin Company, Inc. to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to increase the not to exceed amount of $300,000 by $300,000 for a total amount not to exceed $600,000 with no change in the agreement term; and
c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 3 to each Agreement and future amendments to each Agreement where the amendments do not significantly alter the scope of work or increase the approved amount of each Agreement.

PASSED AND ADOPTED on this 31st day of January 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 31, 2023.

Dated: February 1, 2023
File ID: A 23-010
Agenda Item No.: 33

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

DocuSign Envelope ID: 14E3F24D-4328-4A68-ABAC-BC7AC918FB82

AMENDMENT NO. 3
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GRANITE CONSTRUCTION COMPANY

THIS AMENDMENT NO. 3 to Standard Agreement No. A-15607 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Granite Construction Company (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-15607 with County on February 5, 2021 (hereinafter, "Agreement") to provide fully operated, fueled, and maintained construction equipment to work sites on an on-call basis (hereinafter, "services") through December 31, 2021 for an amount not to exceed $100,000; and

WHEREAS, the Agreement was amended by the Parties on November 23, 2021 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates, effective January 1, 2022, extend the term for one (1) additional year through December 31, 2022, and to increase the amount by $200,000 which resulted in a total not to exceed amount of $300,000; and

WHEREAS, the Agreement was amended by the Parties on September 22, 2022 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates, effective January 1, 2023, and extend the term for one (1) additional year through December 31, 2023 with no increase in the amount; and

WHEREAS, the County has a continued need for services; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by $300,000 for a total amount not to exceed $600,000 with no change to the term to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 2.0, "Payment Provisions", to read as follows:

   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1 and A-2, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $600,000.

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2. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

3. This Amendment No. 3 and all previous Amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

4. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

DocuSign Envelope ID: 14E3F24D-4328-4A68-ABAC-BC7AC918FB82

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: W.T. Skinner 30F2300B718745F...
Contracts/Purchasing Officer

Date: 2/6/2023 | 10:40 AM PST

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Mary Grace Perry A1933B26E747442...
Mary Grace Perry
Deputy County Counsel

Date: 1/11/2023 | 5:13 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor/Controller

Date: 1/13/2023 | 8:30 AM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____
Danielle P. Mancuso
Risk Manager

Date: _____

CONTRACTOR*

Granite Construction Company
Contractor's Business Name

By: Brent Fogg
(Signature of Chair, President or Vice President)

Its: Brent Fogg, VP Coastal Region
(Print Name and Title)

Date: 1/9/2023

By: Brian R. Dowd
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Brian R. Dowd, Assistant Secretary
(Print Name and Title)

Date: 1/9/2023

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

Attachment F

DocuSign Envelope ID: 8EA06B39-F33A-4D78-B079-0FEF2350694C

AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GRANITE CONSTRUCTION COMPANY

THIS AMENDMENT NO. 2 to Standard Agreement No. A-15607 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Granite Construction Company (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-15607 with County on February 5, 2021 (hereinafter, "Agreement") to provide fully operated, fueled, and maintained construction equipment to work sites on an on-call basis (hereinafter, "services") through December 31, 2021 for an amount not to exceed $100,000; and

WHEREAS, the Agreement was amended by the Parties on November 23, 2021 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Revised Labor and Equipment Rental Rates) to update the Labor and Equipment Rental Rates, effective January 1, 2022, extend the term for one (1) additional year through December 31, 2022, and to increase the amount by $200,000 which resulted in a total not to exceed amount of $300,000; and

WHEREAS, the County has a continued need for services; and

WHEREAS, the CONTRACTOR's Labor and Equipment Rental Rates in Exhibit A-1 of the Agreement require an update retroactive to January 12, 2022 to include a line item for the rental of six foot (6') water barrier at a rate of $52.00 per week or $130.00 per month with delivery and pick up fees of $400.00; and

WHEREAS, the CONTRACTOR's Labor and Equipment Rental Rates will require an update effective January 1, 2023, in accordance with Exhibit A-2 - Revised Labor and Equipment Rental Rates, which is attached and incorporated by this reference; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to December 31, 2023 and update the Labor and Equipment Rental Rates to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 2.0, "Payment Provisions", to read as follows:

   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1 and A-2, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $300,000.

2. Amend the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from January 1, 2021 to December 31, 2023, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4.0, "Scope of Services and Additional Provisions" to add "Exhibit A-2 – Revised Labor and Equipment Rental Rates", effective January 1, 2023.

4. Amend "Exhibit A-1 - Labor and Equipment Rental Rates" of the Agreement, to add the following line item retroactive to January 12, 2022:

   Six foot (6') Water Barrier: $52.00 per week or $130.00 per month with delivery and pick up fees of $400.00

5. In all places within the Agreement, any reference to "Exhibit A-1 - Revised Labor and Equipment Rental Rates" is hereby replaced with "Exhibit A-2 – Revised Labor and Equipment Rental Rates", effective January 1, 2023.

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

7. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

8. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

DocuSign Envelope ID: 8EA06B39-F33A-4D78-B079-0FEF2350694C

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Angelica Ruelas 4DFC1176E798451...
Contracts/Purchasing Officer

Date: 9/22/2022 | 9:09 AM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Mary Grace Perry A1933B26E71744 2...
Mary Grace Perry
Deputy County Counsel

Date: 9/20/2022 | 3:44 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor/Controller

Date: 9/21/2022 | 10:16 AM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____
Danielle P. Mancuso
Risk Manager

Date: _____

CONTRACTOR*

Granite Construction Company
Contractor's Business Name

By: DocuSigned by: James A Radich 035EAC596F00492...
(Signature of Chair, President or Vice President)

Its: James A. Radich, Executive Vice President
(Print Name and Title)

Date: 9/16/2022

By: DocuSigned by: Brian R. Dowd 10E35A8893E7432...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Brian R. Dowd, Assistant Secretary
(Print Name and Title)

Date: 9/16/2022

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, M. Craig Hall, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted effective June 27, 2022 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to execute and deliver on behalf of the Company all documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Kyle T. Larkin	President & Chief Executive Officer
Elizabeth L. Curtis	Executive Vice President, Chief Financial Officer & Assistant Secretary
James A. Radich	Executive Vice President, Chief Operating Officer & Assistant Secretary
Brian R. Dowd	Senior Vice President, Group Manager & Assistant Secretary
Timothy W. Gruber	Senior Vice President, Human Resources & Assistant Secretary
M. Craig Hall	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Kenneth B. Olson	Senior Vice President of Corporate Finance, Treasurer, Assistant Financial Officer & Assistant Secretary
Michael G. Tatusko	Senior Vice President, Group Manager & Assistant Secretary
Bradley J. Williams	Senior Vice President, Group Manager & Assistant Secretary
Michael W. Barker	Vice President, Investor Relations
James D. Nickerson	Vice President & Assistant Secretary
Nicholas B. Blackburn	Vice President, Tax & Assistant Secretary
Staci M. Woolsey	Chief Accounting Officer & Assistant Secretary

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

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AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to attest documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Kyle T. Larkin	President & Chief Executive Officer
Elizabeth L. Curtis	Executive Vice President, Chief Financial Officer & Assistant Secretary
James A. Radich	Executive Vice President, Chief Operating Officer & Assistant Secretary
Brian R. Dowd	Senior Vice President, Group Manager & Assistant Secretary
Timothy W. Gruber	Senior Vice President, Human Resources & Assistant Secretary
M. Craig Hall	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Kenneth B. Olson	Senior Vice President of Corporate Finance, Treasurer, Assistant Financial Officer & Assistant Secretary
Michael G. Tatusko	Senior Vice President, Group Manager & Assistant Secretary
Bradley J. Williams	Senior Vice President, Group Manager & Assistant Secretary
Michael W. Barker	Vice President, Investor Relations
James D. Nickerson	Vice President & Assistant Secretary
Nicholas B. Blackburn	Vice President, Tax & Assistant Secretary
Staci M. Woolsey	Chief Accounting Officer & Assistant Secretary
Jordy L. Murray	Deputy General Counsel & Assistant Secretary
Kenneth M. Smith	Group Counsel & Assistant Secretary
Jason M. Jasper	Group Counsel & Assistant Secretary
Clinton R. Clark	Assistant Secretary
Todd N. Burford	Assistant Secretary

Dated: June 30, 2022

M. Craig Hall

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

DocuSign Envelope ID: 8EA06B39-F33A-4D78-B079-0FEF2350694C

EXHIBIT A-2 – REVISED LABOR AND EQUIPMENT RENTAL RATES

Effective January 1, 2023

GRANITE™

County of Monterey Emergency On-call

2023 LABOR AND EQUIPMENT RENTAL RATES

HOURLY LABOR RATES

CRAFT LABOR	ST	OT	DT
OPERATOR FOREMAN	$167	$222	$278
OPERATOR / GRADSETTER	$155	$204	$253
LABOR FOREMAN	$129	$169	$208
LABORER	$114	$146	$179
CEMENT MASON FOREMAN	$146	$195	$243
CEMENT MASON	$128	$167	$206
CARPENTER FOREMAN	$180	$242	$304
CARPENTER	$161	$213	$265
TEAMSTER	$123	$158	$193

HOURLY EQUIPMENT RATES

LOADER JD 210C 4X4/BOBCAT	$60	ROLLER 1-3 TON	$64
LOADER/BACKHOE JD 710	$98	ROLLER 4-6 TON	$73
EXCAVATOR CAT 330L	$206	ROLLER 7-9 TON	$122
EXCAVATOR CAT 345	$233	ROLLER 10+ TON	$127
EXCAVATOR CAT 365	$409	RUBBER TIRE ROLLER (9-25 TON)	$107
LOADER CAT 950	$200	66" SINGLE DRUM ROLLER	$122
LOADER CAT 966	$232	84" SINGLE DRUM ROLLER	$127
LOADER CAT 980	$269	COMPACTOR CAT 815	$196
DOZER/RIPPER CAT D6	$176	COMPACTOR CAT 825	$255
DOZER/RIPPER CAT D8	$293	POWER KICK BROOMS	$103
DOZER/RIPPER CAT D9	$349	STREET SWEEPER/PICK UP BROOM	$206
DOZER/RIPPER CAT D10	$436	WATER TRUCKS (2000 GAL)	$75
PUSH CAT D10	$483	WATER TRUCKS (3600 GAL)	$75
SCRAPER CAT 613	$180		
SCRAPER CAT 615	$220		
SCRAPER CAT 623	$232	PICKUP	$36
SCRAPER CAT 631	$283	FLATRACK	$56
MOTOR GRADER CAT 140H/143H	$128	AIR COMPRESSORS	$25
MOTOR GRADER CAT 14H/163H	$163	TRAFFIC TRUCK (w/cones & signs)	$62
MOTOR GRADER CAT 16H	$283	ASPHALT PAVER FEEDER	$137
ASPHALT PAVER	$350	MESSAGE BOARD (weekly rate)	$613
SHUTTLE BUGGY	$486	ARROW BOARD (weekly rate)	$214
OIL DISTRIBUTOR TRUCK	$103	WATER TOWER (monthly rate)	$2,758
		GPS MACHINE CONTROLS (Each)	$25

* The above prices are based upon availability of Granite owned equipment.
* Minimum charge of 4 hours. There is a minimum charge of 8 hours for equipment worked over 4 hours.
* Rates do not include working at night. Night and Special Single Shift Add $5.00 to all rates.

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EXHIBIT A-2 REVISED LABOR AND EQUIPMENT RENTAL RATES

Effective January 1, 2023

WEEKLY/MONTHLY EQUIPMENT RATES

SIX FOOT (6') WATER BARRIER*:	$52 per week (Each) $130 per month (Each) Delivery or Pickup: $400.00 (Each) *Does not include installation or filling with water.

* Rates do not include working in rock and/or cobble. Rates may be adjusted upwards based on site conidtions.
* Overtime will be charged for work in excess of 8 hours per shift and Saturdays.
* Double-time will be charged for work in excess of 12 hours per shift and Sundays.
* Prices for specialized equipment such as chip sealing equipment, pulverizers, crushers, off road haulers and other equipment not listed above are negotiable based on scope of project.
* Move-in/out not included in rates and will be charged at cost plus 15%.
* Rental equipment and on-road dump trucks will be charged at cost plus 15%.
* Fuel truck travel time will be billed to the owner on all equipment.
* Any non-Granite piece requiring fuel will be charged for travel time and fuel as needed.
* Subcontractors will be hired as necessary and will be charged by invoice amount plus 15%.
* Materials purchased at the request of the owner will be charged by invoice amount plus 15%.
* Any dump fees incurred will be charged by invoice plus a 15% markup.

Rates Effective through 12/31/23

Attachment G

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

Granite Construction Company Agreement No.: A-15607; Amendment No.: 1
The Don Chapin Company, Inc. Agreement No.: A-15608; Amendment No.: 1
a. Approve Amendment No. 1 to Standard Agreement with Granite Construction Company to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to: update the rate schedule; increase the not to exceed amount of $100,000 by $200,000 for a total amount not to exceed $300,000; and extend the expiration date for one (1) additional year through December 31, 2022, for a revised term from January 1, 2021 to December 31, 2022; and
b. Approve Amendment No. 1 to Standard Agreement with The Don Chapin Company, Inc. to continue to provide fully operated, fueled and maintained construction equipment to work sites on an on-call basis to: update the rates; increase the not to exceed amount of $100,000 by $200,000 for a total amount not to exceed $300,000; and extend the expiration date for one (1) additional year through December 31, 2022, for a revised term from January 1, 2021 to December 31, 2022; and
c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 1 to each Agreement and future amendments to each Agreement where the amendments do not significantly alter the scope of work or increase the approved amount of each Agreement.

PASSED AND ADOPTED on this 16th day of November 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 16, 2021.

Dated: November 22, 2021
File ID: A 21-531
Agenda Item No.: 54

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

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AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GRANITE CONSTRUCTION COMPANY

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Granite Construction Company (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with County on February 5, 2021 (hereinafter, "Agreement") to provide fully operated, fueled, and maintained construction equipment to work sites on an on-call basis (hereinafter, "services") through December 31, 2021 for an amount not to exceed $100,000; and

WHEREAS, the County has a continued need for services; and

WHEREAS, the CONTRACTOR's original Labor and Equipment Rental Rates require an update effective January 1, 2022; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to December 31, 2022, update the Labor and Equipment Rental Rates, and increase the amount by $200,000 for a total amount not to exceed $300,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 2.0, "Payment Provisions", to read as follows:

   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $300,000.

2. Amend the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

   The term of this Agreement is from January 1, 2021 to December 31, 2022, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4.0, "Scope of Services and Additional Provisions" to add "Exhibit A-1 – Revised Labor and Equipment Rental Rates", effective January 1, 2022.

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4. Amend the fourth paragraph under Section 9.03, Insurance Coverage Requirements, of Paragraph 9.0 "Insurance Requirements", to remove the checkmark in the box and add the checkmark in the box next to the fifth paragraph titled, **"Agreement Over $100,000 Business Automobile Liability Insurance"**.

   Agreement Over $100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

5. Amend Section 11.01 of Paragraph 11.0, "Non-Discrimination", to read as follows:

   During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code §12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

6. Amend Agreement to revise Paragraph 16.0, "Signature Page", to Paragraph 18.0, "Signature Page".

7. Amend Agreement to add Paragraph 16.0, "Compliance with Applicable Laws", as follows:

   16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

   16.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

   16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

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8. Amend Agreement to add Paragraph 17.0, "Consent to Use of Electronic Signatures", as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PD) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

9. Amend the first sentence of section B.1, "Compensation/Payment" in Exhibit A - Scope of Services/Payment Provisions of the Agreement to read as follows:

County shall pay an amount not to exceed $300,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

10. Amend the first paragraph of B.2, Contractor's Billing Procedures, in Exhibit A – Scope of Services/Payment Provisions of the Agreement to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA#3200*5541), services/project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities, & Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP – Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us.

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11. In all places within the Agreement, any reference to the 2020-2021 Labor and Equipment Rental Rates on Page 3 and Page 4 of Exhibit A – Scope of Services/Payment Provisions is hereby replaced with "Exhibit A-1 – Revised Labor and Equipment Rental Rates", effective January 1, 2022.

12. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

13. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

14. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson 7B741937A0D41B...
Contracts/Purchasing Officer

Date: 11/23/2021 | 10:52 AM PST

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Mary Grace Perry A1933B26E747442...
Mary Grace Perry
Deputy County Counsel

Date: 10/22/2021 | 2:38 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Gary Gibeney D3834BFEC1D8449...
Auditor/Controller

Date: 10/22/2021 | 2:43 PM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
Leslie J. Girard, County Counsel

By:
Danielle P. Mancuso
Risk Manager

Date:

CONTRACTOR*

Granite Construction Company
Contractor's Business Name

By: DocuSigned by: Brent Fogg 54DB1186940444F...
(Signature of Chair, President or Vice President)

Its: Brent Fogg, VP Coastal Region
(Print Name and Title)

Date: 10/19/2021

By: DocuSigned by: Kenneth B. Olson, Vice President & Treasu
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Kenneth B. Olson, Vice President & Treasur
(Print Name and Title)

Date: 10/21/2021

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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EXHIBIT A-1 - REVISED LABOR AND EQUIPMENT RENTAL RATES

Effective January 1, 2022

GRANITE™

County of Monterey Emergency On-call

2021-2022 LABOR AND EQUIPMENT RENTAL RATES

HOURLY LABOR RATES

CRAFT LABOR	ST	OT	DT
OPERATOR FOREMAN	$157	$209	$261
OPERATOR / GRADSETTER	$146	$192	$238
LABOR FOREMAN	$121	$159	$196
LABORER	$107	$138	$169
CEMENT MASON FOREMAN	$138	$183	$228
CEMENT MASON	$120	$157	$193
CARPENTER FOREMAN	$170	$228	$285
CARPENTER	$151	$200	$248
TEAMSTER	$115	$148	$180

HOURLY EQUIPMENT RATES

LOADER JD 210C 4X4/BOBCAT	$48	ROLLER 1-3 TON	$43
LOADER/BACKHOE JD 710	$77	ROLLER 4-6 TON	$55
EXCAVATOR CAT 330L	$180	ROLLER 7-9 TON	$114
EXCAVATOR CAT 345	$231	ROLLER 10+ TON	$133
EXCAVATOR CAT 365	$390	RUBBER TIRE ROLLER (9-25 TON)	$83
LOADER CAT 950	$135	66" SINGLE DRUM ROLLER	$114
LOADER CAT 966	$160	84" SINGLE DRUM ROLLER	$133
LOADER CAT 980	$200	COMPACTOR CAT 815	$149
DOZER/RIPPER CAT D6	$148	COMPACTOR CAT 825	$180
DOZER/RIPPER CAT D8	$237	POWER KICK BROOMS	$100
DOZER/RIPPER CAT D9	$297	STREET SWEEPER/PICK UP BROOM	$200
DOZER/RIPPER CAT D10	$409	WATER TRUCKS (2000 GAL)	$60
PUSH CAT D10	$366	WATER TRUCKS (3600 GAL)	$75
SCRAPER CAT 613	$175		
SCRAPER CAT 615	$189		
SCRAPER CAT 623	$225	PICKUP	$36
SCRAPER CAT 631	$275	FLATRACK	$49
MOTOR GRADER CAT 140H/143H	$120	AIR COMPRESSORS	$24
MOTOR GRADER CAT 14H/163H	$138	TRAFFIC TRUCK (w/cones & signs)	$60
MOTOR GRADER CAT 16H	$275	ASPHALT PAVER FEEDER	$111
ASPHALT PAVER	$334	MESSAGE BOARD (weekly rate)	$595
SHUTTLE BUGGY	$352	ARROW BOARD (weekly rate)	$208
OIL DISTRIBUTOR TRUCK	$100	WATER TOWER (monthly rate)	$2,678
		GPS MACHINE CONTROLS (Each)	$24

* The above prices are based upon availability of Granite owned equipment.
* Minimum charge of 4 hours. There is a minimum charge of 8 hours for equipment worked over 4 hours.
* Rates do not include working at night. Night and Special Single Shift Add $3.00 to all rates.

AND EQUIPMENT RENTAL RATES

Effective January 1, 2022

* Rates do not include working in rock and/or cobble. Rates may be adjusted upwards based on site conditions.
* Overtime will be charged for work in excess of 8 hours per shift and Saturdays.
* Double-time will be charged for work in excess of 12 hours per shift and Sundays.
* Prices for specialized equipment such as chip sealing equipment, pulverizers, crushers, off road haulers and other equipment not listed above are negotiable based on scope of project.
* Move-in/out not included in rates and will be charged at cost plus 15%.
* Rental equipment and on-road dump trucks will be charged at cost plus 15%.
* Fuel truck travel time will be billed to the owner on all equipment.
* Any non-Granite piece requiring fuel will be charged for travel time and fuel as needed.
* Subcontractors will be hired as necessary and will be charged by invoice amount plus 15%.
* Materials purchased at the request of the owner will be charged by invoice amount plus 15%.
* Any dump fees incurred will be charged by invoice plus a 15% markup.

Rates Effective through 12/31/22

Per Section 6.02 of Agreement, negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior the the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

DS DS
BFVCR / KBO 10/22/2021 / 10/22/2021

Contractor's Initials Date

Granite Construction Company
On-Call Operated, Fueled and Maintained Construction Equipment
Department of Public Works, Facilities, & Parks

Attachment H

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Granite Construction Company,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Fully operated, fueled and maintained construction equipment to work sites on an on-call basis

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of:$ 100,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2021 **to** December 31, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions
Exhibit B Other:

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

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the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☑ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or

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errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

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CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

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11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Dalia M. Mariscal-Martinez Management Analyst III	Anthony Torres Estimator/Project Manager
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	580 West Beach Street Watsonville, California 95077
Address	Address
(831) 755-8966	(408) 327-7011
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Michael R. Derr 3679426F649429... Contracts/Purchasing Officer

Date: 2/5/2021

By: _____ Department Head (if applicable)

Date: _____

By: _____ Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: DocuSigned by: Mary Grace Perry C83342707AC641A... County Counsel

Date: 2/4/2021

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Gary Giboney D3834BFEC1D8449... Auditor/Controller

Date: 2/4/2021

Approved as to Liability Provisions[3]

By: _____ Risk Management

Date: _____

CONTRACTOR

Granite Construction Company

Contractor's Business Name*

By: _____

(Signature of Chair, President, or Vice-President) *

Brent Fogg, VP Coastal RegionJj

Name and Title

Date: January 4, 2021

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Kenneth B. Olson, Treasurer

Name and Title

Date: January 4, 2021

County Board of Supervisors' Agreement Number:_____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Granite Construction Company, hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

On an "on-call" basis, CONTRACTOR shall provide fully operated, fueled, and maintained equipment as outlined on the following proposed Rates and as directed by the County's Department of Public Works, Facilities, & Parks (PWF&P). CONTRACTOR shall be responsible for transporting the equipment to and from the worksite at the hourly rates stated in the attached Rates. The Rates are to remain firm for the initial term of the Agreement and, thereafter may be adjusted according to the terms and conditions of the Agreement and by written amendment executed by the County.

The Scope of Services is further defined below:

1. PWF&P will perform all work incidental to the equipment rental.
2. PWF&P will provide all traffic control.
3. PWF&P will provide all pre-notifications and signage.
4. PWF&P will provide USA notification and markings prior to starting work.
5. Rental rates do not include permits, bonds, state, or local taxes.
6. The operation of the rental equipment requires payment of prevailing wages to all workers employed under this Agreement on public work projects as defined in Labor Code Section 1771. Copies of the prevailing rate of per diem wages are on file at the County's PWF&P, 1441 Schilling Place, South 2nd Floor, Salinas, California, which shall be made available to any interested party on request.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$100,000** for the performance of <u>all things necessary</u> for or incidental to the performance of work as set forth in the Scope of Services.

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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR's compensation for services rendered shall be based on the following Rates or in accordance with the following terms:

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, services *(On-Call Fully Operated, Fueled and Maintained Construction Equipment),* and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities, & Parks – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to PWF&P Finance at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

GRANITE™

County of Monterey Emergency On-call
2020-2021 LABOR AND EQUIPMENT RENTAL RATES

HOURLY LABOR RATES

CRAFT LABOR	ST	OT	DT
OPERATOR FOREMAN	$157	$207	$258
OPERATOR / GRADSETTER	$145	$190	$235
LABOR FOREMAN	$121	$158	$195
LABORER	$107	$138	$168
CEMENT MASON FOREMAN	$187	$181	$225
CEMENT MASON	$120	$155	$190
CARPENTER FOREMAN	$169	$226	$283
CARPENTER	$150	$198	$246
TEAMSTER	$115	$147	$179

HOURLY EQUIPMENT RATES

LOADER JD 210C 4X4/BOBCAT	$50	ROLLER 1-3 TON	$45
LOADER/BACKHOE JD 710	$80	ROLLER 4-6 TON	$57
EXCAVATOR CAT 330L	$186	ROLLER 7-9 TON	$118
EXCAVATOR CAT 345	$239	ROLLER 10+ TON	$138
EXCAVATOR CAT 365	$404	RUBBER TIRE ROLLER (9-25 TON)	$86
LOADER CAT 950	$140	66" SINGLE DRUM ROLLER	$118
LOADER CAT 966	$166	84" SINGLE DRUM ROLLER	$138
LOADER CAT 980	$207	COMPACTOR CAT 815	$154
DOZER/RIPPER CAT D6	$153	COMPACTOR CAT 825	$186
DOZER/RIPPER CAT D8	$245	POWER KICK BROOMS	$100
DOZER/RIPPER CAT D9	$307	STREET SWEEPER/PICK UP BROOM	$200
DOZER/RIPPER CAT D10	$423	WATER TRUCKS (2000 GAL)	$62
PUSH CAT D10	$378	WATER TRUCKS (3600 GAL)	$77
SCRAPER CAT 613	$175		
SCRAPER CAT 615	$196		
SCRAPER CAT 623	$225	PICKUP	$37
SCRAPER CAT 631	$275	FLATRACK	$51
MOTOR GRADER CAT 140H/143H	$124	AIR COMPRESSORS	$24
MOTOR GRADER CAT 14H/163H	$143	TRAFFIC TRUCK (w/cones & signs)	$60
MOTOR GRADER CAT 16H	$275	ASPHALT PAVER FEEDER	$115
ASPHALT PAVER	$346	MESSAGE BOARD (weekly rate)	$595
SHUTTLE BUGGY	$364	ARROW BOARD (weekly rate)	$208
OIL DISTRIBUTOR TRUCK	$100	WATER TOWER (monthly rate)	$2,678
		GPS MACHINE CONTROLS (Each)	$24
		SMALL TOOLS KIT(HR)	$3.75
		3 AXLE FUEL TRUCK	$101

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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SPECIAL CONDITIONS

* The above prices are based upon availability of Granite owned equipment.
* Minimum charge of 4 hours. There is a minimum charge of 8 hours for equipment worked over 4 hours.
*If work is performed at night or special single shift add $3.00/hr. to all rates.
* Overtime will be charged for work in excess of 8 hours per shift and Saturdays.
* Double-time will be charged for work in excess of 12 hours per shift and Sundays.
* Move-in/out not included in rates and will be charged at cost plus 15%.
* Rental equipment and on-road dump trucks will be charged at cost plus 15%.
*Fuel truck travel time will be billed to the owner on all equipment.
*Any non-granite piece requiring fuel will be charged for travel time and fuel as needed.
*Subcontractors will be hired as necessary at the request of the owner and will be charged by invoice amount plus 15%.
*Materials purchased at the request of the owner will be charged by invoice amount plus 15%.
*Any dump fees incurred will be charged by invoice plus a 15% markup.

Rates Effective through 12/31/21

2 of 2

Attachment I

ATTACHMENT I – SUMMARY OF STANDARD AGREEMENT

Granite Construction Company
(Multi-Year Agreement (MYA) #3200*5541)

SA/ Amendment	Board of Supervisors / Contracts/Purchasing Approval	SA/Amendment Amount/Increase and Term/Extension	SA Total
SA	N/A / February 5, 2021	Original Amount: $100,000 Original Term: January 1, 2021 to December 31, 2021	$100,000
Amendment No. 1	November 16, 2021 / November 23, 2021	Increased Amount by $200,000 Extended Term to December 31, 2022 Updated Labor and Equipment Rental Rates, effective January 1, 2022 Updated Various Provisions	$300,000
Amendment No. 2	N/A / September 22, 2022	Extended Term to December 31, 2023 Updated Labor and Equipment Rental Rates, effective January 1, 2023	$300,000
Amendment No. 3	January 31, 2023 / February 6, 2023	Increased Amount by $300,000 No Term Extension	$600,000
Amendment No. 4	April 18, 2023 / April 21, 2023	Increased Amount by $2,500,000 Added Exhibit B – FEMA Provisions No Term Extension	$3,100,000
Amendment No. 5	N/A / October 16, 2023	Extended Term to December 31, 2024 Updated Labor and Equipment Rental Rates, effective January 1, 2024	$3,100,000
Amendment No. 6	N/A / December 6, 2024	Extended Term to December 31, 2025 Updated Labor and Equipment Rental Rates, effective January 1, 2025 Updated Various Provisions	$3,100,000
Amendment No. 7	Pending / Pending	Increase Amount by $1,000,000 Extend Term to December 31, 2026 Update Labor and Equipment Rental Rates, effective January 1, 2026 Update Various Provisions	$4,100,000

Attachment J

ATTACHMENT J - SUMMARY OF STANDARD AGREEMENT
ANNUAL EXPENDITURES AND BALANCE

Granite Construction Company
(Multi-Year Agreement #3200*5541)

Fiscal Year (FY) (July 1 – June 30)	SA Beginning Balance	SA Additions	SA Expenditures	SA Ending Balance
FY 2020 – 2021	$100,000	$0	$79,038	$20,962
FY 2021 – 2022	$20,962	$200,000	$22,916	$198,046
FY 2022 – 2023	$198,046	$2,800,000	$1,607,313	$1,390,733
FY 2023 – 2024	$1,390,733	$0	$665,130	$725,603
FY 2024 – 2025	$725,603	$0	$12,894	**$**712,709
FY 2025 – 2026	**$**712,709	$1,000,000 (pending BOS Approval)	$0	**$**712,709
Total	**N/A**	**$4,100,000 ($1,000,000 pending BOS Approval)**	**$2,387,291 (through 9/30/25)**	**N/A**

*Note: Amounts have been rounded to the nearest dollar.

Introduced: 11/5/2025

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve Professional Services Agreements with GFT Infrastructure, Inc. and Harris & Associates, Inc. to provide on-call construction management services for various construction projects located in the County of Monterey, Request for Qualifications #10914, for a period of five years effective November 21, 2025 to November 20, 2030, for an amount not to exceed $3,000,000 for each Agreement;
b. Approve modified standard Professional Services Agreements with MNS Engineers, Inc. and TRC Engineers, Inc. to provide on-call construction management services for various construction projects located in the County of Monterey, Request for Qualifications #10914, for a period of five years effective November 21, 2025 to November 20, 2030, for an amount not to exceed $3,000,000 each Agreement;
c. Approve additional term extensions for each Agreement beyond the anticipated five-year term of the Request for Qualifications with no change in the scope of work or increase to the dollar amount to allow continuity of services for active projects initiated during the anticipated five-year term of each Agreement, subject to review and approval as to form by the Office of the County Counsel; and
d. Authorize the Director of Public Works, Facilities and Parks or their designee to execute said Professional Services Agreements and future amendments to said Agreements where the amendments do not significantly alter the scope of work or increase the approved amount for each Agreement.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve Professional Services Agreements with GFT Infrastructure, Inc. and Harris & Associates, Inc. to provide on-call construction management services for various construction projects located in the County of Monterey, Request for Qualifications #10914, for a period of five years effective November 21, 2025 to November 20, 2030, for an amount not to exceed $3,000,000 for each Agreement;
b. Approve modified standard Professional Services Agreements with MNS Engineers, Inc. and TRC Engineers, Inc. to provide on-call construction management services for various construction projects located in the County of Monterey, Request for Qualifications #10914, for a period of five years effective November 21, 2025 to November 20, 2030, for an amount not to exceed $3,000,000 each Agreement;
c. Approve additional term extensions for each Agreement beyond the anticipated five-year term of the Request for Qualifications with no change in the scope of work or increase to the dollar amount to allow continuity of services for active projects initiated during the anticipated five-year term of each Agreement, subject to review and approval as to form by the Office of the County Counsel; and

d. Authorize the Director of Public Works, Facilities and Parks or their designee to execute said Professional Services Agreements and future amendments to said Agreements where the amendments do not significantly alter the scope of work or increase the approved amount for each Agreement.

SUMMARY:
The Department of Public Works, Facilities and Parks (PWFP) has established several on-call Professional Services Agreements (PSAs) for specialized services when County staff requires special expertise or when the volume of work exceeds capacity to manage in a timely manner. On-call PSAs are utilized across PWFP for specialized expertise in operations, management and specific facility and capital projects.

The recommended actions will establish PSAs with GFT Infrastructure, Inc. (GFT); Harris & Associates, Inc. (Harris); MNS Engineers, Inc. (MNS); and TRC Engineers, Inc. (TRC) to provide on-call construction management services for various construction projects located in the County.

DISCUSSION:
PWFP has identified a need for construction management services for a variety of County projects. These projects comprise of a wide range of scopes from new construction to minor and major alterations to existing facilities.

The purpose of the on-call PSAs is to augment the need for construction management and inspection services when the volume of work exceeds PWFP's capacity, and to provide specialized expertise PWFP does not have. With the readily available on-call PSAs, consultant services are procured in a timely manner and with the least amount of administrative effort.

On May 15, 2025, PWFP solicited for Statements of Qualifications (SOQs) from qualified consultants through Request for Qualifications (RFQ) #10914 for on-call construction management services. On June 25, 2025, PWFP received SOQs from 15 firms. Of these 15 firms, four firms, GFT, Harris, MNS, and TRC, were identified as the most qualified through a competitive selection process in accordance with County policies and State and Federal laws under RFQ #10914. These four firms were selected for their expertise and capabilities in providing on-call construction management services for projects.

Approval of the recommended actions by the Board of Supervisors (Board) would allow for the issuance of four multi-year agreement (MYA) PSAs, each for a period of five years effective November 21, 2025 to November 20, 2030, for an amount not to exceed $3,000,000 for each PSA, for a combined total of $12,000,000. Each consultant's scope of work, in general, provides construction management services, including but not limited to construction inspection, material testing and surveying services.

The modified standard PSAs with MNS and TRC include language that differs from the County's standard terms. The MNS PSA includes a minor modification to paragraphs 5.01 and 5.02 of Section 5, Performance Standards, and Section 9, Insurance, which does not represent a material change in terms. The TRC PSA also includes a minor modification to paragraph 5.02 of Section 5, Performance Standards. The minor modifications have been reviewed and deemed acceptable by the

Office of the County Counsel, including the County's Risk Manager, and are reflected within the attached proposed modified PSAs (Attachments C and D).

Attachments A through D, provided for reference, include the proposed PSAs and modified standard PSAs. Attachments E and F provide RFQ #10914 and Addendum No. 1 to RFQ #10914.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel, including Risk Management, and the Auditor-Controller's Office have reviewed and approved the PSAs and modified standard PSAs as to form, liability and fiscal provisions, respectively.

FINANCING:
On-call construction management services are used for projects that arise throughout the year and are not specifically scheduled in advance. Appropriations are included in the Road Fund 002 and Capital Project Fund 404 budgets to cover such unscheduled services. Future budgets will continue to include funding for this purpose as well. Costs for services provided under these PSAs will be charged to the applicable project or operating unit and reimbursed from the respective project funding sources.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action aligns with the Board's Strategic Plan Goals for Sustainable Infrastructure, both now and in the future. The on-call construction management services will support the construction of sustainable, physical infrastructure that are required for living, working, recreating in, and visiting the County of Monterey.

___ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy

Prepared by: Jonathan L. Pascua, PE, Senior Civil Engineer, (831) 755-8963
Dalia Mariscal-Martinez, Management Analyst III, (831) 755-8966
Reviewed by: Enrique Saavedra, PE, Chief of Public Works, (831) 755-8970
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks, (831) 755-4800

Attachments:
Attachment A - Proposed PSA with GFT Infrastructure, Inc.
Attachment B - Proposed PSA with Harris & Associates, Inc.
Attachment C - Proposed modified standard PSA with MNS Engineers, Inc.
Attachment D - Proposed modified standard PSA with TRC Engineers, Inc.
Attachment E - RFP #10914
Attachment F - Addendum No. 1 to RFP #10914

Introduced: 11/5/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve Professional Services Agreements with GFT Infrastructure, Inc. and Harris & Associates, Inc. to provide on-call construction management services for various construction projects located in the County of Monterey, Request for Qualifications #10914, for a period of five years effective November 21, 2025 to November 20, 2030, for an amount not to exceed $3,000,000 for each Agreement;
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Professional Services Agreements and future amendments to said Agreements where the amendments do not significantly alter the scope of work or increase the approved amount for each Agreement.

SUMMARY:
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The purpose of the on-call PSAs is to augment the need for construction management and inspection services when the volume of work exceeds PWFP's capacity, and to provide specialized expertise PWFP does not have. With the readily available on-call PSAs, consultant services are procured in a timely manner and with the least amount of administrative effort.

On May 15, 2025, PWFP solicited for Statements of Qualifications (SOQs) from qualified consultants through Request for Qualifications (RFQ) #10914 for on-call construction management services. On June 25, 2025, PWFP received SOQs from 15 firms. Of these 15 firms, four firms, GFT, Harris, MNS, and TRC, were identified as the most qualified through a competitive selection process in accordance with County policies and State and Federal laws under RFQ #10914. These four firms were selected for their expertise and capabilities in providing on-call construction management services for projects.

Approval of the recommended actions by the Board of Supervisors (Board) would allow for the issuance of four multi-year agreement (MYA) PSAs, each for a period of five years effective November 21, 2025 to November 20, 2030, for an amount not to exceed $3,000,000 for each PSA, for a combined total of $12,000,000. Each consultant's scope of work, in general, provides construction management services, including but not limited to construction inspection, material testing and surveying services.

The modified standard PSAs with MNS and TRC include language that differs from the County's standard terms. The MNS PSA includes a minor modification to paragraphs 5.01 and 5.02 of Section 5, Performance Standards, and Section 9, Insurance, which does not represent a material change in terms. The TRC PSA also includes a minor modification to paragraph 5.02 of Section 5, Performance Standards. The minor modifications have been reviewed and deemed acceptable by the Office of the County Counsel, including the County's Risk Manager, and are reflected within the

attached proposed modified PSAs (Attachments C and D).

Attachments A through D, provided for reference, include the proposed PSAs and modified standard PSAs. Attachments E and F provide RFQ #10914 and Addendum No. 1 to RFQ #10914.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel, including Risk Management, and the Auditor-Controller's Office have reviewed and approved the PSAs and modified standard PSAs as to form, liability and fiscal provisions, respectively.

FINANCING:
On-call construction management services are used for projects that arise throughout the year and are not specifically scheduled in advance. Appropriations are included in the Road Fund 002 and Capital Project Fund 404 budgets to cover such unscheduled services. Future budgets will continue to include funding for this purpose as well. Costs for services provided under these PSAs will be charged to the applicable project or operating unit and reimbursed from the respective project funding sources.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action aligns with the Board's Strategic Plan Goals for Sustainable Infrastructure, both now and in the future. The on-call construction management services will support the construction of sustainable, physical infrastructure that are required for living, working, recreating in, and visiting the County of Monterey.

___ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy

Prepared by: Jonathan L. Pascua, PE, Senior Civil Engineer, (831) 755-8963
Dalia Mariscal-Martinez, Management Analyst III, (831) 755-8966
Reviewed by: Enrique Saavedra, PE, Chief of Public Works, (831) 755-8970
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks, (831) 755-4800

Attachments:
Attachment A - Proposed PSA with GFT Infrastructure, Inc.
Attachment B - Proposed PSA with Harris & Associates, Inc.
Attachment C - Proposed modified standard PSA with MNS Engineers, Inc.
Attachment D - Proposed modified standard PSA with TRC Engineers, Inc.
Attachment E - RFP #10914
Attachment F - Addendum No. 1 to RFP #10914

Attachment A

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COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
GFT Infrastructure, Inc.,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide on-call construction management services for various construction projects located in the County of Monterey, Request for Qualifications (RFQ) #10914.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $ 3,000,000.

3. **TERM OF AGREEMENT.** The term of this Agreement is from November 21, 2025 **to** November 20, 2030, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions
Exhibit B Federal Provisions
Exhibit C Incorporation of RFQ #10914, Addendum No. 1 to RFQ #10914, and Statement of Qualifications, on file with the County of Monterey, Department of Public Works, Facilities and Parks (PWFP)

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed

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under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions

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shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:
CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

9. INSURANCE.

9.01 Evidence of Coverage:
Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers:
All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VII, according to the current A.M.

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Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

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If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:
The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:
For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:
The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **COMPLIANCE WITH APPLICABLE LAWS.**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

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13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

15. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's Contract Administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Dalia Mariscal-Martinez, Management Analyst III	Rany Chek, PE, Principal
Name and Title	Name and Title
1441 Schilling Place, 2nd Floor Salinas, California 93901	1000 Burnett Avenue, Suite 445 Concord, California 94520
Address	Address
(831) 755-8966	(925) 383-9105
Phone	Phone

16. **MISCELLANEOUS PROVISIONS.**

16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

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16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

16.11 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.14 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

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16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.16 Independent Contractor Compliance with Government Code Section 1097.6 (c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

17. **CONSENT TO USE OF ELECTRONIC SIGNATURES**.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq*.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq*. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Chief Contracts & Procurement Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Mary Grace Perry, Deputy County Counsel
76A18B9BA72D498...
County Counsel

Date: 10/30/2025 | 5:23 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz
E79EF64E57454F6...
Auditor/Controller

Date: 11/3/2025 | 3:49 PM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management[3]

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

GFT Infrastructure, Inc.
Contractor's Business Name*

By: Signed by: Rany Chek
9277A8FE5DF94A9...
(Signature of Chair, President, or Vice-President)*

Rany Chek, Vice President
Name and Title

Date: 10/30/2025 | 4:04 PM PDT

By: Signed by: Lea Ann Schmolze
B78445876ECF46F...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Lea Ann Schmolze, Assistant Secretary
Name and Title

Date: 10/30/2025 | 5:20 PM PDT

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code § 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1]Approval by the Office of County Counsel is required.
[2]Approval by Auditor/Controller is required.
[3]Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
GFT Infrastructure, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 CONTRACTOR's Minimum Work Performance Percentage: CONTRACTOR shall perform with their own organization Agreement work amounting to not less than fifty percent (50%) of the original total Agreement price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of County.

A.1.2 The scope of services includes in general construction management and engineering inspection services for various construction projects within the County. The construction projects include the repair and upgrade of existing roadways, drainage facilities, and traffic control devices.

A.1.3 The broad scope requires a diversity of expertise and the ability to deal with a number of specialized construction contract issues. Of particular concern are the qualifications and experience of the individual(s) who will be directly involved in the project(s), as they relate to the California Department of Transportation (Caltrans).

A.1.4 The construction management effort shall include, but not be limited to, the following services and requirements:

Contract Administration:
Provide overall coordination of construction management services, including supervision of contract administration, labor compliance, Disadvantaged Business Enterprise (DBE) programs, field observations and outside services. Attend regularly scheduled project meetings with County or CONTRACTOR representatives to review the progress of the work, resolve field problems as they occur, and perform project related public relations with the public and outside agencies such as the United States Army Corps of Engineers (USACE) and the California Department of Fish and Wildlife (CDFW).

General Inspection:
Provide daily inspections and supervision of the work of the construction contractor's operations as construction progresses and promptly report and resolve problems regarding performance and/or conformity with the drawings and specifications, including contract administration and construction engineering of

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the assigned project. Assist County Resident Engineer in managing construction operations. In accordance with the State Standard Specifications and Special Provisions, ensure that all utility work is coordinated with the appropriate utility company and that all the appropriate permits and inspections are obtained for all items of work.

Change Orders:
In accordance with State Standard Specifications, Special Provisions, and County format, prepare, process, and make recommendations on change orders. County will approve all change orders which are acceptable to County.

Surveying:
Coordinate and supervise construction surveying and staking. Construction staking is to be included in the services provided by CONTRACTOR.

Material Testing:
Coordinate, interpret, certify, and supervise all required soils and material tests in accordance with Caltrans test methods and Standard Specifications. CONTRACTOR shall provide County with a Caltrans certified material testing company to provide material testing services per Caltrans Standard Specifications.

Test Data:
Review and approve copies of certificates of compliance, independent testing laboratory reports, and manufacturer's shop or mill tests to ensure conformance with contract specifications.

Plan Interpretation:
With the assistance of County Resident Engineer, as needed, to interpret the intent of the plans and specifications to protect County against defects and deficiencies in construction on the part of the construction contractor.

Pre-Construction Conference:
Assist in the pre-construction meeting with construction contractor and other project participants. This discussion affords all the parties of the construction contract a common understanding of the proposed work and problems, and possible solutions that may be expected during the life of the construction contract. Labor compliance, equal employment opportunity, safety requirements, water pollution requirements, agreements, and permits shall also be discussed. Respond to questions construction contractor may have and address issues that need to be resolved before work commences.

Safety and Accidents:
Assume the duties of the Project Safety Coordinator. Ensure construction contractor complies with all safety orders, Federal and State, and permits through normal contract administration procedures. Document all incidents with

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photographs and written reports. Manage safety precautions through construction contractor for the public in construction areas.

Approval Schedule:
Prepare a schedule (using Microsoft Project) indicating all items that will be submitted by construction contractor for review and approval requiring action by County. Furnish appropriate forms, as necessary, and monitor the construction contractor's adherence to the schedule.

False Work and Shop Drawings:
Keep records, provide timely engineering review, and prepare written recommendations certifying the adequacy of construction contractor's submittal for false work as well as construction of false work. Coordinate, document, and make engineering recommendations in writing on approval of shop drawings. Final submittal approvals shall be made in consultation with County.

Progress Statements:
Prepare and provide monthly progress statements meeting County requirements including the following: monthly estimates on all items of work with source documents to verify progress payments. Submit weekly copies of daily diaries to County. Submit a copy of the baseline progress schedule and monthly updates as required by the Special Provisions.

Final Walk-through and Final Inspection:
Conduct project walk-through prior to completion of construction. Minutes of this walk-through shall be completed by CONTRACTOR and a copy shall be sent to County. The final walk-through list of attendees shall be coordinated with County. CONTRACTOR shall complete a final inspection of the project and complete the required Final Report forms.

As-Built Plans:
Provide County with an electronic as-built plan file complete with redline changes or corrections. Such plans will be based upon information obtained from field measurements and observations made during project construction and approved contract change orders. The electronic signature and seal of the responsible Registered Resident Engineer or Construction Engineer will be placed in the file on Level 62 (refer to "Highway Design and Topography Information" on Page 2.5-2 of the *Caltrans Computer Aided Design & Drafting (CADD) User's Manual*).

Contract Records:
At the completion of the project, submit the original set of construction books to County cataloged in accordance with Chapter 5, Section 5-102, "Organization of Project Documents," of the *Caltrans Construction Manual* and as directed by County. These records shall include all correspondence, meeting minutes, photographs, agreements, hazardous waste material information and tests, labor

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compliance, contract administration forms, bridge work, diaries, contract item quantity documents, contract change orders, project status sheets, project record-estimate and project status, disputes, project completion documents, etc.

A.1.5 Services shall be provided on an on-call basis. County shall contact CONTRACTOR with regards to an individual task and/or project. CONTRACTOR shall then submit a detailed proposal that shall include at minimum assigned CONTRACTOR staff, relevant task, deliverables, schedule, and cost.

A.1.6 The exact scope for construction management services will be determined prior to a notice to proceed for a specific task and/or project. County may negotiate the scope and cost of the proposal prior to issuance of the notice to proceed. County has the right to reject any submitted proposal.

A.1.7 CONTRACTOR shall advocate for County and ensure the project produced is in the best interest of County. CONTRACTOR shall deliver products on or ahead of the required schedule and within budget.

A.1.8 All work shall be performed in conformance with all applicable County, State and Federal laws relevant to the specific project scope.

A.1.9 In compliance with RFQ #10914, if the project for which CONTRACTOR is ultimately hired for is funded with Federal Highway Administration (FHWA) funds, CONTRACTOR will be required to comply with Federal Provisions. Caltrans Local Assistance Procedures Manual (LAPM), Federal Provisions in Exhibit B, attached hereto and incorporated by reference, shall be completed separately for each individual project by CONTRACTOR and submitted to County for approval prior to County issuing CONTRACTOR with a notice to proceed for the project.

A.1.10 County will issue CONTRACTOR a Delivery Order (DO) number for each individual task and/or project in the amount agreed upon by both parties and after County provides a notice to proceed. DO numbers for each task and/or project will close at the end of each fiscal year (July 1–June 30) and, if necessary, may be reissued at the start of the following fiscal year to allow completion of the task and/or project. The CONTRACTOR should note that County DO numbers change with each fiscal year; therefore, the DO number assigned to a task and/or project may differ from its start to its completion.

A.2 CONTRACTOR shall produce all deliverables (e.g., written reports, installed products, etc.) associated with the assigned task(s) by the deadline specified by the County.

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B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$3,000,000**, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the rates as included in this Exhibit A and in accordance with the following terms:

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at https://www.countyofmonterey.gov/home/showdocument?id=69364. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

County and CONTRACTOR agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars ($1,000).

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by RFQ #10914 may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: *http://www.dir.ca.gov/public-works/prevailing-wage.html*.

Travel expenses for federally funded projects shall be reimbursed in accordance with California Department of Human Resources' (CalHR) rates https://hrmanual.calhr.ca.gov/home/manualitem/1/2201.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Agreement's Multi-Year Agreement (MYA) number and associated DO number, services and/or project name, County Project Manager, and an original hardcopy

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shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov with a copy to goetzj@countyofmonterey.gov:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant GFT Infrastructure, Inc. ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. County of Monterey - RFQ #10914 Contract No. _____ Participation Amount $ 3,000,000.00 Date 9/30/25

For Combined Rate				0.00%
	Fringe Benefit %	+ General &Administrative %	=	Combined ICR%
OR				
For Home Office Rate				147.55%
	Fringe Benefit %	+ General &Administrative %	=	Home Office ICR%
For Field Office Rate				124.93%
	Fringe Benefit %	+ General &Administrative %	=	Field Office ICR%
		Fee	=	10%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual or Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
Rany Chek, PE	$450.00	N/A	N/A	6/17/2025	12/31/2025	$192.20		Not Applicable
Principal In Charge	$463.50	N/A	N/A	1/1/2026	12/31/2026	$197.97	3.0%	
Full-Time/Exempt	$477.41	N/A	N/A	1/1/2027	12/31/2027	$203.91	3.0%	
	$491.73	N/A	N/A	1/1/2028	12/31/2028	$210.03	3.0%	
	$506.48	N/A	N/A	1/1/2029	12/31/2029	$216.33	3.0%	
	$521.67	N/A	N/A	1/1/2030	12/31/2030	$222.82	3.0%	
*Maurice El Hage	$339.71	$408.36	$477.01	6/17/2025	12/31/2025	$137.30		Not Applicable
Project Manager	$349.90	$420.61	$491.32	1/1/2026	12/31/2026	$141.42	3.0%	
Part-Time/Non-Exempt	$360.40	$433.23	$506.06	1/1/2027	12/31/2027	$145.66	3.0%	
	$371.21	$446.23	$521.24	1/1/2028	12/31/2028	$150.03	3.0%	
	$382.35	$459.62	$536.88	1/1/2029	12/31/2029	$154.53	3.0%	
	$393.82	$473.41	$552.99	1/1/2030	12/31/2030	$159.17	3.0%	
Shu-Jon Mao, PE	$326.60	$392.60	$458.60	6/17/2025	12/31/2025	$132.00		Not Applicable
Resident Engineer	$336.40	$404.38	$472.36	1/1/2026	12/31/2026	$135.96	3.0%	
Hourly/Non-Exempt	$346.49	$416.51	$486.53	1/1/2027	12/31/2027	$140.04	3.0%	
	$356.88	$429.00	$501.12	1/1/2028	12/31/2028	$144.24	3.0%	
	$367.59	$441.88	$516.16	1/1/2029	12/31/2029	$148.57	3.0%	
	$378.62	$455.14	$531.65	1/1/2030	12/31/2030	$153.03	3.0%	

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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Consultant GFT Infrastructure, Inc. ☑ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. County of Monterey - RFQ #10914 Contract No. _____ Date 9/30/25

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual or Avg.	% or $	Hourly Range -
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only
Chris McCarty, PE	$246.19	N/A	N/A	6/17/2025	12/31/2025	$99.50		Not Applicable
Resident Engineer	$253.58	N/A	N/A	1/1/2026	12/31/2026	$102.49	3.0%	
Full-Time/Exempt	$261.19	N/A	N/A	1/1/2027	12/31/2027	$105.56	3.0%	
	$269.03	N/A	N/A	1/1/2028	12/31/2028	$108.73	3.0%	
	$277.10	N/A	N/A	1/1/2029	12/31/2029	$111.99	3.0%	
	$285.41	N/A	N/A	1/1/2030	12/31/2030	$115.35	3.0%	
Daniel Dait, PE	$235.05	$282.55	$330.05	6/17/2025	12/31/2025	$95.00		Not Applicable
Resident Engineer	$242.10	$291.03	$339.95	1/1/2026	12/31/2026	$97.85	3.0%	
Hourly/Non-Expempt	$249.36	$299.76	$350.15	1/1/2027	12/31/2027	$100.79	3.0%	
	$256.84	$308.75	$360.65	1/1/2028	12/31/2028	$103.81	3.0%	
	$264.55	$318.01	$371.47	1/1/2029	12/31/2029	$106.92	3.0%	
	$272.49	$327.56	$382.62	1/1/2030	12/31/2030	$110.13	3.0%	
David Cooper	$273.65	N/A	N/A	6/17/2025	12/31/2025	$110.60		Not Applicable
Resident Engineer	$281.86	N/A	N/A	1/1/2026	12/31/2026	$113.92	3.0%	
Full-Time/Exempt	$290.32	N/A	N/A	1/1/2027	12/31/2027	$117.34	3.0%	
	$299.03	N/A	N/A	1/1/2028	12/31/2028	$120.86	3.0%	
	$308.00	N/A	N/A	1/1/2029	12/31/2029	$124.49	3.0%	
	$317.24	N/A	N/A	1/1/2030	12/31/2030	$128.22	3.0%	
Mary Jo Bachini, PE	$192.99	N/A	N/A	6/17/2025	12/31/2025	$78.00		Not Applicable
Resident Engineer	$198.78	N/A	N/A	1/1/2026	12/31/2026	$80.34	3.0%	
Full-Time/Exempt	$204.74	N/A	N/A	1/1/2027	12/31/2027	$82.75	3.0%	
	$210.88	N/A	N/A	1/1/2028	12/31/2028	$85.23	3.0%	
	$217.21	N/A	N/A	1/1/2029	12/31/2029	$87.79	3.0%	
	$223.73	N/A	N/A	1/1/2030	12/31/2030	$90.42	3.0%	
**Josh Williams	$209.02	$251.26	$293.50	6/17/2025	12/31/2025	$84.48		Not Applicable
Construction Inspector	$215.29	$258.80	$302.30	1/1/2026	12/31/2026	$87.01	3.0%	
Full-Time/Non-Exempt	$221.75	$266.56	$311.37	1/1/2027	12/31/2027	$89.62	3.0%	
	$228.40	$274.56	$320.71	1/1/2028	12/31/2028	$92.31	3.0%	
	$235.25	$282.79	$330.33	1/1/2029	12/31/2029	$95.08	3.0%	
Regular Shift	$242.31	$291.28	$340.24	1/1/2030	12/31/2030	$97.93	3.0%	

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Note: Mark-ups are Not Allowed

Consultant GFT Infrastructure, Inc. ☑ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. County of Monterey - RFQ #10914 Contract No. _____ Date 9/30/25

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual or Avg.	% or $	Hourly Range -
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only
**Josh Williams	$227.21	$273.13	$319.04	6/17/2025	12/31/2025	$91.83		Not Applicable
Construction Inspector	$234.03	$281.32	$328.61	1/1/2026	12/31/2026	$94.58	3.0%	
Full-Time/Non-Exempt	$241.05	$289.76	$338.47	1/1/2027	12/31/2027	$97.42	3.0%	
	$248.28	$298.45	$348.62	1/1/2028	12/31/2028	$100.34	3.0%	
	$255.73	$307.41	$359.08	1/1/2029	12/31/2029	$103.35	3.0%	
Second Shift	$263.40	$316.63	$369.85	1/1/2030	12/31/2030	$106.45	3.0%	
**Tom Silva	$205.36	$246.86	$288.36	6/17/2025	12/31/2025	$83.00		Not Applicable
Construction Inspector	$211.52	$254.27	$297.01	1/1/2026	12/31/2026	$85.49	3.0%	
Full-Time/Non-Exempt	$217.87	$261.90	$305.92	1/1/2027	12/31/2027	$88.05	3.0%	
	$224.41	$269.76	$315.10	1/1/2028	12/31/2028	$90.69	3.0%	
	$231.14	$277.85	$324.55	1/1/2029	12/31/2029	$93.41	3.0%	
Regular Shift	$238.07	$286.18	$334.28	1/1/2030	12/31/2030	$96.21	3.0%	
**Tom Silva	$219.64	$264.03	$308.41	6/17/2025	12/31/2025	$88.77		Not Applicable
Construction Inspector	$226.23	$271.95	$317.66	1/1/2026	12/31/2026	$91.43	3.0%	
Full-Time/Non-Exempt	$233.02	$280.11	$327.19	1/1/2027	12/31/2027	$94.17	3.0%	
	$240.01	$288.51	$337.01	1/1/2028	12/31/2028	$97.00	3.0%	
	$247.21	$297.17	$347.12	1/1/2029	12/31/2029	$99.91	3.0%	
Second Shift	$254.63	$306.09	$357.54	1/1/2030	12/31/2030	$102.91	3.0%	
**Stephen Searles	$198.31	$238.39	$278.46	6/17/2025	12/31/2025	$80.15		Not Applicable
Construction Inspector	$204.26	$245.54	$286.81	1/1/2026	12/31/2026	$82.55	3.0%	
Full-Time/Non-Exempt	$210.39	$252.91	$295.42	1/1/2027	12/31/2027	$85.03	3.0%	
	$216.70	$260.49	$304.28	1/1/2028	12/31/2028	$87.58	3.0%	
	$223.20	$268.31	$313.41	1/1/2029	12/31/2029	$90.21	3.0%	
Regular Shift	$229.90	$276.36	$322.82	1/1/2030	12/31/2030	$92.92	3.0%	
**Stephen Searles	$216.50	$260.25	$304.00	6/17/2025	12/31/2025	$87.50		Not Applicable
Construction Inspector	$223.00	$268.07	$313.13	1/1/2026	12/31/2026	$90.13	3.0%	
Full-Time/Non-Exempt	$229.69	$276.11	$322.52	1/1/2027	12/31/2027	$92.83	3.0%	
	$236.58	$284.39	$332.19	1/1/2028	12/31/2028	$95.61	3.0%	
	$243.68	$292.92	$342.16	1/1/2029	12/31/2029	$98.48	3.0%	
Second Shift	$250.99	$301.71	$352.42	1/1/2030	12/31/2030	$101.43	3.0%	

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Consultant GFT Infrastructure, Inc. ☑ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. County of Monterey - RFQ #10914 Contract No. Date 9/30/25

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual or Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
**Omar Khatib	$192.99	$231.99	$270.99	6/17/2025	12/31/2025	$78.00		Not Applicable
Construction Inspector	$198.78	$238.95	$279.12	1/1/2026	12/31/2026	$80.34	3.0%	
Full-Time/Non-Exempt	$204.74	$246.12	$287.49	1/1/2027	12/31/2027	$82.75	3.0%	
	$210.88	$253.50	$296.11	1/1/2028	12/31/2028	$85.23	3.0%	
	$217.21	$261.11	$305.00	1/1/2029	12/31/2029	$87.79	3.0%	
Regular Shift	$223.73	$268.94	$314.15	1/1/2030	12/31/2030	$90.42	3.0%	
**Omar Khatib	$208.16	$250.23	$292.29	6/17/2025	12/31/2025	$84.13		Not Applicable
Construction Inspector	$214.40	$257.73	$301.05	1/1/2026	12/31/2026	$86.65	3.0%	
Full-Time/Non-Exempt	$220.83	$265.46	$310.08	1/1/2027	12/31/2027	$89.25	3.0%	
	$227.45	$273.42	$319.38	1/1/2028	12/31/2028	$91.93	3.0%	
	$234.27	$281.62	$328.96	1/1/2029	12/31/2029	$94.69	3.0%	
Second Shift	$241.30	$290.07	$338.83	1/1/2030	12/31/2030	$97.53	3.0%	
**Tom Galvan	$225.43	$270.99	$316.54	6/17/2025	12/31/2025	$91.11		Not Applicable
Construction Inspector	$232.19	$279.11	$326.03	1/1/2026	12/31/2026	$93.84	3.0%	
Hourly/Non-Exempt	$239.16	$287.49	$335.82	1/1/2027	12/31/2027	$96.66	3.0%	
	$246.33	$296.11	$345.89	1/1/2028	12/31/2028	$99.56	3.0%	
	$253.72	$305.00	$356.27	1/1/2029	12/31/2029	$102.55	3.0%	
Regular Shift	$261.33	$314.15	$366.96	1/1/2030	12/31/2030	$105.63	3.0%	
**Tom Galvan	$243.61	$292.84	$342.07	6/17/2025	12/31/2025	$98.46		Not Applicable
Construction Inspector	$250.92	$301.63	$352.33	1/1/2026	12/31/2026	$101.41	3.0%	
Hourly/Non-Exempt	$258.45	$310.68	$362.90	1/1/2027	12/31/2027	$104.45	3.0%	
	$266.20	$319.99	$373.78	1/1/2028	12/31/2028	$107.58	3.0%	
	$274.19	$329.60	$385.00	1/1/2029	12/31/2029	$110.81	3.0%	
Second Shift	$282.42	$339.49	$396.55	1/1/2030	12/31/2030	$114.13	3.0%	
**Richard Ashbaugh	$228.87	$275.12	$321.37	6/17/2025	12/31/2025	$92.50		Not Applicable
Construction Inspector	$235.74	$283.38	$331.02	1/1/2026	12/31/2026	$95.28	3.0%	
Full-Time/Non-Exempt	$242.81	$291.88	$340.95	1/1/2027	12/31/2027	$98.14	3.0%	
	$250.09	$300.63	$351.17	1/1/2028	12/31/2028	$101.08	3.0%	
	$257.59	$309.65	$361.70	1/1/2029	12/31/2029	$104.11	3.0%	
Regular Shift	$265.32	$318.94	$372.55	1/1/2030	12/31/2030	$107.23	3.0%	

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Note: Mark-ups are Not Allowed

Consultant GFT Infrastructure, Inc. ☑ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. County of Monterey - RFQ #10914 Contract No. _____ Date 1/0/00

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual or Avg.	% or $	Hourly Range -
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only
**Richard Ashbaugh	$228.87	$275.12	$321.37	6/17/2025	12/31/2025	$92.50		Not Applicable
Construction Inspector	$235.74	$283.38	$331.02	1/1/2026	12/31/2026	$95.28	3.0%	
Full-Time/Non-Exempt	$242.81	$291.88	$340.95	1/1/2027	12/31/2027	$98.14	3.0%	
	$250.09	$300.63	$351.17	1/1/2028	12/31/2028	$101.08	3.0%	
	$257.59	$309.65	$361.70	1/1/2029	12/31/2029	$104.11	3.0%	
Second Shift	$265.32	$318.94	$372.55	1/1/2030	12/31/2030	$107.23	3.0%	
Mike Broadwater	$336.74	N/A	N/A	6/17/2025	12/31/2025	$136.10		Not Applicable
SWPPP Manager	$346.84	N/A	N/A	1/1/2026	12/31/2026	$140.18	3.0%	
Full-Time/Exempt	$357.25	N/A	N/A	1/1/2027	12/31/2027	$144.39	3.0%	
	$367.97	N/A	N/A	1/1/2028	12/31/2028	$148.72	3.0%	
	$379.01	N/A	N/A	1/1/2029	12/31/2029	$153.18	3.0%	
	$390.38	N/A	N/A	1/1/2030	12/31/2030	$157.78	3.0%	
David Korfas	$231.34	$278.09	$324.84	6/17/2025	12/31/2025	$93.50		Not Applicable
SWPPP Manager	$238.28	$286.44	$334.59	1/1/2026	12/31/2026	$96.31	3.0%	
Full-Time/Non-Exempt	$245.43	$295.03	$344.63	1/1/2027	12/31/2027	$99.20	3.0%	
	$252.79	$303.88	$354.97	1/1/2028	12/31/2028	$102.18	3.0%	
	$260.37	$313.00	$365.62	1/1/2029	12/31/2029	$105.25	3.0%	
	$268.18	$322.39	$376.59	1/1/2030	12/31/2030	$108.41	3.0%	
Anthony DeFrancesco	$295.92	N/A	N/A	6/17/2025	12/31/2025	$119.60		Not Applicable
Vertical Facilities	$304.80	N/A	N/A	1/1/2026	12/31/2026	$123.19	3.0%	
Full-Time/Exempt	$313.94	N/A	N/A	1/1/2027	12/31/2027	$126.89	3.0%	
	$323.36	N/A	N/A	1/1/2028	12/31/2028	$130.70	3.0%	
	$333.06	N/A	N/A	1/1/2029	12/31/2029	$134.62	3.0%	
	$343.05	N/A	N/A	1/1/2030	12/31/2030	$138.66	3.0%	
TBD				6/17/2025	12/31/2025	$77.00-$135.00		$190.52-$344.02
Resident Engineer				1/1/2026	12/31/2026	$79.31-$139.05	3.0%	$196.24-$344.04
Full-Time/Exempt				1/1/2027	12/31/2027	$81.69-$143.22	3.0%	$202.13-$356.36
				1/1/2028	12/31/2028	$84.14-$147.52	3.0%	$208.19-$364.99
				1/1/2029	12/31/2029	$86.66-$151.95	3.0%	$214.44-$375.94
				1/1/2030	12/31/2030	$89.26-$156.51	3.0%	$220.87-$387.22

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Note: Mark-ups are Not Allowed

Consultant GFT Infrastructure, Inc. ☑ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. County of Monterey - RFQ #10914 Contract No. _____ Date 1/0/00

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual or Avg.	% or $	Hourly Range -
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only
TBD				6/17/2025	12/31/2025	$57.00-$105.00		$141.03-$259.79
Office Engineer				1/1/2026	12/31/2026	$58.71-$108.15	3.0%	$145.26-$267.58
Full-Time/Non-Exempt				1/1/2027	12/31/2027	$60.47-$111.39	3.0%	$149.62-$275.61
				1/1/2028	12/31/2028	$62.28-$114.71	3.0%	$154.11-$283.88
				1/1/2029	12/31/2029	$64.15-$118.17	3.0%	$158.73-$292.40
				1/1/2030	12/31/2030	$66.07-$121.72	3.0%	$163.49-$301.17
TBD				6/17/2025	12/31/2025	$90.00-$175.00		$222.68-$432.99
Scheduler				1/1/2026	12/31/2026	$92.70-$180.25	3.0%	$229.36-$445.98
Full-Time/Non-Exempt				1/1/2027	12/31/2027	$95.48-$185.66	3.0%	$236.24-$459.36
				1/1/2028	12/31/2028	$98.34-$191.23	3.0%	$243.33-$473.14
				1/1/2029	12/31/2029	$101.29-$196.97	3.0%	$250.63-$487.33
				1/1/2030	12/31/2030	$104.33-$202.88	3.0%	$258.15-$501.95

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate$^{=}$ actual hourly rate * (1^{+} ICR) * (1^{+} Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultants annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant GFT Infrastructure, Inc. ☑ Prime Consultant ☐ Subconsultant

Project No. County of Monterey - RFQ #10914 Contract No. _____ Date 9/30/25

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs for Personal Vehicle		IRS Rate		$ 0.00
Company Vehicle ($1,242.32/mo)		Mo	$1,242.32	$ 0.00
Prevailing Wage Subsistence (if applicable, at DIR Rate)		Day	$120.00	$ 0.00
Blueprning and Reproduction		Ea	Actual	$ 0.00
Special Tooling (if required)		Ea	Actual	$ 0.00
Freight and Courier Services		Ea	Actual	$ 0.00
Subconsultant 1: Towill, Inc.				
Subconsultant 2: Moore Twining Associates, Inc.				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

Docusign Envelope ID: 5731CC04-27ED-433A-847F-F32E5C457C35

EXHIBIT 10-H2 COST PROPOSAL

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fair1y to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Rany Chek, PE
Title*: Vice President
Signature: Rany Chek
Date of Certification (mm/dd/yyyy): 9/30/2025
Email: rchek@gftinc.com
Phone Number: (925)383-9105
Address: 1000 Burnett Avenue, Suite 445, Concord, CA 94520

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

On-Call Construction Management services for various construction projects.

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EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Towill, Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount $ _____ Date 9/29/25

For Combined Rate				0.00%
	Fringe Benefit %	+ General &Administrative %	=	Combined ICR%
		OR		
For Home Office Rate				
	Fringe Benefit %	+ General &Administrative %	=	Home Office ICR%
For Field Office Rate				190.36%
	Fringe Benefit %	+ General &Administrative %	=	Field Office ICR%
		Fee	=	10%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual or Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
John T. May, *	$255.52	N/A	N/A	6/17/2025	12/31/2025	$80.00		Not Applicable
Survey Task Lead	$263.19	N/A	N/A	1/1/2026	12/31/2026	$82.40	3.0%	
Full-Time/Exempt	$271.09	N/A	N/A	1/1/2027	12/31/2027	$84.87	3.0%	
	$279.22	N/A	N/A	1/1/2028	12/31/2028	$87.42	3.0%	
	$287.60	N/A	N/A	1/1/2029	12/31/2029	$90.04	3.0%	
	$296.23	N/A	N/A	1/1/2030	12/31/2030	$92.74	3.0%	
Matthew Vielbaum, PLS, *, **	$201.51	$233.06	$264.60	6/17/2025	12/31/2025	$63.09		Not Applicable
Survey Party Chief	$207.56	$240.05	$272.54	1/1/2026	12/31/2026	$64.98	3.0%	
Full-Time/Non-Exempt	$213.79	$247.26	$280.72	1/1/2027	12/31/2027	$66.93	3.0%	
	$220.20	$254.67	$289.14	1/1/2028	12/31/2028	$68.94	3.0%	
	$226.81	$262.32	$297.82	1/1/2029	12/31/2029	$71.01	3.0%	
	$233.61	$270.18	$306.75	1/1/2030	12/31/2030	$73.14	3.0%	
Staff	$247.53	N/A	N/A	6/17/2025	12/31/2025	$77.50		$75.00 - $80.00
Senior Surveyor	$254.96	N/A	N/A	1/1/2026	12/31/2026	$79.83	3.0%	$77.25 - $82.40
Full Time/Exempt	$262.61	N/A	N/A	1/1/2027	12/31/2027	$82.22	3.0%	$76.00 - $84.87
	$270.49	N/A	N/A	1/1/2028	12/31/2028	$84.69	3.0%	$78.28 - $87.42
	$278.60	N/A	N/A	1/1/2028	12/31/2028	$87.23	3.0%	$80.63 - $90.04
	$286.96	N/A	N/A	1/1/2029	12/31/2029	$89.85	3.0%	$83.05 - $92.74
Staff	$196.84	N/A	N/A	6/17/2025	12/31/2025	$61.63		$51.25 - $72.00
Project Surveyor	$202.75	N/A	N/A	1/1/2026	12/31/2026	$63.48	3.0%	$52.79 - $74.16
Full-Time/Exempt	$208.83	N/A	N/A	1/1/2027	12/31/2027	$65.38	3.0%	$54.37 - $76.38
	$215.09	N/A	N/A	1/1/2028	12/31/2028	$67.34	3.0%	$56.00 - $78.68
	$221.54	N/A	N/A	1/1/2029	12/31/2029	$69.36	3.0%	$57.68 - $81.04
	$228.19	N/A	N/A	1/1/2030	12/31/2030	$71.44	3.0%	$59.41 - $83.47
Staff	$148.52	$171.77	$195.02	6/17/2025	12/31/2025	$46.50		$42.00 - $51.00
Associate Surveyor	$152.98	$176.93	$200.88	1/1/2026	12/31/2026	$47.90	3.0%	$43.26 - $52.53
Full-Time/Non-Exempt	$157.57	$182.24	$206.91	1/1/2027	12/31/2027	$49.34	3.0%	$44.56 - $54.11
	$162.30	$187.71	$213.12	1/1/2028	12/31/2028	$50.82	3.0%	$45.89 - $55.73
	$167.17	$193.34	$219.51	1/1/2029	12/31/2029	$52.34	3.0%	$47.27 - $57.40
	$172.19	$199.15	$226.10	1/1/2030	12/31/2030	$53.91	3.0%	$48.69 - $59.12

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Note: Mark-ups are Not Allowed

Consultant Towill, Inc. ☐ Prime Consultant ☑ Subconsultant 2nd Tier Subconsultant

Project No. 0 Contract No. Date 9/29/25

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual or Avg.	% or $	Hourly Range -
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only
Staff	$94.22	$108.97	$123.72	6/17/2025	12/31/2025	$29.50		$22.00 - $37.00
Survey Office Technician	$97.05	$112.25	$127.44	1/1/2026	12/31/2026	$30.39	3.0%	$22.66 - $38.11
Full-Time/Non-Exempt	$99.96	$115.61	$131.26	1/1/2027	12/31/2027	$31.30	3.0%	$23.34 - $39.25
	$102.96	$119.08	$135.20	1/1/2028	12/31/2028	$32.24	3.0%	$24.04 - $40.43
	$106.05	$122.66	$139.26	1/1/2029	12/31/2029	$33.21	3.0%	$24.76 - $41.64
	$109.23	$126.34	$143.44	1/1/2030	12/31/2030	$34.21	3.0%	$25.50 - $42.89
Staff, **	$199.85	$231.14	$262.42	6/17/2025	12/31/2025	$62.57		$62.05 - $63.09
Survey Party Chief	$205.85	$238.08	$270.30	1/1/2026	12/31/2026	$64.45	3.0%	$63.91 - $64.98
Full-Time/Non-Exempt	$212.03	$245.22	$278.41	1/1/2027	12/31/2027	$66.38	3.0%	$65.83 - $66.93
	$218.39	$252.58	$286.76	1/1/2028	12/31/2028	$68.37	3.0%	$67.80 - $68.94
	$224.94	$260.15	$295.36	1/1/2029	12/31/2029	$70.42	3.0%	$69.84 - $71.01
	$231.69	$267.96	$304.22	1/1/2030	12/31/2030	$72.53	3.0%	$71.93 - $73.14
Staff, **	$167.94	$194.23	$220.52	6/17/2025	12/31/2025	$52.58		$52.58 - $52.58
Survey Chainperson	$172.98	$200.06	$227.14	1/1/2026	12/31/2026	$54.16	3.0%	$54.16 - $54.16
Full-Time/Non-Exempt	$178.17	$206.06	$233.95	1/1/2027	12/31/2027	$55.78	3.0%	$55.78 - $55.78
	$183.52	$212.25	$240.97	1/1/2028	12/31/2028	$57.45	3.0%	$57.46 - $57.46
	$189.03	$218.62	$248.20	1/1/2029	12/31/2029	$59.17	3.0%	$59.18 - $59.18
	$194.70	$225.18	$255.65	1/1/2030	12/31/2030	$60.95	3.0%	$60.95 - $60.95
Staff **	$125.97	$145.69	$165.41	6/17/2025	12/31/2025	$39.44		$31.55 - $47.32
Survey Apprentice	$129.75	$150.06	$170.37	1/1/2026	12/31/2026	$40.62	3.0%	$32.50 - $48.74
Full-Time/Non-Exempt	$133.64	$154.56	$175.48	1/1/2027	12/31/2027	$41.84	3.0%	$33.47 - $50.20
	$137.65	$159.20	$180.75	1/1/2028	12/31/2028	$43.10	3.0%	$34.48 - $51.71
	$141.78	$163.98	$186.17	1/1/2029	12/31/2029	$44.39	3.0%	$35.51 - $53.26
	$146.03	$168.89	$191.75	1/1/2030	12/31/2030	$45.72	3.0%	$36.58 - $54.86
Name	$0.00	$0.00	$0.00	6/17/2025	12/31/2025	$0.00		Not Applicable
Job Title	$0.00	$0.00	$0.00	1/1/2026	12/31/2026	$0.00	3.0%	
Full-Time/Non-Exempt	$0.00	$0.00	$0.00	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2030	12/31/2030	$0.00	3.0%	

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

☑

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate= actual hourly rate * (1^{+} ICR) * (1^{+} Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultants annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Towill, Inc. ☐ Prime Consultant ☑ Subconsultant

Project No. 0 Contract No. _____ Date 9/29/25

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs for Personal Vehicle		IRS Rate		$ 0.00
Company Vehicle		Mo	$0.00	$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fair1y to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Frank Borges
Title*: Principal
Signature: [signature]
Date of Certification (mm/dd/yyyy): 9/29/2025
Email: frank.borges@towill.com
Phone Number: 925.682.6976 ext. 1036
Address: Towill, Inc. 2300 Clayton Rd, Suite 1200 Concord, CA 94520

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Land Surveying

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EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Moore Twining Associates, Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. RFQ #10914 Contract No. _____ Participation Amount $ _____ Date 9/30/25

For Combined Rate				220.00%
	Fringe Benefit %	+ General &Administrative %	=	Combined ICR%
OR				
For Home Office Rate				0.00%
	Fringe Benefit %	+ General &Administrative %	=	Home Office ICR%
For Field Office Rate				220.00%
	Fringe Benefit %	+ General &Administrative %	=	Field Office ICR%
		Fee	=	10%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual or Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
Harry D, Moore, RCE, RGE *	$320.95	N/A	N/A	6/17/2025	12/31/2025	$91.18		Not Applicable
President	$330.58	N/A	N/A	1/1/2026	12/31/2026	$93.92	3.0%	
Full-Time/Exempt	$340.50	N/A	N/A	1/1/2027	12/31/2027	$96.74	3.0%	
	$350.72	N/A	N/A	1/1/2028	12/31/2028	$99.64	3.0%	
	$361.24	N/A	N/A	1/1/2029	12/31/2029	$102.63	3.0%	
	$372.08	N/A	N/A	1/1/2030	12/31/2030	$105.71	3.0%	
Read Andersen	$296.14	$338.21	$380.27	6/17/2025	12/31/2025	$84.13		Not Applicable
Geotechnical Division Manager	$305.02	$348.35	$391.67	1/1/2026	12/31/2026	$86.65	3.0%	
Full Time / Exempt	$314.17	$358.80	$403.42	1/1/2027	12/31/2027	$89.25	3.0%	
	$323.60	$369.57	$415.53	1/1/2028	12/31/2028	$91.93	3.0%	
	$333.31	$380.66	$428.00	1/1/2029	12/31/2029	$94.69	3.0%	
	$343.31	$392.08	$440.84	1/1/2030	12/31/2030	$97.53	3.0%	
Dale Siemer, PE	$236.93	$270.59	$304.24	6/17/2025	12/31/2025	$67.31		Not Applicable
Construction Inspection Division	$244.04	$278.71	$313.37	1/1/2026	12/31/2026	$69.33	3.0%	
Full Time / Exempt	$251.36	$287.07	$322.77	1/1/2027	12/31/2027	$71.41	3.0%	
	$258.90	$295.68	$332.45	1/1/2028	12/31/2028	$73.55	3.0%	
	$266.67	$304.55	$342.43	1/1/2029	12/31/2029	$75.76	3.0%	
	$274.67	$313.69	$352.70	1/1/2030	12/31/2030	$78.03	3.0%	

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Note: Mark-ups are Not Allowed

Consultant Moore Twining Associates, Inc. Prime Consultant ☑ Subconsultant 2nd Tier Subconsultant

Project No. RFQ #10914 Contract No. _____ Date 9/30/25

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual or Avg.	% or $	Hourly Range -
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only
Adrian Lopez	$169.24	N/A	N/A	6/17/2025	12/31/2025	$48.08		Not Applicable
Central CA Construction Inspection	$174.32	N/A	N/A	1/1/2026	12/31/2026	$49.52	3.0%	
Full-Time/Exempt	$179.55	N/A	N/A	1/1/2027	12/31/2027	$51.01	3.0%	
	$184.94	N/A	N/A	1/1/2028	12/31/2028	$52.54	3.0%	
	$190.49	N/A	N/A	1/1/2029	12/31/2029	$54.12	3.0%	
	$196.20	N/A	N/A	1/1/2030	12/31/2030	$55.74	3.0%	
Hector Flores Ortiz *	$133.76	$200.64	$267.52	6/17/2025	12/31/2025	$38.00		Not Applicable
Central Coast Staff Engineer	$137.77	$206.66	$275.54	1/1/2026	12/31/2026	$39.14	3.0%	
Hourly/Non-Exempt	$141.90	$212.85	$283.80	1/1/2027	12/31/2027	$40.31	3.0%	
	$146.16	$219.24	$292.32	1/1/2028	12/31/2028	$41.52	3.0%	
	$150.54	$225.81	$301.08	1/1/2029	12/31/2029	$42.77	3.0%	
	$155.06	$232.59	$310.12	1/1/2030	12/31/2030	$44.05	3.0%	
Michael Shwiyhat	$199.69	N/A	N/A	6/17/2025	12/31/2025	$56.73		Not Applicable
Materials Testing Division Manager	$205.68	N/A	N/A	1/1/2026	12/31/2026	$58.43	3.0%	
Full-Time/Exempt	$211.85	N/A	N/A	1/1/2027	12/31/2027	$60.18	3.0%	
	$218.21	N/A	N/A	1/1/2028	12/31/2028	$61.99	3.0%	
	$224.76	N/A	N/A	1/1/2029	12/31/2029	$63.85	3.0%	
	$231.50	N/A	N/A	1/1/2030	12/31/2030	$65.77	3.0%	
Shaun Reich	$126.72	$190.08	$253.44	6/17/2025	12/31/2025	$36.00		Not Applicable
Staff Engineer	$130.52	$195.78	$261.04	1/1/2026	12/31/2026	$37.08	3.0%	
Full-Time/non- Exempt	$134.44	$201.66	$268.88	1/1/2027	12/31/2027	$38.19	3.0%	
	$138.47	$207.71	$276.94	1/1/2028	12/31/2028	$39.34	3.0%	
	$142.62	$213.93	$285.24	1/1/2029	12/31/2029	$40.52	3.0%	
	$146.90	$220.35	$293.80	1/1/2030	12/31/2030	$41.74	3.0%	
Allen Harker, CEG	$199.69	$228.06	$256.42	6/17/2025	12/31/2025	$56.73		Not Applicable
Certified Engineering Geologist	$205.68	$234.90	$264.11	1/1/2026	12/31/2026	$58.43	3.0%	
Full-Time/Exempt	$211.85	$241.94	$272.03	1/1/2027	12/31/2027	$60.18	3.0%	
	$218.21	$249.21	$280.20	1/1/2028	12/31/2028	$61.99	3.0%	
	$224.76	$256.69	$288.61	1/1/2029	12/31/2029	$63.85	3.0%	
	$231.50	$264.39	$297.27	1/1/2030	12/31/2030	$65.77	3.0%	

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Note: Mark-ups are Not Allowed

Consultant Moore Twining Associates, Inc. Prime Consultant ☑ Subconsultant 2nd Tier Subconsultant

Project No. RFQ #10914 Contract No. _____ Date 9/30/25

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual or Avg.	% or $	Hourly Range -
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only
Alan Villagas, EIT	$133.76	$200.64	$267.52	6/17/2025	12/31/2025	$38.00		Not Applicable
Staff Engineer	$137.77	$206.66	$275.54	1/1/2026	12/31/2026	$39.14	3.0%	
Full-Time/Non-Exempt	$141.90	$212.85	$283.80	1/1/2027	12/31/2027	$40.31	3.0%	
	$146.16	$219.24	$292.32	1/1/2028	12/31/2028	$41.52	3.0%	
	$150.54	$225.81	$301.08	1/1/2029	12/31/2029	$42.77	3.0%	
	$155.06	$232.59	$310.12	1/1/2030	12/31/2030	$44.05	3.0%	
Keith Mayes	$203.08	$231.93	$260.77	6/17/2025	12/31/2025	$57.69		Not Applicable
Environmental Division Manager	$209.17	$238.88	$268.59	1/1/2026	12/31/2026	$59.42	3.0%	
Full-Time/Exempt	$215.45	$246.05	$276.65	1/1/2027	12/31/2027	$61.20	3.0%	
	$221.91	$253.43	$284.95	1/1/2028	12/31/2028	$63.04	3.0%	
	$228.57	$261.04	$293.50	1/1/2029	12/31/2029	$64.93	3.0%	
	$235.43	$268.87	$302.31	1/1/2030	12/31/2030	$66.88	3.0%	
Inspector - Group 1 **	$344.92	$393.92	$442.91	6/17/2025	12/31/2025	$97.99		Not Applicable
Determination NC-63-3-9	$359.00	$410.00	$460.99	1/1/2026	12/31/2026	$101.99	$4.00	
Full-Time/Non-Exempt	$373.08	$426.08	$479.07	1/1/2027	12/31/2027	$105.99	$4.00	
	$387.16	$442.16	$497.15	1/1/2028	12/31/2028	$109.99	$4.00	
	$401.24	$458.24	$515.23	1/1/2029	12/31/2029	$113.99	$4.00	
	$415.32	$474.32	$533.31	1/1/2030	12/31/2030	$117.99	$4.00	
Inspector - Group 2 **	$337.88	$385.88	$433.87	6/17/2025	12/31/2025	$95.99		Not Applicable
Determination NC-63-3-9	$351.96	$401.96	$451.95	1/1/2026	12/31/2026	$99.99	$4.00	
Full-Time/Non-Exempt	$366.04	$418.04	$470.03	1/1/2027	12/31/2027	$103.99	$4.00	
	$380.12	$434.12	$488.11	1/1/2028	12/31/2028	$107.99	$4.00	
	$394.20	$450.20	$506.19	1/1/2029	12/31/2029	$111.99	$4.00	
	$408.28	$466.28	$524.27	1/1/2030	12/31/2030	$115.99	$4.00	
Field Technician - Group 3	$310.78	$354.93	$399.07	6/17/2025	12/31/2025	$88.29		Not Applicable
Determination NC-63-3-9	$323.14	$369.04	$414.94	1/1/2026	12/31/2026	$91.80	$3.51	
Full-Time/Non-Exempt	$335.49	$383.15	$430.80	1/1/2027	12/31/2027	$95.31	$3.51	
	$347.85	$397.26	$446.67	1/1/2028	12/31/2028	$98.82	$3.51	
	$360.20	$411.37	$462.53	1/1/2029	12/31/2029	$102.33	$3.51	
	$372.56	$425.48	$478.40	1/1/2030	12/31/2030	$105.84	$3.51	

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Note: Mark-ups are Not Allowed

Consultant Moore Twining Associates, Inc. Prime Consultant ☑ Subconsultant 2nd Tier Subconsultant

Project No. RFQ #10914 Contract No. Date 9/30/25

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual or Avg.	% or $	Hourly Range -
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only
Field Technician - Group 4	$234.50	$267.81	$301.12	6/17/2025	12/31/2025	$66.62		Not Applicable
Determination NC-63-3-9	$245.41	$280.27	$315.13	1/1/2026	12/31/2026	$69.72	$3.10	
Full-Time/Non-Exempt	$252.98	$288.92	$324.85	1/1/2027	12/31/2027	$71.87	$3.10	
	$263.54	$300.98	$338.41	1/1/2028	12/31/2028	$74.87	$3.10	
	$274.10	$313.04	$351.97	1/1/2029	12/31/2029	$77.87	$3.10	
	$285.01	$325.50	$365.98	1/1/2030	12/31/2030	$80.97	$3.10	
**Name	$0.00	$0.00	$0.00	6/17/2025	12/31/2025	$0.00		Not Applicable
Title/Classification	$0.00	$0.00	$0.00	1/1/2026	12/31/2026	$0.00	3.0%	
Full-Time/Non-Exempt	$0.00	$0.00	$0.00	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2030	12/31/2030	$0.00	3.0%	
**Name	$0.00	$0.00	$0.00	6/17/2025	12/31/2025	$0.00		Not Applicable
Title/Classification	$0.00	$0.00	$0.00	1/1/2026	12/31/2026	$0.00	3.0%	
Hourly/Non-Exempt	$0.00	$0.00	$0.00	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2030	12/31/2030	$0.00	3.0%	
**Name	$0.00	$0.00	$0.00	6/17/2025	12/31/2025	$0.00		Not Applicable
Title/Classification	$0.00	$0.00	$0.00	1/1/2026	12/31/2026	$0.00	3.0%	
Hourly/Non-Exempt	$0.00	$0.00	$0.00	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2030	12/31/2030	$0.00	3.0%	
**Name	$0.00	$0.00	$0.00	6/17/2025	12/31/2025	$0.00		Not Applicable
Title/Classification	$0.00	$0.00	$0.00	1/1/2026	12/31/2026	$0.00	3.0%	
Full-Time/Non-Exempt	$0.00	$0.00	$0.00	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2030	12/31/2030	$0.00	3.0%	

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Note: Mark-ups are Not Allowed

Consultant Moore Twining Associates, Inc. Prime Consultant ☑ Subconsultant 2nd Tier Subconsultant

Project No. RFQ #10914 Contract No. _____ Date 1/0/00

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual or Avg.	% or $	Hourly Range -
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only
**Name	$0.00	$0.00	$0.00	6/17/2025	12/31/2025	$0.00		Not Applicable
Title/Classification	$0.00	$0.00	$0.00	1/1/2026	12/31/2026	$0.00	3.0%	
Full-Time/Non-Exempt	$0.00	$0.00	$0.00	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2030	12/31/2030	$0.00	3.0%	
Name	$0.00	N/A	N/A	6/17/2025	12/31/2025	$0.00		Not Applicable
Title/Classification	$0.00	N/A	N/A	1/1/2026	12/31/2026	$0.00	3.0%	
Full-Time/Exempt	$0.00	N/A	N/A	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	N/A	N/A	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	N/A	N/A	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	N/A	N/A	1/1/2030	12/31/2030	$0.00	3.0%	
Name	$0.00	$0.00	$0.00	6/17/2025	12/31/2025	$0.00		Not Applicable
Title/Classification	$0.00	$0.00	$0.00	1/1/2026	12/31/2026	$0.00	3.0%	
Full-Time/Non-Exempt	$0.00	$0.00	$0.00	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2030	12/31/2030	$0.00	3.0%	
Name	$0.00	N/A	N/A	6/17/2025	12/31/2025	$0.00		Not Applicable
Title/Classification	$0.00	N/A	N/A	1/1/2026	12/31/2026	$0.00	3.0%	
Full-Time/Exempt	$0.00	N/A	N/A	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	N/A	N/A	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	N/A	N/A	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	N/A	N/A	1/1/2030	12/31/2030	$0.00	3.0%	

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate$^{=}$ actual hourly rate * (1^{+} ICR) * (1^{+} Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultants annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Moore Twining Associates, Inc. ☐ Prime Consultant ☑ Subconsultant

Project No. RFQ #10914 Contract No. _____ Date 9/30/25

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs for Personal Vehicle		IRS Rate		$ 0.00
Company Vehicle		Day	$36.00	$ 0.00
Prevailing Wage Subsistence (if applicable, at DIR Rate)		Day	$0.00	$ 0.00
Blueprinting and Reproduction		Ea	Actual	$ 0.00
Special Tooling (if required)		Ea	Actual	$ 0.00
Freight and Courier Services		Ea	Actual	$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fair1y to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Harry D. Moore

Title*: President

Signature: Harry D. Moore

Date of Certification (mm/dd/yyyy): 09/30/2025

Email: harrym@mooretwining.com

Phone Number: 559-970-7021

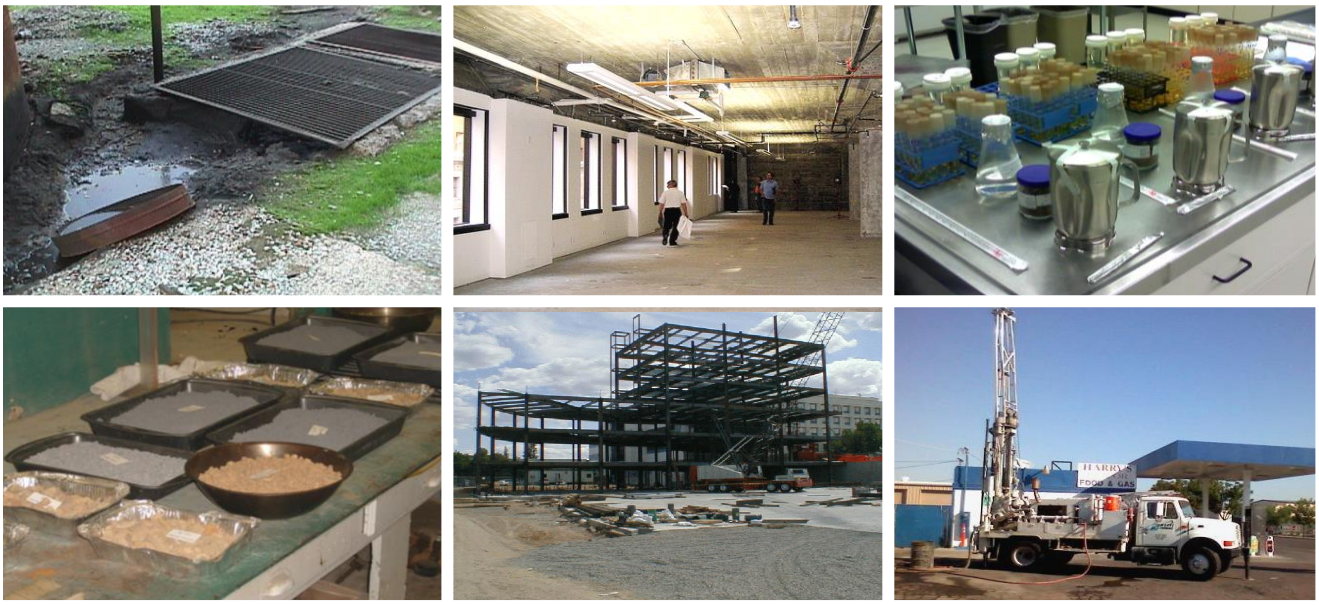
Address: 2527 Fresno Street Fresno, CA 93721

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction Inspection and Materials Testing

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2025-2030 Materials Testing Fee Schedule for Northern California GFT, Inc. Exp 12.31.2030

Moore Twining Associates, Incorporated
800-268-7021
www.mooretwining.com

MOORE TWINING ASSOCIATES, INC.

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Introduction

Moore Twining Associates, Inc. (Moore Twining), founded in 1898, has continually provided professional consulting and analytical services throughout California for the past 120 years. Moore Twining provides professional services in geotechnical engineering, environmental services, construction inspection, materials testing, drilling services, and analytical chemistry.



Offices are maintained in Riverside, Fresno, Sand City (Monterey), and Sacramento, California with the Fresno office also serving as our corporate headquarters. Our professional staff consists of registered geotechnical engineers, registered civil engineers, registered professional geologists, certified engineering geologists, chemists, certified inspectors, laboratory technicians, and administrative personnel.

Our reputation for service and integrity is known by individuals involved in all aspects of the engineering and testing industries throughout California. We take pride in providing our clients with consistently reliable and cost-effective services.

Office Locations

Fresno (Corporate Headquarters)	2527 Fresno Street Fresno, California 93721 Phone: 559.268.7021 Fax: 559.268.7126
Chemistry Division Fax:	559.268.0740
Riverside	11800 Sterling Ave., Suite C Riverside, California 92503 Phone: 951.898.8932 Fax: 951.898.8974
Monterey	501 Ortiz Avenue Sand City, California 93955 Phone: 831.392.1056 Fax: 831.392.1059
Sacramento	165 Commerce Circle, Suite D Sacramento, California 95815 Phone: 916.381.9477 Fax: 916.381.9478

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Basis of Fees

1. Fees stated in this fee schedule are for professional services, construction inspection, and materials testing services provided by Moore Twining Associates, Inc. Geotechnical, Environmental, Analytical Chemistry and Drilling fees are presented separately upon request.
2. The fees listed herein are typical of engineering, inspection, and testing services most frequently provided by Moore Twining Associates, Inc. Fees for other services and special quotations will be provided upon request. Special consideration is given to projects involving protracted periods of time or volume testing. All fees are subject to change without notice.
3. A minimum of four hours per day will be charged for all field services portal to portal from our nearest office to the job site. Field services over four hours will be charged at four hour increments thereafter. A cancellation charge of four hours will be billed in the event the client fails to notify our office of a cancellation at least 24 hours prior to the scheduled inspection.
4. Time Schedule: Basis of sampling, observation, travel, and other fees:

   Rate of Changes Period

Regular Time	Monday through Friday – eight hours from 8:00 a.m. to 5:00 p.m.
Time and One-Half	Monday through Friday – after continuous eight hours and Saturdays
Double Time	Monday through Friday – after continuous eight hours Work and four overtime hours and/or Sundays and Holidays

   Shift Differential

Second Shift	Regular hourly rate plus 15% for the first eight hours worked; time in excess of eight hours will be charged at overtime rate

5. Fees reflect per-unit tests and only include reporting of laboratory and/or field results not requiring engineering evaluation, recommendations, and/or conclusions.
6. Vehicle mileage, when applicable, is $0.70 per mile or current IRS mileage reimbursement rate. Drill rig, heavy equipment trucks, and four-wheel drive vehicles are $1.75 per mile. All vehicle mileage charges (except for drill rigs) are from Moore Twining Associates, Inc.'s nearest office. Drill rigs are from our Drilling office located at 662 R Street in Fresno, California.
7. Work requiring special equipment, machinery rental, outside consultants, etc., will be charged at cost-plus-15% unless otherwise noted. The cost of replacing equipment that is damaged due to client's request and/or negligence will be assessed.
8. For delivery of additional materials and/or equipment to the job site, pick-up of materials requested, and/or equipment ordered but not used, there will be a charge of $70/hour. There will be a restocking fee of 20% on all materials returned. Any special rental equipment such as air compressors, generators, cement mixers, etc. can be provided at cost-plus-15%, plus pick-up and delivery charges. Other equipment necessary to meet your project's special needs can be obtained upon request. Clients ordering specialized materials will be billed for the full amount pf purchase regardless of utilization of only a portion thereof.
9. Staff billing rates will be imposed for requested research into technical files or records.

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10. Requests for additional copies of reports are charged at secretarial rate plus photocopying fee of $0.10 per page.
11. Facsimiles are charged at $1.00 per page for local calls and $1.50 for long-distance calls.
12. Public carriers, i.e. overnight mail, FedEx, UPS, Greyhound, etc. will be charged at cost plus secretarial time.
13. Processing of affidavits and certificates are charged at $50 for each additional insured.
14. Additional insured certificates are charged at $50 for each additional insured.
15. Certified payroll, $50 per week.
16. The client will be invoiced for all services, equipment, materials, and supplies used on a project. Any invoice under $100 will be C.O.D. ~~All other invoices are due and payable on the 10th of the next succeeding month following date of charge and are past-due thereafter. Past-due balances are subject to a finance charge of 1.5% per month (an annual percentage rate [APR] of 18%).~~ All invoice errors or necessary corrections will be brought to the attention of the company within ten days of receipt of the invoice; thereafter, client acknowledges invoices are correct and valid.
17. The unit rates provided in this fee schedule will be applicable until December 31, 2030.

Initial
RC — 11/3/2025 | 12:04 PM PST
Contractor's Initials — Date

BS

PR — 11/3/2025 | 3:49 PM PST
County Auditor/Controller's Initials — Date

Initial
MGP — 11/4/2025 | 11:10 AM PST

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SUPPORT STAFF HOURLY RATES			
Computer Aided Drafting	$ 90.00	Hour	
Compliance Monitoring	$ 70.00	Hour	
Administrative Services	$ 70.00	Hour	
EQUIPMENT AND VEHICLE UNIT RATES			
Nuclear Gauge Density Charge	$ 100.00	Day	
Torque Testing Equipment	$ 22.00	Day	
Coring Rig & Generator	$ 500.00	Day	
Skidmore	$ 22.00	Day	
Proof Load Testing Equipment	$ 22.00	Day	
Ultrasonic Test Unit & Consumables	$ 50.00	Day	
Misc Materials & Supplies	$ Quote		
Bit Charge	$ 10.00	Inch	
Sample Pickup (if special trip is required)	$ 82.50	Hour	
Vehicle Mileage (or current IRS Mileage Reimbursement)	$ 0.70	Mile	
Vehicle Charge	$ 36.00	Day	
MATERIALS TESTING UNIT FEES			
AGGREGATES	**TEST METHOD***		
Sieve Analysis of Fine and Coarse Aggregates	ASTM C136	$ 244.00	Each
Materials Finer than 75-um (No. 200) Sieve in MineralAggregates by Washing	ASTM C117	$ 147.00	Each
Sieve Analysis of Fines w/ Wash	ASTM C136	$ 163.00	Each
Relative Density (Specific Gravity) and Absorption of Coarse Aggregate	ASTM C127	$ 177.00	Each
Relative Density (Specific Gravity) and Absorption of Fine Aggregate	ASTM C128	$ 177.00	Each
Clay Lumps and Friable Particles in Aggregates	ASTM C142	$ 221.00	Each
Evaluating Cleanness of Coarse Aggregate CTM 227	CT 227	$ 177.00	Each
Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821	$ 190.00	Each
Durability Index	CT 229	$ 177.00	Each
Resistance to Degradation of Large-Size Coarse Aggregates by Abrasion and Impact in the Los Angeles Machine	ASTM C535 / C131	$ 263.00	Each
Organic Impurities in Fine Aggregates for Concrete	ASTM C40	$ 119.00	Each
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88	$ 440.00	Each
Sand Equivalent of Soils and Fine Aggregate	ASTM D2419	$ 133.00	Each
Lightweight Particles in Aggregate	ASTM C123	$ 330.00	Each
Bulk Density (“Unit Weight”) and Voids in Aggregate	ASTM C29	$ 78.75	Each
Flat Particles, or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	$ 177.00	Each
ASPHALT			
Preparation of Asphalt Mixture Specimens Using Marshall Apparatus	ASTM D6926	$ 355.00	Each

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Asphalt Content of Asphalt Mixture by Ignition Method	ASTM C6307	$	221.00	Each
Mechanical Size Analysis of Extracted Aggregate	ASTM D5444	$	177.00	Each
Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures	ASTM D2041	$	221.00	Each
Resistance to Deformation and Cohesion of Asphalt Mixtures by Means of Hveem Apparatus	ASTM D1560	$	221.00	Each
Marshall Stability and Flow of Asphalt Mixtures	ASTM C6927	$	300.00	Each
Bulk Specific Gravity and Density of Non-Absorptive Compacted Asphalt Mixtures	ASTM D2726	$	66.00	Each
Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples	ASTM D1188	$	66.00	Each
Swell of Bituminous Mixtures	CT 305	$	329.00	Each
Moisture Vapor Susceptibility of Bituminous Mixtures	CT 307	$	355.00	Each
Quantitative Extraction of Asphalt Binder from Asphalt Mixtures	ASTM D2172	$	284.00	Each
Thickness or Height of Compacted Asphalt Mixture Specimens	ASTM D3549	$	29.00	Each
CONCRETE				
Concrete Mix Design Review	ACI 214	$	198.00	Each
Compressive Strength of Cylindrical Concrete Specimens6"x12" (Set of 4)	ASTM C39	$	128.00	Set of 4
Compressive Strength of Cylindrical Concrete Specimens6"x12" (Single Specimen)	ASTM C39	$	32.00	Each
Compressive Strength of Cylindrical Concrete Specimens6”x12” (Held but Not Tested)	ASTM C39	$	12.00	Each
Compressive Strength of Cylindrical Concrete Specimens 4"x8" (Set of 5)	ASTM C39	$	160.00	Set of 5
Compressive Strength of Cylindrical Concrete Specimens 4"x8" (Single Specimen)	ASTM C39	$	32.00	Each
Compressive Strength of Cylindrical Concrete Specimens 4”x8” (Held but Not Tested)	ASTM C39	$	12.00	Each
Preparation of Cylindrical Concrete Specimens by Saw Cutting	ASTM C39	$	29.00	Each
Cylinder Molds		$	8.50	Each
Obtaining and Testing Drilled Cores and Sawed Beams of Concrete	ASTM C42	$	79.00	Each
Charge for Diamond Core Barrels	ASTM C42	$	15.00	Inch
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	$	100.00	Each
Flexural Strength of Concrete (Using Simple Beam with Center-Point Loading)	ASTM C293	$	100.00	Each
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	$	72.00	Each
Determining Density of Structural Lightweight Concrete	ASTM C567	$	39.00	Each
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	$	336.00	Each
Length Change of Hardened Hydraulic-Cement and Concrete	ASTM C157	$	290.00	Each
Preparing and Testing Specimens from Shotcrete Test Panels	ASTM C1149	$	370.00	Each
Measuring Thickness of Concrete Elements Using Drilled Concrete Cores	ASTM C174	$	85.50	Each

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Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride Test Kits	ASTM F1869	$	85.50	Each
Determining Relative Humidity in Concrete Floor Slabs Using In Situ Probes – Test Probes	ASTM F2170	$	72.00	Each
SOILS				
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318	$	221.00	Each
Specific Gravity of Soil Solids by Water Pycnometer	ASTM D854	$	214.50	Each
Resistance R-Value and Expansion Pressure of Compacted Soils	ASTM D2844	$	300.00	Each
One-Dimensional Consolidation Properties of Soils Using Increment Loading	ASTM D2435	$	427.50	Each
Unconfined Compressive Strength of Cohesive Soil	ASTM D2166	$	214.50	Each
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	$	356.00	Each
Expansion Index of Soils	ASTM D4829	$	242.50	Each
Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass	ASTM D2216	$	47.00	Each
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter	ASTM D5084	$	477.00	Each
pH of Soil for Use in Corrosion Testing	ASTM G51	$	58.00	Each
Water-Soluble Sulfate in Soil	ASTM C1580	$	58.00	Each
Soils and Waters for Chloride Content	CT 422	$	58.00	Each
Estimating the Service Life of Steel Culverts	CT 643	$	158.00	Each
California Bearing Ratio (CBR) of Laboratory- @ 100%	ASTM D1883	$	500.00	Each
California Bearing Ratio (CBR) of Laboratory-Compacted Soils at 95% Relative Compaction, 3 Point Method	ASTM D1883	$	995.00	Each
Correction of Unit Weight and Water Content for Soils Containing Oversize Particles	ASTM D4718	$	177.00	Each
Determining Dispersive Characteristics of Clayey Soils by the Crumb Test	ASTM D6572	$	68.00	Each
Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3)	ASTM D698	$	196.00	Each
Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf^3) 4 Inch Diameter Mold	ASTM D1557	$	263.00	Each
Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf^3) 6 Inch Diameter Mold	ASTM D1557	$	271.00	Each
Relative Compaction of Untreated and Treated Soils and Aggregates	CT 216	$	227.00	Each
Unconfined Compressive Strength of Lime Treated Soils and Aggregates	CT 373	$	204.00	Each
MASONRY				
Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry (Compressive Strength of Cylindrical 2” x 4” Specimens	ASTM C780	$	29.00	Each
Sampling and Testing Grout	ASTM C1019	$	43.00	Each
Compressive Strength of Masonry Prisms	ASTM C1314	$	106.00	Each
Diagonal Tension (Shear) in Masonry Assemblages	ASTM E519	$	76.00	Each
Sampling and Testing Concrete Masonry Units and Related Units (Compressive Strength)	ASTM C140	$	106.00	Each

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Sampling and Testing Concrete Masonry Units and Related Units (Absorption, Unit Weight and Moisture Content)	ASTM C140	$	106.00	Each
Linear Drying Shrinkage of Concrete Masonry Units	ASTM C426	$	106.00	Each
Relative Mortar Strength of Portland Cement Concrete Sand	CT 515	$	357.00	Each
Compressive Strength of Hydraulic Cement Mortars (Using 2-in. Cube Specimens)	ASTM C109	$	27.00	Each
STEEL				
Tensile Strength / Yield Testing of Reinforcing Steel Products (Rebar) up to #6 Rebar	ASTM A370	$	81.00	Each
Tensile Strength / Yield Testing of Reinforcing Steel Products (Rebar) #7 ~ #11 Rebars	ASTM A370	$	115.00	Each
Bend Testing of Material for Ductility (Rebar Bend Test)	ASTM E290	$	77.00	Each
Testing Multi-Wire Steel Prestressing Strand	ASTM A1061	$	By quote	Each
FIREPROOFING				
Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members (Density)	ASTM E605	$	77.00	Each

* ASTM = American Society for Testing and Materials*CT = California Test

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In compliance with RFQ #10914, the CONTRACTOR (also referred to as "Consultant") will be required to comply with Federal Provisions if the project uses Federal Highway Administration (FHWA) funds. Federal Provisions, Exhibit B, attached hereto, shall be completed by CONTRACTOR (Consultant) and submitted to COUNTY (also referred to as "Local Agency") for approval prior to COUNTY (Local Agency) issuing a Notice to Proceed for the project to CONTRACTOR (Consultant).

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Article I - Introduction

A. This AGREEMENT is between the following named, hereinafter referred to as, CONTRACTOR and the following named, hereinafter referred to as, COUNTY:

The name of the "CONTRACTOR" is as follows:

_____
_____
_____

Incorporated in the State of California

The Project Manager for the "CONTRACTOR" will be:

_____

The name of the COUNTY is as follows:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527

The Project Manager for the COUNTY will be:

_____
_____
_____

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONTRACTOR's Cost Proposal dated (month, date, year). The approved CONTRACTOR's Cost Proposal is attached hereto as (Exhibit _____) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONTRACTOR agrees to the fullest extent permitted by law, to indemnify, protect, defend, and holdharmless COUNTY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONTRACTOR, except such loss or damage which was caused by the sole negligence, or willful misconduct of COUNTY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONTRACTOR in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor, and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY.

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E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONTRACTOR's assigned personnel. CONTRACTOR, in the performance of its obligation hereunder, is only subject to the control or direction of the COUNTY as to the designation of tasks to be performed and theresults to be accomplished.

F. Any third-party person(s) employed by CONTRACTOR shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONTRACTOR 's obligations under this AGREEMENT are not assignable or transferable, and CONTRACTOR shall not subcontract any work, without the prior written approval of the COUNTY. However, claims for money due or which become due to CONTRACTOR from COUNTY under this AGREEMENT may be assigned to a financial institutionor to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COUNTY.

H. CONTRACTOR shall be as fully responsible to the COUNTY for the negligent acts and omissions of its contractors and subconsultants or subcontractors, and of persons either directly orindirectly employed by them, in the same manner as persons directly employed by CONTRACTOR.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONTRACTOR as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Article II Contractor's Reports or Meetings

(Choose either Option 1 or Option 2)

☐ (Option 1 – Use Paragraphs A & B below for standard AGREEMENT)

A. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the COUNTY's Contract Administrator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

☐ (Option 2 – Use Paragraphs A & B below for ON-CALL AGREEMENTS)

A. CONTRACTOR shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently

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detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

Article III Statement of Work

(Insert Appropriate Statement of Work including a Description of the Deliverables) *in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT.")*

A. CONTRACTOR Services ☐ Not Applicable to this Agreement

Detail based on the services to be furnished should be provided by CONTRACTOR. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONTRACTOR AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONTRACTOR/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact (FONSI), or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).

B. Right of Way ☐ Not Applicable to this Agreement

State whether Right of Way requirements to be determined and shown by CONTRACTOR, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.

C. Surveys ☐ Not Applicable to this Agreement

State whether or not the CONTRACTOR has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations ☐ Not Applicable to this Agreement

State specifically whether or not CONTRACTOR has the responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONTRACTOR, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

E. COUNTY (LOCAL AGENCY) Obligations ☐ Not Applicable to this Agreement

All data applicable to the project and in possession of COUNTY (local agency), another agency, or government agency that are to be made available to CONTRACTOR are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONTRACTOR are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work ☐ Not Applicable to this Agreement

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the

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work by representatives of the COUNTY, State, and/or FHWA. Costs incurred by CONTRACTOR for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings ☐ Not Applicable to this Agreement
For AGREEMENTS requiring the preparation of construction drawings and make provision for checking shop drawings. Payment for checking shop drawings by CONTRACTOR is included in the AGREEMENT fee, or provision may be made for separate payment.

H. CONTRACTOR Services During Construction ☐ Not Applicable to this Agreement
The extent, if any of CONTRACTOR's services during the course of construction as material testing, construction surveys, etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules ☐ Not Applicable to this Agreement
AGREEMENTS where appropriate, shall provide that CONTRACTOR document the results of the work to the satisfaction of COUNTY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies ☐ Not Applicable to this Agreement
The number of copies or documents to be furnished such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps *shall be specified.* Provision may be made for payment for additional copies.

Article IV Performance Period

A time must be set for beginning and ending the work under the AGREEMENT. The time allowedfor performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONTRACTOR, they should be identified and incorporated into the AGREEMENT.

A. This AGREEMENT shall go into effect on (month, date, year), contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY Contract Administrator. The AGREEMENT shall end on (month, date, year)**,** unless extended by AGREEMENT amendment.

B. CONTRACTOR is advised that any recommendation for AGREEMENT award is not binding on COUNTY until the AGREEMENT is fully executed and approved by COUNTY.

Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTS. On-call AGREEMENTS shall be five (5) years maximum.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the AGREEMENT to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

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Article V Allowable Costs and Payments

(Choose either Option 1, 2, 3, or 4)

☐ *(Option 1 - Use paragraphs A through K below for Cost-Plus-Fixed Fee AGREEMENTS. Use Exhibit10-H1: Cost Proposal Format)*

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONTRACTOR's Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by COUNTY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONTRACTOR's agreement to the extension of the one (1)-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of $_____. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONTRACTOR will be reimbursed, promptly according to California Regulations upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable.

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Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

I. The total amount payable by COUNTY including the fixed fee shall not exceed $_____.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

☐ *(Option 2 - For Cost per Unit of Work AGREEMENTS, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for workspecific to your project. Use Exhibit 10-H3: Cost Proposal Format*).

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed, therefore.

B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be $_____ per approved Cost Proposal. This rate shall be for a fully equipped vehicle(s) specified in Article III Statement of Work, as applicable the specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event, COUNTY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by COUNTY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

☐ ***(Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements [such as on-call Agreements].*** **This payment method shall only be used when it is not possible at the time of**

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procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTS or components of AGREEMENTS for specialized or support type services where the CONTRACTOR is not in direct control of the number of hours worked, such as construction engineering and inspection. ***Use Exhibit 10-H2: Cost Proposal Format).***

A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONTRACTOR will be reimbursed within thirty (30) calendar days upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate.

B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved cost proposal and in the executed Task Order.

C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONTRACTOR's approved Cost Proposal.

CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. (*COUNTY to include either (a) or (b) below; delete the other one (1))*

(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.

(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONTRACTOR will be responsible for transportation and subsistence costs in excess of State rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services

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provided and actual costs incurred.

I. CONTRACTOR shall not commence performance of work or services until this AGREEMENT has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.

K. CONTRACTOR will be reimbursed, within thirty (30) days upon receipt by COUNTY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due to COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONTRACTOR prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

N. If CONTRACTOR fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend the language (or terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by COUNTY for all Task Orders resulting from this AGREEMENT shall not exceed **$** It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

☐ *(Option 4 - Use paragraphs A through E below for lump sum AGREEMENTS. Use Exhibit 10-H1: Cost Proposal Format).*

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will

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be paid to CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONTRACTOR shall not commence performance of work or services until this AGREEMENT has been approved by COUNTY and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONTRACTOR will be reimbursed within thirty (30) days upon receipt by County's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONTRACTOR's work unless a later date id approved by County. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

E. The total amount payable by COUNTY shall not exceed $_____.

Article VI Termination

A. This AGREEMENT may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date, whether completed or not.

B. COUNTY may temporarily suspend this AGREEMENT, at no additional cost to COUNTY, provided that CONTRACTOR is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COUNTY gives such notice of temporary suspension, CONRACTOR shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this AGREEMENT by CONTRACTOR, and COUNTY may withhold any payments due to CONTRACTOR until such time

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as exact amount of damages, if any, due COUNTY from CONTRACTOR isdetermined.

D. In the event of termination, CONTRACTOR shall be compensated as provided for in this AGREEMENT. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date, whether completed or not.

Article VII Cost Principles and Administrative Requirements

A. CONTRACTOR agrees that 48 CFR Part 31, Contract Cost Principles and Procedures shall be used to determine the allowability of individual terms of cost.

B. CONTRACTOR also agrees to comply with Federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by CONTRACTOR to COUNTY.

D. When a CONTRACTOR or subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

Article VIII Retention of Records/Audit

For the purpose of determining compliance with Government Code §8546.7, the CONTRACTOR, subcontractors, and COUNTY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT, including but not limited to, the costs of administering the AGREEMENT. All parties, including the CONTRACTOR's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. COUNTY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of CONTRACTOR, subcontractor and the CONTRACTOR's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

Article IX Audit Review Procedures

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by COUNTY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONTRACTOR and subcontractor AGREEMENTS, including cost proposals and Indirect Cost Rates

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(ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is CONTRACTOR's responsibility to ensure federal, state, COUNTY or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Government Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

   Accepted rates will be as follows:
   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.

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3. If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA-audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COUNTY; and (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

Article X Subcontracting

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the COUNTY and any subcontractor(s), and no sub agreement shall relieve the CONTRACTOR of its responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the COUNTY for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from the COUNTY's obligation to make payments to the CONTRACTOR.

B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the CONTRACTOR's approved Cost Proposal.

C. Any sub agreement entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to subcontractors unless otherwise noted.

D. CONTRACTOR shall pay its subcontractors within fifteen (15) calendar days from receipt of each payment made to the CONTRACTOR by the COUNTY.

E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator in advance of assigning work to a substitute subcontractor(s).

F. Prompt Progress Payment
CONTRACTOR or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR or subcontractor to a subcontractor, CONTRACTOR or subcontractor may withhold no more than one hundred fifty percent (150%) of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of two percent (2%) percent of the amount due per month for every month that payment is not made.

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In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

G. Prompt Payment of Withheld Funds to subcontractors

The COUNTY may hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to CONTRACTOR based on these acceptances. The COUNTY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONTRACTOR or subcontractor to a subcontractor. (Choose either Method 1, Method 2, or Method 3 below and delete the other two (2).)

☐ **Method 1**: No retainage will be held by the COUNTY from progress payments due to CONTRACTOR. CONTRACTORS and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☐ **Method 2**: No retainage will be held by the COUNTY from progress payments due to CONTRACTOR. Any retainage kept by CONTRACTOR or by a subcontractor must be paid in full to the earning subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☐ **Method 3**: The COUNTY shall hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY of the contract work and pay retainage to CONTRACTOR based on these acceptances. CONTRACTOR or subcontractor shall return all monies withheld in retention from all subcontractors within fifteen (15) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the COUNTY. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR; deficient subcontractor performance

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and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor.

Article XI Equipment Purchase and Other Capital Expenditures

A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONTRACTOR's approved Cost Proposal and exceeding five thousand dollars ($5,000) with prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

Article XII State Prevailing Wage Rates

A. No CONTRACTOR or subcontractor may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONTRACTOR shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations

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applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONTRACTOR and subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:

    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.

    c. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on

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the business day following receipt of the request.

3. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or subcontractor performing the work shall not be marked or obliterated.

5. The CONTRACTOR shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONTRACTOR or subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

E. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

F. Penalty

1. The CONTRACTOR and any of its subcontractor shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the COUNTY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the contract by the CONTRACTOR or by its subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any

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escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor.

4. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONTRACTOR and the subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.

    c. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

    d. Prior to making final payment to the subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the subcontractor had paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, COUNTY shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a subcontractor has failed to pay workers the general prevailing rate of per diem wages.

6. If COUNTY determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONTRACTOR shall forfeit, as a penalty to the COUNTY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONTRACTOR or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day

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and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subcontract exceeds thirty thousand dollars ($30,000), the CONTRACTOR and any subcontractors under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONTRACTORs and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONTRACTOR and subcontractors are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

Article XIII Conflict of Interest

A. During the term of this AGREEMENT, the CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this AGREEMENT, or any ensuing COUNTY construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any ensuing COUNTY construction project, which will follow.

B. CONTRACTOR certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONTRACTOR agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT.

CONTRACTOR further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.

C. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. CONTRACTOR hereby certifies that the CONTRACTOR or subcontractor, and any firm affiliated with CONTRACTOR or subcontractor that bids on any construction contract, or on any AGREEMENT to provide construction inspection for any construction project resulting from this AGREEMENT. An affiliated firm is one, which is subject to the control of the same persons through joint ownership, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

Article XIV Rebates, Kickbacks or Other Unlawful Consideration

The CONTRACTOR warrants that this AGREEMENT was not obtained or secured through rebates

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kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right, in its discretion, to terminate this AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Article XV Prohibition of Expending County, State, or Federal Funds for Lobbying

(Include this article in all AGREEMENTS where federal funding will exceed $150,000. If less than $150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number subsequent articles.)

A. CONTRACTOR certifies to the best of his or her knowledge and belief that:

1. No State, Federal, or County appropriated funds have been paid or will be paid, by-or-on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any local, State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT .

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

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000), for each such failure.

C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier sub agreements, which exceed one hundred thousand dollars ($100,000) and that all such subrecipients shall certify and disclose accordingly.

Article XVI Non-Discrimination Clause and Statement of Compliance

A. The CONTRACTOR's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code § 12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, Contractor and its subcontractors shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or

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military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.

E. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONTRACTOR, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONTRACTOR shall comply with regulations relative to non-discrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subcontractors.

I. CONTRACTOR, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONTRACTOR, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

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Article XVII Debarment and Suspension Certification

A. The CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System (https://sam.gov/content/home) maintained by the United States General Services Administration are to be determined by FHWA.

Article XVIII Disadvantaged Business Enterprises (DBE) Participation

A. CONTRACTOR, subrecipient (COUNTY), or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The COUNTY shows a contract goal for DBEs. CONTRACTOR shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

CONTRACTOR shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONTRACTOR's responsibility to verify at the date of proposal opening that the DBE firm is certified as DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the Agreement. Additionally, the CONTRACTOR is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONTRACTOR purchases from DBEs counts towards the goal in the following manner:

- One hundred percent (100 %) counts if the materials or supplies are obtained from a DBE manufacturer.

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- Sixty percent (60%) counts if the materials or supplies are purchased from a DBE regular dealer.

- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONTRACTORS who enter into a federally-funded agreement will assist the COUNTY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE contractor or subcontractors shall be in accordance with information contained in Exhibit 10-02: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

C. CONTRACTOR can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONTRACTOR must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONTRACTOR has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance Under 49 CFR 26.13(b)
CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONTRACTOR shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the CONTRACTOR from future proposing as non-responsible

E. Termination and Replacement of DBE Subcontractors
CONTRACTOR shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONTRACTOR or DBE Subcontractor obtains the COUNTY's written consent. CONTRACTOR shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

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Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the COUNTY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.

3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.

7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.

8. Listed DBE voluntarily withdraws with written notice from the AGREEMENT.

9. Listed DBE is ineligible to receive credit for the type of work required.

10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the AGREEMENT.

11. The COUNTY determines other documented good cause.

CONTRACTOR must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONTRACTOR's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the COUNTY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONTRACTOR and the COUNTY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, CONTRACTOR may move forward with the request as if the DBE had agreed to CONTRACTOR's written notice.

3. Submit CONTRACTOR's DBE termination request by written letter to the COUNTY and include:
   - One or more above listed justifiable reasons along with supporting documentation.
   - CONTRACTOR's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONTRACTOR's written notice.

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- The DBE's response to CONTRACTOR's written notice, if received. If a written response was not provided, provide a statement to that effect.

The COUNTY shall respond in writing to CONTRACTOR's DBE termination request within five (5) business days.

Replacement of DBE Subcontractors

After receiving the COUNTY'S written authorization of DBE termination request, CONTRACTOR must obtain the COUNTY'S written agreement for DBE replacement. CONTRACTOR must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the COUNTY which must include:
   a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
   b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
      - Description of scope of work and cost proposal
      - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
      - Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONTRACTOR has not identified a DBE replacement firm, submits documentation of CONTRACTOR's GFEs to use DBE replacement firms within seven (7) days of COUNTY's authorization to terminate the DBE. CONTRACTOR may request the COUNTY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
   - Search results of certified DBEs available to perform the original DBE work identified and or other work CONTRACTOR had intended to self-perform, to the extent needed to meet DBE commitment
   - Solicitations of DBEs for performance of work identified
   - Correspondence with interested DBEs that may have included contract details and requirements
   - Negotiation efforts with DBEs that reflect why an agreement was not reached
   - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
   - Copies of each DBE's and non-DBE's price quotes for work identified, as the COUNTY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
   - Additional documentation that supports CONTRACTOR's GFE

The COUNTY shall respond in writing to CONTRACTOR's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The COUNTY shall request CONTRACTOR to:

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1. Notify the COUNTY's Contract Administrator or designated representative of any changes to its anticipated DBE participation

2. Provide this notification before starting the affected work

3. Maintain records including:
   - Name and business address of each First-Tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONTRACTOR is a DBE CONTRACTOR, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONTRACTOR in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONTRACTOR in writing of the certification date. CONTRACTOR shall submit the notifications to the COUNTY. On work completion, CONTRACTOR shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the COUNTY within thirty (30) days of contract acceptance.

Upon work completion, CONTRACTOR shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within ninety (90) days of AGREEMENT acceptance. The COUNTY will withhold ten thousand dollars ($10,000) until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

In the COUNTY's reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

G. COMMERCIALLY USEFUL FUNCTION

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable), and paying for the material itself.

CONTRACTOR must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONTRACTOR must provide written notification to the COUNTY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the AGREEMENT. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

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Within 10 days of a DBE initially performing work or supplying materials on the AGREEMENT, CONTRACTOR shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONTRACTOR must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the AGREEMENT t using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONTRACTOR must submit to the COUNTY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONTRACTOR must notify the COUNTY immediately if they believe the DBE may not be performing a CUF.

The COUNTY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional COUNTY evaluations. The COUNTY must evaluate DBEs and their CUF performance throughout the duration of the AGREEMENT. The COUNTY will provide written notice to the CONTRACTOR and the DBE at least two (2) business days prior to any evaluation. The CONTRACTOR and the DBE must participate in the evaluation. Upon completing the evaluation, the COUNTY must share the evaluation results with the CONTRACTOR and the DBE. An evaluation could include items that must be remedied upon receipt. If the COUNTY determines the DBE is not performing a CUF, the CONTRACTOR must suspend performance of the noncompliant work.

CONTRACTOR and DBEs must submit any additional CUF related records and documents within five (5) business days of COUNTY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONTRACTOR and/or the COUNTY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONTRACTOR must immediately suspend performance of the noncompliant portion of the work. COUNTY may deny payment for the noncompliant portion of the work. COUNTY will ask the CONTRACTOR to submit a Corrective Action Plan (CAP) to the COUNTY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONTRACTOR will correct the noncompliance findings for the remaining portion of the DBE's work. COUNTY has five (5) days to review the CAP in conjunction with the CONTRACTOR's review. The CONTRACTOR must implement the CAP within five (5) days

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of the COUNTY's approval. The COUNTY will then authorize the prior noncompliant portion of work for the DBE's committed work.
If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the AGREEMENT, CONTRACTOR may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subcontractor is decertified during the life of the AGREEMENT, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the AGREEMENT, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime CONTRACTOR must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONTRACTOR must now submit Exhibit 9-P to the COUNTY administering the contract. If the CONTRACTOR does not make any payments to subcontractors, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

Article XIX Insurance

(Choose either Option 1 or Option 2)

☐ (Option 1 – For AGREEMENT with a scope of services that may require the CONTRACTOR or subcontractor to work within the operating state or County Highway Right of Way; where there would be exposure to public traffic or construction operations.)

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A. Prior to commencement of the work described herein, CONTRACTOR shall furnish COUNTY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONTRACTOR with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to COUNTY.
2. That COUNTY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That COUNTY will not be responsible for any premiums or assessments on the policy.

C. CONTRACTOR agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONTRACTOR agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

☐ (Option 2 – For AGREEMENTS with a scope of services that will not require the Contractor or subcontractor to work within the operating State or County Highway Right of Way where there would be exposure to public traffic or construction Contractor operations.)
CONTRACTOR is not required to show evidence of general comprehensive liability insurance.

Article XX Funding Requirements

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENTs were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. COUNTY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

Article XXI Change in Terms

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONTRACTOR shall only commence work covered by an amendment after the amendment is

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executed and notification to proceed has been provided by COUNTY's Contract Administrator.

C. There shall be no change in CONTRACTOR's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by COUNTY's Contract Administrator.

Article XXI Contingent Fee

CONTRACTOR warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Article XXII Disputes

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

(Choose either Option 1 or Option 2)

☐ (Option 1- Use paragraphs A through C below for all AGREEMENTs without PS&E submittal)

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and _____, who may consider written or verbal information submitted by CONTRACTOR.

B. Not later than thirty (30) calendar days after completion of all work under the contract, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONTRACTOR from full and timely performance in accordance with the terms of this AGREEMENT.

☐ (Option 2 – Replace Paragraph B, above, with the following for AGREEMENTS requiring the submission of PS&E)

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Article XXIV Inspection of Work

CONTRACTOR and any subcontractor shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

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Article XXV Safety

A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

(Add the following paragraph to all AGREEMENTS which may require trenching of five (5) feet or deeper)

D. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

Article XXVI Ownership of Data

A. It is mutually agreed that all materials prepared by CONTRACTOR under this AGREEMENT shall become the property of COUNTY, and CONTRACTOR shall have no property right therein whatsoever. Immediately upon termination, COUNTY shall be entitled to, and CONTRACTOR shall deliver to COUNTY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONTRACTOR in performing this AGREEMENT which is not CONTRACTOR's privileged information, as defined by law, or CONTRACTOR's personnel information, along with all other property belonging exclusively to COUNTY which is in CONTRACTOR's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by COUNTY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONTRACTOR hereunder to be work made for hire. CONTRACTOR acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.

C. Nothing herein shall constitute or be construed to be any representation by CONTRACTOR that the work product is suitable in any way for any other project except the one detailed in this AGREEMENT. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 -Patent Rights under Government Contracts for

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federal-aid contracts).

E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

Article XXVII Claims Filed by County's Construction Contractor

A. If claims are filed by COUNTY's construction contractor relating to work performed by CONTRACTOR's personnel, and additional information or assistance from CONTRACTOR's personnel is required in order to evaluate or defend against such claims; CONTRACTOR agrees to make its personnel available for consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONTRACTOR's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONTRACTOR's personnel services under this AGREEMENT.

C. Services of CONTRACTOR's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

Article XXVIII Confidentiality of Data

A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONTRACTOR in order to carry out this AGREEMENT, shall be protected by CONTRACTOR from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the AGREEMENT, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.

C. CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from a Legislative committee.

D. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.

E. Any sub agreement entered into as a result of this AGREEMENT shall contain all of the provisions of this Article.

(For PS&E contracts, add paragraph F below, to paragraphs A through E above)

F. All information related to the construction estimate is confidential and shall not be disclosed by CONTRACTOR to any entity other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONTRACTOR pursuant to performance of this AGREEMENT are

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confidential and CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONTRACTOR or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this AGREEMENT, COUNTY has the right to reimbursement and indemnity from CONTRACTOR for any damages caused by CONTRACTOR releasing the information, including, but not limited to, COUNTY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

Article XXIX National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two (2)-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

Article XXX Evaluation of Contractor

CONTRACTOR's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONTRACTOR for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

Article XXXI Prompt Payment

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONTRACTOR

The COUNTY shall make all project progress payments within 30 days after receipt of an undisputed and properly submitted payment request from CONTRACTOR. If COUNTY fails to pay promptly, the COUNTY shall pay interest to the CONTRACTOR, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the COUNTY shall act in accordance with both of the following:

(1) The COUNTY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The COUNTY must return any payment request deemed improper by the COUNTY to the CONTRACTOR as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONTRACTOR must now submit Exhibit 9-P to the COUNTY administering the AGREEMENT by the 15th of the month following the month of any payment(s). If the CONTRACTOR does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The COUNTY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The COUNTY must email a copy of Exhibit 9-P to dbe.forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONTRACTOR.

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ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A-E of the TITLE VI ASSURANCES

[The United States (US) Department of Transportation (DOT) Order No. 1050.2A requires all federal-aid DOT contracts between an agency and a CONTRACTOR to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the CONTRACTOR must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the AGREEMENT.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the US effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]

APPENDIX A

During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the US DOT as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the US DOT in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, US DOT, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the US DOT pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the US DOT in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

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TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US DOT, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the US DOT, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the US DOT and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a US DOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

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C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THEACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this AGREEMENT, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

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- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex.
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27.
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age).
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONTRACTOR:_____
_____, Project Manager
_____

COUNTY: _____
_____, Contract Administrator
_____

ARTICLE XXXIII AGREEMENT

The two (2) parties to this AGREEMENT, who are the before named CONTRACTOR and the COUNTY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two (2) parties. Both of these parties for and in consideration of the

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payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

COUNTY	CONTRACTOR
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
_____	_____
Date	Date

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CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL FORMS

The following forms can be viewed and downloaded in fillable format at: https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms.

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EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*			$	$
(Sr. Civil Engineer)			$	$
(Envir. Scientist)			$	$
(Inspector)**			$	$

LABOR COSTS

a) Subtotal Direct Labor Costs $ _____

b) Anticipated Salary Increases (see page 2 for calculation) $ _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **$** _____

INDIRECT COSTS

d) Fringe Benefits (Rate: _____%) e) Total Fringe Benefits [(c) x (d)] $ _____

f) Overhead (Rate: _____%) g) Overhead [(c) x (f)] $ _____

h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] $ _____

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] **$** _____

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee _____%] **$** _____

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			$	$
Equipment Rental and Supplies			$	$
Permit Fees			$	$
Plan Sheets			$	$
Test			$	$

l) **TOTAL OTHER DIRECT COSTS** $ _____

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: $ _____

Subconsultant 2: $ _____

Subconsultant 3: $ _____

Subconsultant 4: $ _____

m) **TOTAL SUBCONSULTANTS' COSTS** $ _____

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] $ _____

TOTAL COST [(c) + (j) + (k) + (n)] $ _____

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$250,000.00	5000	=	$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$50.00	+	2%	=	$51.00	Year 2 Avg Hourly Rate
Year 2	$51.00	+	2%	=	$52.02	Year 3 Avg Hourly Rate
Year 3	$52.02	+	2%	=	$53.06	Year 4 Avg Hourly Rate
Year 4	$53.06	+	2%	=	$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$50.00	*	1000	=	$50,000.00	Estimated Hours Year 1
Year 2	$51.00	*	2000	=	$102,000.00	Estimated Hours Year 2
Year 3	$52.02	*	750	=	$39,015.00	Estimated Hours Year 3
Year 4	$53.06	*	750	=	$39,795.30	Estimated Hours Year 4
Year 5	$54.12	*	500	=	$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$257,871.10	
	Direct Labor Subtotal before Escalation			=	$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	**$7,871.10**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

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EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the Consultant is providing under the proposed contract:

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount $_____ Date _____

For Combined Rate				
	Fringe Benefit %	+ General &Administrative %	=	Combined ICR%
OR				
For Home Office Rate				
	Fringe Benefit %	+ General &Administrative %	=	Home Office ICR%
For Field Office Rate				
	Fringe Benefit %	+ General &Administrative %	=	Field Office ICR%

Fee	=	%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT (1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual **or** Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
John Doe – Project Manager *	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Civil Engineer II	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Sue Jones – Construction	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Engineer/Inspector	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
Engineer I	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Buddy Black – Claims Engineer	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Engineer III	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Land Surveyor **	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		$00 - $00
	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	$00 - $00
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	$00 - $00
Technician	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		$00 - $00
	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	$00 - $00
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	$00 - $00

(Add pages as necessary)

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NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ ☐ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs			$	$
Equipment Rental and Supplies			$	$
Permit Fees			$	$
Plan Sheets			$	$
Test			$	$
Vehicle			$	$
Subconsultant 1:				$
Subconsultant 2:				$
Subconsultant 3:				$
Subconsultant 4:				$
Subconsultant 5:				$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the Consultant is providing under the proposed contract:

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EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS

(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:
(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)
Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate ($)	Total ($)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
ODC Example: Travel/Mileage Costs			$	$
ODC Example: Mobilization/De-mobilization			$	$
ODC Example: Supplies/Consumables			$	$
ODC Example: Report			$	$
ODC (List more ODCs as applicable)			$	$
Subconsultant 1:				$
Subconsultant 2:				$
Subconsultant 3:				$
Subconsultant 4:				$
Subconsultant 5:				$

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK **$_____**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

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EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the Consultant is providing under the proposed contract:

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EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ **% OR**

Home Office Rate_____% and Field Office Rate (if applicable)_____%

Facilities Capital Cost of Money_____% (if applicable)

Fiscal period *_____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

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accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $_____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is_____.
- Years of consultant's experience with 48 CFR Part 31 is_____.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit ☐ Local Gov't ICR Audit ☐ Caltrans ICR Audit
☐ CPA ICR Audit ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**:_____ Title**:_____

Signature:_____ Date of Certification (mm/dd/yyyy):_____

Email**:_____ Phone Number**:_____

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

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Reset Form

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %

Local Agency to Complete this Section		
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____ _____ _____	**11. TOTAL CLAIMED DBE PARTICIPATION**	**%**
	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. DBE % - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. Total Claimed DBE Participation % - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
18. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
19. Proposed Contract Execution Date - Enter the proposed contract execution date.
20. Consultant's Ranking after Evaluation – Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

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EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount

Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____		14. TOTAL CLAIMED DBE PARTICIPATION	$ %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature	16. Date
25. Local Agency Representative's Name	26. Phone	17. Preparer's Name	18. Phone
27. Local Agency Representative's Title		19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. Project Location - Enter the project location as it appears on the project advertisement.
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Total Contract Award Amount - Enter the total contract award dollar amount for the prime consultant.
8. Total Dollar Amount for ALL Subconsultants – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. Total number of ALL subconsultants – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
22. Contract Execution Date - Enter the date the contract was executed.
23. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity
☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes ☐ No ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

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INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

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LOCAL ASSISTANCE PROCEDURES MANUAL
EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE
Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The County of Monterey established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts withing five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even in the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

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C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

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EXHIBIT C – INCORPORATION OF RFQ #10914, ADDENDUM NO. 1 TO RFQ #10914 AND STATEMENT OF QUALIFICATIONS DOCUMENTS

The County of Monterey invited submittals to Request for Qualifications (RFQ) through RFQ #10914, On-Call Construction Management Services for Various Construction Projects located in the County of Monterey, California. GFT Infrastructure, Inc. submitted a responsive and responsible Statement of Qualifications to perform the services listed in RFQ #10914.

RFQ #10914, Addendum No. 1 to RFQ #10914, and the Statement of Qualifications submitted by GFT Infrastructure, Inc., on file with the Department of Public Works, Facilities and Parks, are hereby incorporated into the Agreement by this reference.

Attachment B

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COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Harris & Associates, Inc.,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide on-call construction management services for various construction projects located in the County of Monterey, Request for Qualifications (RFQ) #10914.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $3,000,000.

3. **TERM OF AGREEMENT.** The term of this Agreement is from November 21, 2025 **to** November 20, 2030, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A	**Scope of Services/Payment Provisions**
Exhibit B	Federal Provisions
Exhibit C	Incorporation of RFQ #10914, Addendum No. 1 to RFQ #10914, and Statement of Qualifications, on file with the County of Monterey, Department of Public Works, Facilities and Parks (PWFP)

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed

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under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions

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shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:
CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

9. INSURANCE.

9.01 Evidence of Coverage:
Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers:
All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VII, according to the current A.M.

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Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

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If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:
The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:
For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:
The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. **RECORDS AND CONFIDENTIALITY.**

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **COMPLIANCE WITH APPLICABLE LAWS.**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

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13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

15. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's Contract Administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Dalia Mariscal-Martinez Management Analyst III	Frank S. Lopez, PE, QSD Principal in Charge/Vice President
Name and Title	Name and Title
1441 Schilling Place, 2nd Floor Salinas, California 93901	1401 Willow Pass Road, Suite 500 Concord, California 94520
Address	Address
(831) 755-8966	(619) 814-9513
Phone	Phone

16. **MISCELLANEOUS PROVISIONS.**

16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

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16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

16.11 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.14 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

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16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.16 Independent Contractor Compliance with Government Code Section 1097.6 (c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

17. **CONSENT TO USE OF ELECTRONIC SIGNATURES**.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq*.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Chief Contracts & Procurement Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Mary Grace Perry, Deputy County Counsel
76A18B9BA72D498...
County Counsel

Date: 10/31/2025 | 10:39 AM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz
E79EF64E57454F6...
Auditor/Controller

Date: 11/3/2025 | 9:51 AM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management[3]

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Harris & Associates, Inc.
Contractor's Business Name*

By: DocuSigned by: FRANK LOPEZ
302888E2C8D142A...
(Signature of Chair, President, or Vice-President)*

Frank Lopez, Vice President
Name and Title

Date: 10/30/2025 | 4:10 PM MDT

By: Signed by: Karen Freeman
221A7F107C51486...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Karen Freeman, Interim CFO
Name and Title

Date: 10/31/2025 | 10:30 AM PDT

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code § 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1]Approval by the Office of County Counsel is required.
[2]Approval by Auditor/Controller is required.
[3]Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Harris & Associates, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 CONTRACTOR's Minimum Work Performance Percentage: CONTRACTOR shall perform with their own organization Agreement work amounting to not less than fifty percent (50%) of the original total Agreement price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of County.

A.1.2 The scope of services includes in general construction management and engineering inspection services for various construction projects within the County. The construction projects include the repair and upgrade of existing roadways, drainage facilities, and traffic control devices.

A.1.3 The broad scope requires a diversity of expertise and the ability to deal with a number of specialized construction contract issues. Of particular concern are the qualifications and experience of the individual(s) who will be directly involved in the project(s), as they relate to the California Department of Transportation (Caltrans).

A.1.4 The construction management effort shall include, but not be limited to, the following services and requirements:

Contract Administration:
Provide overall coordination of construction management services, including supervision of contract administration, labor compliance, Disadvantaged Business Enterprise (DBE) programs, field observations and outside services. Attend regularly scheduled project meetings with County or CONTRACTOR representatives to review the progress of the work, resolve field problems as they occur, and perform project related public relations with the public and outside agencies such as the United States Army Corps of Engineers (USACE) and the California Department of Fish and Wildlife (CDFW).

General Inspection:
Provide daily inspections and supervision of the work of the construction contractor's operations as construction progresses and promptly report and resolve problems regarding performance and/or conformity with the drawings and specifications, including contract administration and construction engineering of

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the assigned project. Assist County Resident Engineer in managing construction operations. In accordance with the State Standard Specifications and Special Provisions, ensure that all utility work is coordinated with the appropriate utility company and that all the appropriate permits and inspections are obtained for all items of work.

Change Orders:
In accordance with State Standard Specifications, Special Provisions, and County format, prepare, process, and make recommendations on change orders. County will approve all change orders which are acceptable to County.

Surveying:
Coordinate and supervise construction surveying and staking. Construction staking is to be included in the services provided by CONTRACTOR.

Material Testing:
Coordinate, interpret, certify, and supervise all required soils and material tests in accordance with Caltrans test methods and Standard Specifications. CONTRACTOR shall provide County with a Caltrans certified material testing company to provide material testing services per Caltrans Standard Specifications.

Test Data:
Review and approve copies of certificates of compliance, independent testing laboratory reports, and manufacturer's shop or mill tests to ensure conformance with contract specifications.

Plan Interpretation:
With the assistance of County Resident Engineer, as needed, to interpret the intent of the plans and specifications to protect County against defects and deficiencies in construction on the part of the construction contractor.

Pre-Construction Conference:
Assist in the pre-construction meeting with construction contractor and other project participants. This discussion affords all the parties of the construction contract a common understanding of the proposed work and problems, and possible solutions that may be expected during the life of the construction contract. Labor compliance, equal employment opportunity, safety requirements, water pollution requirements, agreements, and permits shall also be discussed. Respond to questions construction contractor may have and address issues that need to be resolved before work commences.

Safety and Accidents:
Assume the duties of the Project Safety Coordinator. Ensure construction contractor complies with all safety orders, Federal and State, and permits through normal contract administration procedures. Document all incidents with

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photographs and written reports. Manage safety precautions through construction contractor for the public in construction areas.

Approval Schedule:
Prepare a schedule (using Microsoft Project) indicating all items that will be submitted by construction contractor for review and approval requiring action by County. Furnish appropriate forms, as necessary, and monitor the construction contractor's adherence to the schedule.

False Work and Shop Drawings:
Keep records, provide timely engineering review, and prepare written recommendations certifying the adequacy of construction contractor's submittal for false work as well as construction of false work. Coordinate, document, and make engineering recommendations in writing on approval of shop drawings. Final submittal approvals shall be made in consultation with County.

Progress Statements:
Prepare and provide monthly progress statements meeting County requirements including the following: monthly estimates on all items of work with source documents to verify progress payments. Submit weekly copies of daily diaries to County. Submit a copy of the baseline progress schedule and monthly updates as required by the Special Provisions.

Final Walk-through and Final Inspection:
Conduct project walk-through prior to completion of construction. Minutes of this walk-through shall be completed by CONTRACTOR and a copy shall be sent to County. The final walk-through list of attendees shall be coordinated with County. CONTRACTOR shall complete a final inspection of the project and complete the required Final Report forms.

As-Built Plans:
Provide County with an electronic as-built plan file complete with redline changes or corrections. Such plans will be based upon information obtained from field measurements and observations made during project construction and approved contract change orders. The electronic signature and seal of the responsible Registered Resident Engineer or Construction Engineer will be placed in the file on Level 62 (refer to "Highway Design and Topography Information" on Page 2.5-2 of the *Caltrans Computer Aided Design & Drafting (CADD) User's Manual*).

Contract Records:
At the completion of the project, submit the original set of construction books to County cataloged in accordance with Chapter 5, Section 5-102, "Organization of Project Documents," of the *Caltrans Construction Manual* and as directed by County. These records shall include all correspondence, meeting minutes, photographs, agreements, hazardous waste material information and tests, labor

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compliance, contract administration forms, bridge work, diaries, contract item quantity documents, contract change orders, project status sheets, project record-estimate and project status, disputes, project completion documents, etc.

A.1.5 Services shall be provided on an on-call basis. County shall contact CONTRACTOR with regards to an individual task and/or project. CONTRACTOR shall then submit a detailed proposal that shall include at minimum assigned CONTRACTOR staff, relevant task, deliverables, schedule, and cost.

A.1.6 The exact scope for construction management services will be determined prior to a notice to proceed for a specific task and/or project. County may negotiate the scope and cost of the proposal prior to issuance of the notice to proceed. County has the right to reject any submitted proposal.

A.1.7 CONTRACTOR shall advocate for County and ensure the project produced is in the best interest of County. CONTRACTOR shall deliver products on or ahead of the required schedule and within budget.

A.1.8 All work shall be performed in conformance with all applicable County, State and Federal laws relevant to the specific project scope.

A.1.9 In compliance with RFQ #10914, if the project for which CONTRACTOR is ultimately hired for is funded with Federal Highway Administration (FHWA) funds, CONTRACTOR will be required to comply with Federal Provisions. Caltrans Local Assistance Procedures Manual (LAPM), Federal Provisions in Exhibit B, attached hereto and incorporated by reference, shall be completed separately for each individual project by CONTRACTOR and submitted to County for approval prior to County issuing CONTRACTOR with a notice to proceed for the project.

A.1.10 County will issue CONTRACTOR a Delivery Order (DO) number for each individual task and/or project in the amount agreed upon by both parties and after County provides a notice to proceed. DO numbers for each task and/or project will close at the end of each fiscal year (July 1–June 30) and, if necessary, may be reissued at the start of the following fiscal year to allow completion of the task and/or project. The CONTRACTOR should note that County DO numbers change with each fiscal year; therefore, the DO number assigned to a task and/or project may differ from its start to its completion.

A.2 CONTRACTOR shall produce all deliverables (e.g., written reports, installed products, etc.) associated with the assigned task(s) by the deadline specified by the County.

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B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$3,000,000**, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the rates as included in this Exhibit A and in accordance with the following terms:

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at https://www.countyofmonterey.gov/home/showdocument?id=69364. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

County and CONTRACTOR agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars ($1,000).

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by RFQ #10914 may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:
http://www.dir.ca.gov/public-works/prevailing-wage.html.

Travel expenses for federally funded projects shall be reimbursed in accordance with California Department of Human Resources' (CalHR) rates https://hrmanual.calhr.ca.gov/home/manualitem/1/2201.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Agreement's Multi-Year Agreement (MYA) number and associated DO number, services and/or project name, County Project Manager, and an original hardcopy

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shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov with a copy to goetzj@countyofmonterey.gov:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Harris & Associates ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No.: RFQ #10914, On-Call Construction Management Contract No.: Contract Amount: Date: 6/20/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 132.46%
OR					
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION | **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Principal In Charge/Project Director	$345.20	$517.80	$690.41	1/1/2025	12/31/2025	$135.00		Not Applicable
	$362.46	$543.69	$724.93	1/1/2026	12/31/2026	$141.75	5.00%	
	$380.59	$570.88	$761.17	1/1/2027	12/31/2027	$148.84	5.00%	
	$399.62	$599.42	$799.23	1/1/2028	12/31/2028	$156.28	5.00%	
	$419.60	$629.39	$839.19	1/1/2029	12/31/2029	$164.09	5.00%	
	$440.58	$660.86	$881.15	1/1/2030	12/31/2030	$172.30	5.00%	
Sr. Construction Manager II	$268.49	$402.74	$536.98	1/1/2025	12/31/2025	$105.00		Not Applicable
	$281.92	$422.87	$563.83	1/1/2026	12/31/2026	$110.25	5.00%	
	$296.01	$444.02	$592.02	1/1/2027	12/31/2027	$115.76	5.00%	
	$310.81	$466.22	$621.62	1/1/2028	12/31/2028	$121.55	5.00%	
	$326.35	$489.53	$652.71	1/1/2029	12/31/2029	$127.63	5.00%	
	$342.67	$514.01	$685.34	1/1/2030	12/31/2030	$134.01	5.00%	
Sr. Construction Manager I	$255.71	$383.56	$511.41	1/1/2025	12/31/2025	$100.00		Not Applicable
	$268.49	$402.74	$536.98	1/1/2026	12/31/2026	$105.00	5.00%	

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	$281.92	$422.87	$563.83	1/1/2027	12/31/2027	$110.25	5.00%	
	$296.01	$444.02	$592.02	1/1/2028	12/31/2028	$115.76	5.00%	
	$310.81	$466.22	$621.62	1/1/2029	12/31/2029	$121.55	5.00%	
	$326.35	$489.53	$652.71	1/1/2030	12/31/2030	$127.63	5.00%	
Construction Manager III	$242.92	$364.38	$485.84	1/1/2025	12/31/2025	$95.00		Not Applicable
	$255.07	$382.60	$510.13	1/1/2026	12/31/2026	$99.75	5.00%	
	$267.82	$401.73	$535.64	1/1/2027	12/31/2027	$104.74	5.00%	
	$281.21	$421.82	$562.42	1/1/2028	12/31/2028	$109.97	5.00%	
	$295.27	$442.91	$590.54	1/1/2029	12/31/2029	$115.47	5.00%	
	$310.04	$465.05	$620.07	1/1/2030	12/31/2030	$121.25	5.00%	
Constrcution Manager II	$217.35	$326.03	$434.70	1/1/2025	12/31/2025	$85.00		Not Applicable
	$228.22	$342.33	$456.44	1/1/2026	12/31/2026	$89.25	5.00%	
	$239.63	$359.44	$479.26	1/1/2027	12/31/2027	$93.71	5.00%	
	$251.61	$377.41	$503.22	1/1/2028	12/31/2028	$98.40	5.00%	
	$264.19	$396.29	$528.38	1/1/2029	12/31/2029	$103.32	5.00%	
	$277.40	$416.10	$554.80	1/1/2030	12/31/2030	$108.48	5.00%	

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Harris & Associates ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No.: RFQ #10914, On-Call Construction Management Contract No.: Contract Amount: Date: 6/20/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 132.46%
OR					
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Construction Manager I	$204.56	$306.85	$409.13	1/1/2025	12/31/2025	$80.00		Not Applicable
	$214.79	$322.19	$429.59	1/1/2026	12/31/2026	$84.00	5.00%	
	$225.53	$338.30	$451.07	1/1/2027	12/31/2027	$88.20	5.00%	
	$236.81	$355.21	$473.62	1/1/2028	12/31/2028	$92.61	5.00%	
	$248.65	$372.97	$497.30	1/1/2029	12/31/2029	$97.24	5.00%	
	$261.08	$391.62	$522.16	1/1/2030	12/31/2030	$102.10	5.00%	
Sr. Construction Inspector I**	$230.14	$345.20	$460.27	1/1/2025	12/31/2025	$90.00		Not Applicable
	$241.64	$362.46	$483.28	1/1/2026	12/31/2026	$94.50	5.00%	
	$253.72	$380.59	$507.45	1/1/2027	12/31/2027	$99.23	5.00%	
	$266.41	$399.62	$532.82	1/1/2028	12/31/2028	$104.19	5.00%	
	$279.73	$419.60	$559.46	1/1/2029	12/31/2029	$109.40	5.00%	
	$293.72	$440.58	$587.44	1/1/2030	12/31/2030	$114.87	5.00%	
Constrcution Inspector II**	$217.35	$326.03	$434.70	1/1/2025	12/31/2025	$85.00		Not Applicable
	$228.22	$342.33	$456.44	1/1/2026	12/31/2026	$89.25	5.00%	
	$239.63	$359.44	$479.26	1/1/2027	12/31/2027	$93.71	5.00%	

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	$251.61	$377.41	$503.22	1/1/2028	12/31/2028	$98.40	5.00%	
	$264.19	$396.29	$528.38	1/1/2029	12/31/2029	$103.32	5.00%	
	$277.40	$416.10	$554.80	1/1/2030	12/31/2030	$108.48	5.00%	
Constrcution Inspector I**	$191.78	$287.67	$383.56	1/1/2025	12/31/2025	$75.00		Not Applicable
	$201.37	$302.05	$402.74	1/1/2026	12/31/2026	$78.75	5.00%	
	$211.44	$317.16	$422.87	1/1/2027	12/31/2027	$82.69	5.00%	
	$222.01	$333.01	$444.02	1/1/2028	12/31/2028	$86.82	5.00%	
	$233.11	$349.66	$466.22	1/1/2029	12/31/2029	$91.16	5.00%	
	$244.76	$367.15	$489.53	1/1/2030	12/31/2030	$95.72	5.00%	

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Harris & Associates ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: ~~RFQ #10914, On-Call~~ Construction Management Services Contract No. 0 Participation Amount 0 Date 6/20/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 132.46%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Sr. Office Engineer II	$204.56	$306.85	$409.13	1/1/2025	12/31/2025	$80.00		Not Applicable
	$214.79	$322.19	$429.59	1/1/2026	12/31/2026	$84.00	5.00%	
	$225.53	$338.30	$451.07	1/1/2027	12/31/2027	$88.20	5.00%	
	$236.81	$355.21	$473.62	1/1/2028	12/31/2028	$92.61	5.00%	
	$248.65	$372.97	$497.30	1/1/2029	12/31/2029	$97.24	5.00%	
	$261.08	$391.62	$522.16	1/1/2030	12/31/2030	$102.10	5.00%	
Sr. Office Engineer I	$191.78	$287.67	$383.56	1/1/2025	12/31/2025	$75.00		Not Applicable
	$201.37	$302.05	$402.74	1/1/2026	12/31/2026	$78.75	5.00%	
	$211.44	$317.16	$422.87	1/1/2027	12/31/2027	$82.69	5.00%	
	$222.01	$333.01	$444.02	1/1/2028	12/31/2028	$86.82	5.00%	
	$233.11	$349.66	$466.22	1/1/2029	12/31/2029	$91.16	5.00%	
	$244.76	$367.15	$489.53	1/1/2030	12/31/2030	$95.72	5.00%	
Office Engineer II	$166.21	$249.31	$332.42	1/1/2025	12/31/2025	$65.00		Not Applicable
	$174.52	$261.78	$349.04	1/1/2026	12/31/2026	$68.25	5.00%	
	$183.25	$274.87	$366.49	1/1/2027	12/31/2027	$71.66	5.00%	
	$192.41	$288.61	$384.82	1/1/2028	12/31/2028	$75.25	5.00%	
	$202.03	$303.04	$404.06	1/1/2029	12/31/2029	$79.01	5.00%	
	$212.13	$318.19	$424.26	1/1/2030	12/31/2030	$82.96	5.00%	
Office Engineer I	$153.42	$230.14	$306.85	1/1/2025	12/31/2025	$60.00		Not Applicable
	$161.09	$241.64	$322.19	1/1/2026	12/31/2026	$63.00	5.00%	
	$169.15	$253.72	$338.30	1/1/2027	12/31/2027	$66.15	5.00%	
	$177.61	$266.41	$355.21	1/1/2028	12/31/2028	$69.46	5.00%	
	$186.49	$279.73	$372.97	1/1/2029	12/31/2029	$72.93	5.00%	
	$195.81	$293.72	$391.62	1/1/2030	12/31/2030	$76.58	5.00%	
Scheduler II	$204.56	$306.85	$409.13	1/1/2025	12/31/2025	$80.00		Not Applicable
	$214.79	$322.19	$429.59	1/1/2026	12/31/2026	$84.00	5.00%	
	$225.53	$338.30	$451.07	1/1/2027	12/31/2027	$88.20	5.00%	
	$236.81	$355.21	$473.62	1/1/2028	12/31/2028	$92.61	5.00%	
	$248.65	$372.97	$497.30	1/1/2029	12/31/2029	$97.24	5.00%	
	$261.08	$391.62	$522.16	1/1/2030	12/31/2030	$102.10	5.00%	

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Harris & Associates ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: RFQ #10914, On-Call Construction Management Contract No. 0 Participation Amount 0 Date 6/20/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 132.46%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Scheduler I	$184.11	$276.16	$368.22	1/1/2025	12/31/2025	$72.00		Not Applicable
	$193.31	$289.97	$386.63	1/1/2026	12/31/2026	$75.60	5.00%	
	$202.98	$304.47	$405.96	1/1/2027	12/31/2027	$79.38	5.00%	
	$213.13	$319.69	$426.26	1/1/2028	12/31/2028	$83.35	5.00%	
	$223.78	$335.68	$447.57	1/1/2029	12/31/2029	$87.52	5.00%	
	$234.97	$352.46	$469.95	1/1/2030	12/31/2030	$91.89	5.00%	
Sr Construction Admininstrator II	$184.11	$276.16	$368.22	1/1/2025	12/31/2025	$72.00		Not Applicable
	$193.31	$289.97	$386.63	1/1/2026	12/31/2026	$75.60	5.00%	
	$202.98	$304.47	$405.96	1/1/2027	12/31/2027	$79.38	5.00%	
	$213.13	$319.69	$426.26	1/1/2028	12/31/2028	$83.35	5.00%	
	$223.78	$335.68	$447.57	1/1/2029	12/31/2029	$87.52	5.00%	
	$234.97	$352.46	$469.95	1/1/2030	12/31/2030	$91.89	5.00%	
Sr Construction Admininstrator I	$166.21	$249.31	$332.42	1/1/2025	12/31/2025	$65.00		Not Applicable
	$174.52	$261.78	$349.04	1/1/2026	12/31/2026	$68.25	5.00%	
	$183.25	$274.87	$366.49	1/1/2027	12/31/2027	$71.66	5.00%	
	$192.41	$288.61	$384.82	1/1/2028	12/31/2028	$75.25	5.00%	
	$202.03	$303.04	$404.06	1/1/2029	12/31/2029	$79.01	5.00%	
	$212.13	$318.19	$424.26	1/1/2030	12/31/2030	$82.96	5.00%	
Construction Admininstrator II	$104.84	$157.26	$209.68	1/1/2025	12/31/2025	$41.00		Not Applicable
	$110.08	$165.12	$220.16	1/1/2026	12/31/2026	$43.05	5.00%	
	$115.59	$173.38	$231.17	1/1/2027	12/31/2027	$45.20	5.00%	
	$121.36	$182.05	$242.73	1/1/2028	12/31/2028	$47.46	5.00%	
	$127.43	$191.15	$254.87	1/1/2029	12/31/2029	$49.84	5.00%	
	$133.80	$200.71	$267.61	1/1/2030	12/31/2030	$52.33	5.00%	
Construction Admininstrator I	$86.94	$130.41	$173.88	1/1/2025	12/31/2025	$34.00		Not Applicable
	$91.29	$136.93	$182.57	1/1/2026	12/31/2026	$35.70	5.00%	
	$95.85	$143.78	$191.70	1/1/2027	12/31/2027	$37.49	5.00%	
	$100.64	$150.97	$201.29	1/1/2028	12/31/2028	$39.36	5.00%	
	$105.68	$158.51	$211.35	1/1/2029	12/31/2029	$41.33	5.00%	
	$110.96	$166.44	$221.92	1/1/2030	12/31/2030	$43.39	5.00%	

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Harris & Associates ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: RFQ #10914, On-Call Construction Management Services Contract No.: 0 Date: 6/20/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Items	Quantity	Unit	Unit Cost	Total
Mileage Costs	IRS Rate			
Equipment Rental and Supplies				
Permit Fees				
Plan Sheets				
Test				
Vehicle		1	1450	$1,450
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary
11. Subconsultants must provide their own cost proposals.

Docusign Envelope ID: DBBA609D-C816-4F6C-8EAF-2F301C2451CA

SAMPLE COST PROPOSAL 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. **Title 23 United States Code Section 112** - Letting of Contracts
4. **48 Code of Federal Regulations Part 31** - Contract Cost Principles and Procedures
5. **23 Code of Federal Regulations Part 172** - Procurement, Management, and Administration of Engineering and Design Related Service
6. **48 Code of Federal Regulations Part 9904** - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name:	**Frank S. Lopez**	Title:*	**Vice President**
Signature:		Certification Date (mm/dd/yyyy):	**6/20/2025**
Email:	frank.lopez@weareharris.com	Phone:	**831.233.9242**
Address:	**60 W. Alisal Street, Ste 120, Salinas, CA 93901**		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction Management, Inspeciton, and Administration

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Kleinfelder, Inc ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No.: County of Monterey, DPW On-Call CM Services Contract No.: RFQ #10914 Participation Amount: TBD Date: 6/25/2025 Revised 9/30/2025 Revised 10/23/2025

	FRINGE BENEFIT %	+	GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
For Combined Rate	56.30%	+	90.81%	=	147.11%
			Fee	=	10.00%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual or Avg	% or $	Hourly Range -
	Straight	OT(1.5x)	OT(2x)	From	To	Hourly Rate	increase	for Classifications Only
Johan Jacobsen, PE	**$ 296.13**	N/A	N/A	11/21/2025	11/20/2026	$ 108.94	-	
Program Manager	$ 310.94	N/A	N/A	11/21/2026	11/20/2027	$ 114.39	5.00%	Not Applicable
Exempt	$ 326.48	N/A	N/A	11/21/2027	11/20/2028	$ 120.11	5.00%	
	$ 342.82	N/A	N/A	11/21/2028	11/20/2029	$ 126.12	5.00%	
	$ 359.97	N/A	N/A	11/21/2029	12/31/2030	$ 132.43	5.00%	
Robert (Lance) Young	**$ 196.04**	N/A	N/A	11/21/2025	11/20/2026	$ 72.12	-	
Project Manager	$ 205.85	N/A	N/A	11/21/2026	11/20/2027	$ 75.73	5.00%	Not Applicable
Exempt	$ 216.15	N/A	N/A	11/21/2027	11/20/2028	$ 79.52	5.00%	
	$ 226.97	N/A	N/A	11/21/2028	11/20/2029	$ 83.50	5.00%	
	$ 238.33	N/A	N/A	11/21/2029	12/31/2030	$ 87.68	5.00%	
Aaron Kidd	**$ 209.11**	N/A	N/A	11/21/2025	11/20/2026	$ 76.93	-	
Laboratory Manager	$ 219.58	N/A	N/A	11/21/2026	11/20/2027	$ 80.78	5.00%	Not Applicable
Exempt	$ 230.56	N/A	N/A	11/21/2027	11/20/2028	$ 84.82	5.00%	
	$ 242.08	N/A	N/A	11/21/2028	11/20/2029	$ 89.06	5.00%	
	$ 254.18	N/A	N/A	11/21/2029	12/31/2030	$ 93.51	5.00%	
McKinney (Todd) Proctor	**$ 195.20**	N/A	N/A	11/21/2025	11/20/2026	$ 71.81	-	
Special Inspection Lead NON PW	$ 204.95	N/A	N/A	11/21/2026	11/20/2027	$ 75.40	5.00%	Not Applicable
Exempt	$ 215.20	N/A	N/A	11/21/2027	11/20/2028	$ 79.17	5.00%	
	$ 225.96	N/A	N/A	11/21/2028	11/20/2029	$ 83.13	5.00%	
	$ 237.27	N/A	N/A	11/21/2029	12/31/2030	$ 87.29	5.00%	
Sr. Project Controls Specialist	**$ 149.50**	N/A	N/A	11/21/2025	11/20/2026	$ 55.00	-	$45-$65
Sr. Project Controls Specialist	$ 156.98	N/A	N/A	11/21/2026	11/20/2027	$ 57.75	5.00%	Not Applicable
Exempt	$ 164.83	N/A	N/A	11/21/2027	11/20/2028	$ 60.64	5.00%	
	$ 173.07	N/A	N/A	11/21/2028	11/20/2029	$ 63.67	5.00%	
	$ 181.71	N/A	N/A	11/21/2029	12/31/2030	$ 66.85	5.00%	
Project Controls Specialist	**$ 108.73**	N/A	N/A	11/21/2025	11/20/2026	$ 40.00	-	$35-$45
Project Controls Specialist	$ 114.16	N/A	N/A	11/21/2026	11/20/2027	$ 42.00	5.00%	Not Applicable
Exempt	$ 119.87	N/A	N/A	11/21/2027	11/20/2028	$ 44.10	5.00%	
	$ 125.88	N/A	N/A	11/21/2028	11/20/2029	$ 46.31	5.00%	
	$ 132.19	N/A	N/A	11/21/2029	12/31/2030	$ 48.63	5.00%	
Dispatch/Admin	**$ 86.98**	$ 130.47	$ 173.97	11/21/2025	11/20/2026	$ 32.00	-	
Administration	$ 91.33	$ 137.00	$ 182.66	11/21/2026	11/20/2027	$ 33.60	5.00%	$26-$37
Non-Exempt	$ 95.90	$ 143.85	$ 191.80	11/21/2027	11/20/2028	$ 35.28	5.00%	
	$ 100.68	$ 151.02	$ 201.36	11/21/2028	11/20/2029	$ 37.04	5.00%	
	$ 105.71	$ 158.57	$ 211.42	11/21/2029	12/31/2030	$ 38.89	5.00%	
Masonry/Lead Inspector PW G1	**$ 228.98**	$ 343.47	$ 457.96	11/21/2025	11/20/2026	$ 84.24	-	
Regular Shift - NC 63-3-9-2024-1**	$ 240.43	$ 360.64	$ 480.85	11/21/2026	11/20/2027	$ 88.45	5.00%	Not Applicable
Non-exempt	$ 252.44	$ 378.66	$ 504.88	11/21/2027	11/20/2028	$ 92.87	5.00%	
	$ 265.05	$ 397.58	$ 530.11	11/21/2028	11/20/2029	$ 97.51	5.00%	
	$ 278.32	$ 417.48	$ 556.64	11/21/2029	12/31/2030	$ 102.39	5.00%	
Building/Construction Inspector PW G2	**$ 223.55**	$ 335.32	$ 447.09	11/21/2025	11/20/2026	$ 82.24	-	
Regular Shift - NC 63-3-9-2024-1**	$ 234.72	$ 352.08	$ 469.43	11/21/2026	11/20/2027	$ 86.35	5.00%	Not Applicable
Non-exempt	$ 246.46	$ 369.69	$ 492.92	11/21/2027	11/20/2028	$ 90.67	5.00%	
	$ 258.77	$ 388.16	$ 517.55	11/21/2028	11/20/2029	$ 95.20	5.00%	
	$ 271.71	$ 407.57	$ 543.42	11/21/2029	12/31/2030	$ 99.96	5.00%	

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Kleinfelder, Inc ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No.: County of Monterey, DPW On-Call CM Services Contract No.: RFQ #10914 Participation Amount: TBD Date: 6/25/2025 Revised 9/30/2025 Revised 10/23/2025

	FRINGE BENEFIT %	+	GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
For Combined Rate	56.30%	+	90.81%	=	147.11%
			Fee	=	10.00%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual or Avg	% or $	Hourly Range -
	Straight	OT(1.5x)	OT(2x)	From	To	Hourly Rate	increase	for Classifications Only
Soils/Asphalt Technician PW G3	**$ 203.95**	$ 305.92	$ 407.89	11/21/2025	11/20/2026	$ 75.03	-	
Regular Shift - NC 63-3-9-2024-1**	$ 214.14	$ 321.21	$ 428.28	11/21/2026	11/20/2027	$ 78.78	5.00%	Not Applicable
Non-exempt	$ 224.85	$ 337.28	$ 449.70	11/21/2027	11/20/2028	$ 82.72	5.00%	
	$ 236.10	$ 354.16	$ 472.21	11/21/2028	11/20/2029	$ 86.86	5.00%	
	$ 247.90	$ 371.85	$ 495.80	11/21/2029	12/31/2030	$ 91.20	5.00%	
Concrete ACI Inspector PW G4	**$ 187.72**	$ 281.58	$ 375.44	11/21/2025	11/20/2026	$ 69.06	-	
Regular Shift - NC 63-3-9-2024-1**	$ 197.10	$ 295.65	$ 394.19	11/21/2026	11/20/2027	$ 72.51	5.00%	Not Applicable
Non-exempt	$ 206.96	$ 310.45	$ 413.93	11/21/2027	11/20/2028	$ 76.14	5.00%	
	$ 217.32	$ 325.98	$ 434.64	11/21/2028	11/20/2029	$ 79.95	5.00%	
	$ 228.19	$ 342.29	$ 456.39	11/21/2029	12/31/2030	$ 83.95	5.00%	
Senior Technician (Non Prevailing Wage)	**$ 115.52**	$ 173.29	$ 231.05	11/21/2025	11/20/2026	$ 42.50	-	
Regular Shift NON PW	$ 121.31	$ 181.97	$ 242.63	11/21/2026	11/20/2027	$ 44.63	5.00%	$30-$50
Non-exempt	$ 127.38	$ 191.06	$ 254.75	11/21/2027	11/20/2028	$ 46.86	5.00%	
	$ 133.74	$ 200.60	$ 267.47	11/21/2028	11/20/2029	$ 49.20	5.00%	
	$ 140.42	$ 210.63	$ 280.85	11/21/2029	12/31/2030	$ 51.66	5.00%	

NOTES:
1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Kleinfelder, Inc ☐ Prime Consultant ☒ Subconsultant

Project No. County of Monterey, DPW On-Call CM Services Contract No. RFQ #10914 Date 6/25/2025 Revised 9/30/2025 Revised 10/23/2025

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs			per IRS rate	
Ultrasonic NDT Equipment			$ 300.00	TBD
Skidmore Wilhelm Machine			$ 75.00	TBD
Plan Sheets / Reproduction / Copies			at cost	TBD
Laboratory Tests	Per Unit Rates		see attachment	see attachment
Vehicle Rental/Leased Vehicle		daily	$ 125.00	
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3				
Subconsultant 4				
Subconsultant 5				

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EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1 Generally Accepted Accounting Principles (GAAP)
2 Terms and conditions of the contract
3 Title 23 United States Code Section 112 - Letting of Contracts
4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of

6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Suconsultant Certifying:

Name: Mark W. Connelly

Title*: Vice President

Signature: M W Connelly

Date of Certification (mm/dd/yyyy): 10/23/2025

Email: MConnelly@kleinfelder.com

Phone Number: 916-612-6536

Address: 3130 Kilgore Road Suite 200, Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under this proposed contract:

Construction Inspection and Special Material Testing Services

2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS

SOIL DENSITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Standard Proctor	D698, T99	$	305	each
Modified Proctor	D1557, T180	$	305	each
Rapid Determination of Compaction*	D5080	$	250	each
1-Point Proctor, Check Point	T272	$	180	each
Proctor Oversize Correction	D4718	$	95	each
Treated Soil Proctor	D558	$	400	each
Minimum and Maximum Relative Density	D4254, D4253	$	535	each
Maximum Density by Vibratory Hammer	D7382	$	695	each
Moisture/Density, TEX 113-E	TEX113-E	$	345	each
Moisture/Density, TEX 114-E	TEX114-E	$	345	each
California Impact, CT 216	CT216	$	285	each
***Field Test**				

SOIL CLASSIFICATION AND INDEX TESTS				
Test	**Standard Test Method†**	**Fee**		
Visual Classification	D2488	$	37	each
Sieve Analysis, % Finer than No. 200 Sieve	D1140	$	115	each
Sieve Analysis, Fine	D422, D6913, T88	$	165	each
Sieve Analysis, Coarse	D422, D6913, T88	$	165	each
Sieve Analysis, Coarse and Fine	D422, D6913, T88	$	210	each
Hydrometer Analysis (***Requires a Sieve Analysis, not included)***	D422, D7928	$	230	each
Water Content	D2216, D4363, T265	$	32	each
Water Content and Dry Unit Weight	D2216, D2937, D7263	$	58	each
Atterberg Limits, Single Point	D4318-B, T89, T90	$	150	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	$	230	each
Soil Specific Gravity	D854, T100	$	285	each
Soil Organic Content	D2974-C	$	160	each
Fiber Content of Peat Soils	D1997	$	335	each
Pinhole Dispersion Classification	D4647	$	660	each
Soil pH	D4972, G51	$	74	each
Double Hydrometer for Dispersive Soils	D4221	$	345	each
Crumb Test for Dispersive Soils	D6572	$	110	each
Soil Resistivity	G187	$	200	each
Chloride Content		$	89	each
Sulfate Content		$	74	each
Thermal Resistivity, Per Point	D5334, IEEE 422	$	410	each
Thermal Resistivity, Dry-Out Curve	D5334, IEEE 422	$	1,195	each
Methylene Blue	C837	$	290	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

RATES VALID UNTIL DECEMBER 31, 2025 –
RATES SHALL BE ESCALATED 3% ON JANUARY 1ST OF EACH YEAR STARTING JANUARY 1, 2026

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2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS (continued)

SOIL BEARING PRESSURE TESTS				
Test	**Standard Test Method†**	**Fee**		
California Bearing Ratio, Single Point ***(proctor not included)***	D1883, T193	$	440	each
California Bearing Ratio, 3 Points ***(proctor not included)***	D1883, T193	$	820	each
Resistance R-Value	D2844	$	410	each
Resistance R-Value of Treated Material	D2844	$	475	each
Rock Correction for R-Value	D2844	$	105	each
Stabilized Soil UC Strength, 1 Point ***(proctor not included)***	D1633, D5102	$	220	each
Stabilized Soil UC Strength, Set of 3	D1633, D5102	$	1,195	each
CT373, 1 Lime Content, w/o Opt. Moist.	CT373	$	210	each
CT373, 1 Lime Content	CT373	$	460	each
CT373, 3 Lime Contents	CT373	$	1,385	each
Eades and Grim Test (Opt. Lime Content)	C977	$	245	each
Resilient Modulus	T307	$	600	each
CTB Strength, Individual Specimen		$	230	each
CTB Strength, Set of 3, Without Design		$	525	each
CTB Complete Mix Design		$	Inquire	each

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Pocket Penetration Value		$	37	each
Unconfined Compressive Strength	D2166, T208	$	180	each
Direct Shear, 1 Point	D3080, T236	$	190	each
Direct Shear, 3 Points	D3080, T236	$	495	each
Direct Shear, Residual Strength, Each Point	D3080-Modified	$	315	each
Consolidation without Time Rate Plots	D2435-Modified	$	430	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	$	565	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	$	800	each
Collapse Potential	D5333	$	315	each
One Dimensional Swell – Wetting After Loading, Series	D4546-A	$	380	each
One Dimensional Swell – Wetting After Loading	D4546-B	$	220	each
One Dimensional Swell – Loading After Wetting	D4546-C	$	600	each
Expansion Index	D4829	$	245	each
Denver Swell Test		$	220	each
Permeability, Rigid Wall	D2434	$	565	each
Permeability, Flexible Wall	D5084-C	$	495	each
Triaxial Compression, CU, 1 Point	D4767, T297	$	630	each
Triaxial Compression, CU, 3 Points	D4767, T297	$	1,560	each
Triaxial Compression, UU, 1 Point	D2850, T296	$	265	each
Triaxial Compression, UU, 3 Points	D2850, T296	$	800	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	$	380	each
Triaxial Test, TEX117E, Part I	TEX117E	$	2,250	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

RATES VALID UNTIL DECEMBER 31, 2025 –
RATES SHALL BE ESCALATED 3% ON JANUARY 1ST OF EACH YEAR STARTING JANUARY 1, 2026

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

Triaxial Test, TEX117E, Part II	TEX117E	$	2,250	each
Vane Shear – Motorized	D4648	$	100	each

ROCK TESTS

Test	Standard Test Method†	Fee		
Rock Sample Preparation	D4543	$	150	each
Rock Mohs Hardness	IRSM	$	100	each
Rock Point Load Index, per Point*	D5731	$	68	each
Rock Slake Durability	D4644	$	250	each
Rock Splitting Tensile/Brazilian, per Point*	D3967	$	125	each
Rock Direct Tensile	D2936	$	250	each
Rock Unconfined Compression	D7012-C	$	315	each
Above testing fees include routine sample preparation (end grinding) and sample photographs. ****Point load and splitting tensile test fees are per break, not per set of ten.***				

AGGREGATE TESTS

Test	Standard Test Method†	Fee		
ASR Reactivity, Long Method	C227, C1293	$	2,135	each
ASR Reactivity, Short Method	C1260, C1567	$	1,195	each
Cleanness Value	CT227	$	210	each
Clay Lumps and Friable Particles, per size **(see note below)*	C142, T112	$	130	each
Coarse Specific Gravity & Absorption	C127, T85	$	125	each
Fine Specific Gravity & Absorption	C128, T84	$	185	each
Coarse Durability	D3744, T210	$	190	each
Fine Durability	D3744, T210	$	190	each
Flat and Elongated Particles, per size **(see note below)*	D4791	$	120	each
Fractured Faces, per size **(see note below)*	D5821, T335	$	130	each
Lightweight Pieces *(Per specific gravity of heavy liquid)*	C123, T113	$	370	each
Los Angeles Abrasion, Large Aggregate	C535	$	250	each
Los Angeles Abrasion, Small Aggregate	C131, T96	$	250	each
Mortar Sand Strength	C87, CT515	$	820	each
Organic Impurities	C40, T21	$	125	each
Sand Equivalent	D2419, T176	$	190	each
Sieve Analysis, % Finer than No. 200 Sieve	C117, T11	$	115	each
Sieve Analysis, Fine	C136, T27	$	165	each
Sieve Analysis, Coarse	C136, T27	$	165	each
Sieve Analysis, Coarse and Fine	C136, T27	$	210	each
Soundness of Aggregate, per size **(see note below)*	C88, T104	$	190	each
Unit Weight	C29, T19	$	84	each
Water Content	D2216, C566, T255	$	32	each
Texas Wet Ball Mill	TEX116E	$	380	each
Decantation Wash	TEX406A	$	115	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	$	180	each
****Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.***				

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

RATES VALID UNTIL DECEMBER 31, 2025 –
RATES SHALL BE ESCALATED 3% ON JANUARY 1ST OF EACH YEAR STARTING JANUARY 1, 2026

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2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

FILTER MEDIA TESTS

Test	Standard Test Method†	Fee		
Filter Media, Sieve Analysis *(includes d10, d60, es, cu)*	AWWA B100	$	230	each
Filter Media, Mohs Hardness	AWWA B100	$	230	each
Acid Solubility	AWWA B100	$	230	each

CONCRETE TESTS

Test	Standard Test Method†	Fee		
Concrete Compression	C39	$	42	each
Concrete Core Compression	C42	$	105	each
Concrete Flexural Strength	C78	$	130	each
Hydraulic Cement Mortar Compression	C109 (field cast)	$	42	each
Concrete Drying Shrinkage, set of 3*	C157	$	640	Each
Concrete Core Thickness	C174	$	58	each
Concrete Laboratory Trial Batch**	C192	$	1,750	each
Concrete Time of Set by Penetration Resistance	C403, C191	$	2,400	each
Concrete Modulus of Elasticity	C469	$	600	each
Concrete Splitting Tensile Strength	C496	$	175	each
Concrete Absorption	C497, C642	$	200	each
Concrete Cylinder Unit Weight	C567	$	200	each
Non-Shrink Grout Compression	C1107, C579	$	42	each
Shotcrete Compression	C1140, C1604	$	89	each
Shotcrete Core Grading	ACI 506.3	$	150	each
Concrete Paving Slab Modulus of Rupture	C1782	$	945	each
Concrete Direct Tensile	D2936, CRD C164	$	525	each
CLSM Compression	D4832	$	58	each
For sets greater than 3, add $100 per prism				
****Includes up to 9 cylinders or 9 flex beams, additional cylinders, beams, or shrinkage prisms charged at individual unit rates***				

ROLLER COMPACTED CONCRETE TESTS

Test	Standard Test Method†	Fee		
RCC Compression	C1435/C39	$	68	each
RCC Air Content	C1849	$	125	each
RCC Unit Weight	C1849	$	125	each
RCC Consistency and Density (VeBe)	C1170	$	1,680	each
RCC Accelerated Cure	C1768 - modified	$	790	each
RCC Trial Batch	ACI 211.1	$	inquire	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

RATES VALID UNTIL DECEMBER 31, 2025 –
RATES SHALL BE ESCALATED 3% ON JANUARY 1ST OF EACH YEAR STARTING JANUARY 1, 2026

Revised 4/2024

2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

MASONRY TESTS

Test	Standard Test Method†	Fee		
Masonry Grout Compression	C1019, C942	$	42	each
Masonry Mortar Compression	C270, C780	$	42	each
Masonry Core Compression and Shear	CA DSA	$	210	each
Masonry Prism Compression	C1314	$	160	each
CMU Absorption and Received Moisture	C140	$	125	each
CMU Compression	C140	$	130	each
CMU Dimension Verification	C140	$	60	each
CMU Lineal Shrinkage	C426	$	350	each

ASPHALT TESTS

MIX PROPERTY TESTS

Test	Standard Test Method†	Fee		
Air Voids Determination ***(calculation only)***	D3203, AI-MS-2	$	68	each
VMA Determination ***(calculation only)***	AI-MS-2, CT-LP-2	$	68	each
VFA Determination ***(calculation only)***	AI-MS-2, CT-LP-2	$	68	each
Volumetric Properties ***(calculation only)***	AI-MS-2, CT-LP-2	$	68	each
AC Moisture Content	T329	$	85	each
Gradation of Extracted Aggregate	D5444	$	160	each
AC Content by Extraction	D2172	$	375	each
AC Content by Ignition Oven	D6307, T308	$	200	each
AC Ignition Oven Calibration ***(determination of mix correction)***	D6307	$	440	each
Hveem Stability	D1560	$	440	each
Hveem Stability without Compaction	D1560	$	230	each
Marshall Stability and Flow ***(does not include compaction)***	D6927	$	220	each

DESIGN AND DENSITY TESTS

Test	Standard Test Method†	Fee		
AC Core Thickness	D3549	$	45	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	$	68	each
Unit Weight, Gyratory Method	D6925, T312	$	400	each
Unit Weight, Hveem Method	D1561	$	390	each
Unit Weight, Marshall Method	D6926	$	285	each
Maximum Theoretical Specific Gravity	D2041	$	210	each
Moisture Induced Damage	T283	$	1,695	each
Hamburg Wheel Track, Set of 2	T324	$	1,270	each
Index of Retained Strength	D1075	$	1,445	each
Indirect Tensile Strength ***(does not include compaction)***	D6931	$	1,050	set/3
Indirect Tensile Strength of Cored Specimen	D6931	$	440	each
Caltrans Tensile Strength Ratio	CT371	$	2,310	each
Caltrans Optimum Bitumen Content OGFC	CT368	$	2,135	each

†Common ASTM, AASHTO and DOT test methods.

- **Those beginning with A, B, C, D, E, F, or G are ASTM methods.**
- **Those beginning with T are AASHTO methods.**

RATES VALID UNTIL DECEMBER 31, 2025 –
RATES SHALL BE ESCALATED 3% ON JANUARY 1ST OF EACH YEAR STARTING JANUARY 1, 2026

2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

Film Stripping	CT302	$	190	each
Mix Design, Hveem Method	CT367	$	Inquire	each
Mix Design, Marshall Method	AI-MS-2	$	Inquire	each
Mix Design, Superpave Method	AI-MS-2	$	Inquire	each

EMULSION TESTS

EMULSION TESTS				
Test	**Standard Test Method†**	**Fee**		
Emulsion Settlement	D6930, T59	$	295	each
Emulsion Sieve Test	D6933, T59	$	130	each
Emulsion Storage Stability	D6930, T59	$	230	each
Emulsion Torsional Recovery	CT332	$	200	each
Particle Charge	D7402, T59	$	130	each
Residue by Evaporation	D6934, T59	$	145	each
Saybolt Viscosity	D7946, T59	$	200	each
Slurry Seal Wet Track Abrasion	D3910, ISSA TB100	$	440	each

METAL TESTS

BOLT TESTS				
Test	**Standard Test Method†**	**Fee**		
Bolt Assembly Suite (Bolt, Nut, Washer) *	F606	$	300	each
Bolt Hardness	E18	$	40	each
Bolt Proof Load	F606	$	60	each
Bolt Wedge Tensile	F606	$	65	each
Nut Hardness	E18	$	40	each
Nut Proof Load	F606	$	60	each
Washer Hardness	E18	$	40	each
An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.				

REINFORCING BAR TESTS				
Test	**Standard Test Method†**	**Fee**		
Bend	A370, E290	$	60	each
Rebar Tensile, up to No. 11	A370, E8	$	120	each
Rebar Tensile, No. 14 and No. 18	A370, E8	$	300	each
Rebar Coupler Slip	A370, A1034, CT670	$	225	each
Rebar Coupler Tensile, up to No. 11	A370, A1034, CT670	$	150	each
Rebar Coupler Tensile, No. 14 and No. 18	A370, A1034, CT670	$	350	each
Headed Rebar Tensile, up to No. 11	A370, A970	$	150	each
Headed Rebar Tensile, No. 14 and No. 18	A370, A970	$	350	each
Modulus of Elasticity*	A370	$	300	Each
Epoxy Coating Thickness	A775, A934	$	130	each
Epoxy Coating Continuity – Holiday Test	A775, A934	$	130	each
Epoxy Flexibility - Bending	A775, A934	$	130	each

†Common ASTM, AASHTO and DOT test methods.

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- **Those beginning with T are AASHTO methods.**

RATES VALID UNTIL DECEMBER 31, 2025 –
RATES SHALL BE ESCALATED 3% ON JANUARY 1ST OF EACH YEAR STARTING JANUARY 1, 2026

Revised 4/2024

2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

Machined specimens only, in addition to the tensile fee.

METAL TESTS				
Test	**Standard Test Method†**	**Fee**		
PT Strand Tensile	A370, A1061	$	255	each
Anchor Bolt Tensile, up to 1.5” dia.	F1554	$	190	each
Anchor Bolt Tensile, greater than 1.5” dia.	F1554	$	350	each
Reduced Section Tensile*	A370	$	250	each
Rockwell Hardness	E18	$	40	each
Macroetch	E381	$	500	each
Charpy Impact, Set of 3 **	A370, A673	$	1,000	each
Galvanization Thickness	B499, E376	$	35	each
Fireproofing Density	E605	$	115	each
Machining test specimens is not included. Additional fees for stress-strain diagram.				
****Machining test specimens is not included. Additional fees will be assessed for testing at temperatures other than 40°F.***				

MISCELLANEOUS TESTS

MISCELLANEOUS TESTS				
Test	**Standard Test Method†**	**Fee**		
Tensile and Elastic Modulus Polymer Composite Materials	D3039	$	805	set/5

SAMPLE PREPARATION

SAMPLE PREPARATION				
Test	**Standard Test Method†**	**Fee**		
Sample Cutting and Trimming		$	42	each
Sample Preparation		$	75	each
Sample Remolding		$	100	each
Contamination Fee		$	varies	each
Sample Disposal Fee		$	10	each

†Common ASTM, AASHTO and DOT test methods.

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- **Those beginning with T are AASHTO methods.**

RATES VALID UNTIL DECEMBER 31, 2025 –
RATES SHALL BE ESCALATED 3% ON JANUARY 1ST OF EACH YEAR STARTING JANUARY 1, 2026

Revised 4/2024

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SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No.: RFQ #10914, On-Call Construction Management | Contract No.: | Contract Amount: | Date: 10/22/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 163.79%
OR					
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION | **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Matt Maciel, Chris Johnson, & Erik Zinn	$288.75	$433.12	$577.49	11/21/2025	12/31/2025	$99.51		Not Applicable
	$297.41	$446.11	$594.82	1/1/2026	12/1/2026	$102.50	3.00%	
	$306.33	$459.50	$612.66	1/1/2027	12/1/2027	$105.57	3.00%	
	$315.52	$473.28	$631.04	1/1/2028	12/1/2028	$108.74	3.00%	
	$324.99	$487.48	$649.97	1/1/2029	12/1/2029	$112.00	3.00%	
Principal Engineer/Geologist	$334.74	$502.11	$669.47	1/1/2030	12/31/2030	$115.36	3.00%	
Elizabeth Mitchell	$233.47	$350.20	$466.94	11/21/2025	12/31/2025	$80.46		Not Applicable
	$240.47	$360.71	$480.95	1/1/2026	12/1/2026	$82.87	3.00%	
	$247.69	$371.53	$495.38	1/1/2027	12/1/2027	$85.36	3.00%	
	$255.12	$382.68	$510.24	1/1/2028	12/1/2028	$87.92	3.00%	
	$262.77	$394.16	$525.55	1/1/2029	12/1/2029	$90.56	3.00%	
Associate Engineer	$270.66	$405.98	$541.31	1/1/2030	12/31/2030	$93.28	3.00%	
Cara Al-lami & Ben Andrews	$145.96	$218.93	$291.91	11/21/2025	12/31/2025	$50.30		Not Applicable
	$150.33	$225.50	$300.67	1/1/2026	12/1/2026	$51.81	3.00%	

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

	$154.84	$232.27	$309.69	1/1/2027	12/1/2027	$53.36	3.00%	
	$159.49	$239.23	$318.98	1/1/2028	12/1/2028	$54.96	3.00%	
	$164.27	$246.41	$328.55	1/1/2029	12/1/2029	$56.61	3.00%	
Senior Engineer/Geologist	$169.20	$253.80	$338.40	1/1/2030	12/31/2030	$58.31	3.00%	
J. Ismael Pedraza, Lennin Naranjo, Marcos Rodriguez	$126.96	$190.44	$253.92	11/21/2025	12/31/2025	$43.75		Not Applicable
	$130.77	$196.15	$261.53	1/1/2026	12/1/2026	$45.07	3.00%	
	$134.69	$202.03	$269.38	1/1/2027	12/1/2027	$46.42	3.00%	
	$138.73	$208.10	$277.46	1/1/2028	12/1/2028	$47.81	3.00%	
	$142.89	$214.34	$285.78	1/1/2029	12/1/2029	$49.24	3.00%	
Staff Engineer/Geologist	$147.18	$220.77	$294.36	1/1/2030	12/31/2030	$50.72	3.00%	
Jennifer Olds & Jennifer Alverez	$129.44	$194.17	$258.89	11/21/2025	12/31/2025	$44.61		Not Applicable
	$133.33	$199.99	$266.66	1/1/2026	12/1/2026	$45.95	3.00%	
	$137.33	$205.99	$274.66	1/1/2027	12/1/2027	$47.33	3.00%	
	$141.45	$212.17	$282.89	1/1/2028	12/1/2028	$48.75	3.00%	
	$145.69	$218.54	$291.38	1/1/2029	12/1/2029	$50.21	3.00%	
Administration	$150.06	$225.09	$300.12	1/1/2030	12/31/2030	$51.72	3.00%	

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: RFQ #10914, On-Call Construction Management Contract No. 0 Participation Amount 0 Date 10/22/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Carlie Bonita & Brian Apolinario	$108.73	$163.09	$217.45	11/21/2025	12/31/2025	$37.47		Not Applicable
	$111.99	$167.98	$223.98	1/1/2026	12/31/2026	$38.59	3.00%	
	$115.35	$173.02	$230.70	1/1/2027	12/31/2027	$39.75	3.00%	
	$118.81	$178.21	$237.62	1/1/2028	12/31/2028	$40.94	3.00%	
	$122.37	$183.56	$244.74	1/1/2029	12/31/2029	$42.17	3.00%	
Lab Technician	$126.04	$189.07	$252.09	1/1/2030	12/31/2030	$43.44	3.00%	
Chris Clary – Field Technician	$123.52	$185.29	$247.05	11/21/2025	12/31/2025	$42.57		Not Applicable
Supervisor	$127.23	$190.85	$254.46	1/1/2026	12/31/2026	$43.85	3.00%	
	$131.05	$196.57	$262.10	1/1/2027	12/31/2027	$45.16	3.00%	
	$134.98	$202.47	$269.96	1/1/2028	12/31/2028	$46.52	3.00%	
	$139.03	$208.54	$278.06	1/1/2029	12/31/2029	$47.91	3.00%	
Technician - Regular Time	$143.20	$214.80	$286.40	1/1/2030	12/31/2030	$49.35	3.00%	
Ryan Legions – Field Technician	$89.37	$134.06	$178.74	11/21/2025	12/31/2025	$30.80		Not Applicable
	$92.05	$138.08	$184.11	1/1/2026	12/31/2026	$31.72	3.00%	
	$94.81	$142.22	$189.63	1/1/2027	12/31/2027	$32.68	3.00%	
	$97.66	$146.49	$195.32	1/1/2028	12/31/2028	$33.66	3.00%	
	$100.59	$150.88	$201.18	1/1/2029	12/31/2029	$34.67	3.00%	
Technician - Regular Time	$103.61	$155.41	$207.21	1/1/2030	12/31/2030	$35.71	3.00%	
Edward Carrillo – Field Technician	$113.89	$170.84	$227.78	11/21/2025	12/31/2025	$39.25		Not Applicable
	$117.31	$175.96	$234.62	1/1/2026	12/31/2026	$40.43	3.00%	
	$120.83	$181.24	$241.65	1/1/2027	12/31/2027	$41.64	3.00%	
	$124.45	$186.68	$248.90	1/1/2028	12/31/2028	$42.89	3.00%	
	$128.19	$192.28	$256.37	1/1/2029	12/31/2029	$44.18	3.00%	
Technician - Regular Time	$132.03	$198.05	$264.06	1/1/2030	12/31/2030	$45.50	3.00%	
Zachary Detter – Field Technician	$96.02	$144.03	$192.03	11/21/2025	12/31/2025	$33.09		Not Applicable
	$98.90	$148.35	$197.79	1/1/2026	12/31/2026	$34.08	3.00%	
	$101.86	$152.80	$203.73	1/1/2027	12/31/2027	$35.11	3.00%	
	$104.92	$157.38	$209.84	1/1/2028	12/31/2028	$36.16	3.00%	
	$108.07	$162.10	$216.14	1/1/2029	12/31/2029	$37.24	3.00%	
Technician - Regular Time	$111.31	$166.96	$222.62	1/1/2030	12/31/2030	$38.36	3.00%	

(Add pages as necessary)

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: RFQ #10914, On-Call Construction Management Contract No. 0 Participation Amount 0 Date 10/22/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Brian Apolinario – Field Technician	$101.36	$152.03	$202.71	11/21/2025	12/31/2025	$34.93		Not Applicable
	$104.40	$156.60	$208.79	1/1/2026	12/31/2026	$35.98	3.00%	
	$107.53	$161.29	$215.06	1/1/2027	12/31/2027	$37.06	3.00%	
	$110.75	$166.13	$221.51	1/1/2028	12/31/2028	$38.17	3.00%	
	$114.08	$171.12	$228.15	1/1/2029	12/31/2029	$39.31	3.00%	
Technician - Regular Time	$117.50	$176.25	$235.00	1/1/2030	12/31/2030	$40.49	3.00%	
Daniel Oliveira – Field Technician	$87.31	$130.97	$174.62	11/21/2025	12/31/2025	$30.09		Not Applicable
	$89.93	$134.90	$179.86	1/1/2026	12/31/2026	$30.99	3.00%	
	$92.63	$138.94	$185.26	1/1/2027	12/31/2027	$31.92	3.00%	
	$95.41	$143.11	$190.82	1/1/2028	12/31/2028	$32.88	3.00%	
	$98.27	$147.41	$196.54	1/1/2029	12/31/2029	$33.87	3.00%	
Technician - Regular Time	$101.22	$151.83	$202.44	1/1/2030	12/31/2030	$34.88	3.00%	
J. Pedraza – Field Technician	$111.13	$166.70	$222.27	11/21/2025	12/31/2025	$38.30		Not Applicable
	$114.47	$171.70	$228.94	1/1/2026	12/31/2026	$39.45	3.00%	
	$117.90	$176.85	$235.81	1/1/2027	12/31/2027	$40.63	3.00%	
	$121.44	$182.16	$242.88	1/1/2028	12/31/2028	$41.85	3.00%	
	$125.08	$187.62	$250.17	1/1/2029	12/31/2029	$43.11	3.00%	
Technician - Regular Time	$128.84	$193.25	$257.67	1/1/2030	12/31/2030	$44.40	3.00%	
Justin Hannah – Field Technician	$92.85	$139.28	$185.71	11/21/2025	12/31/2025	$32.00		Not Applicable
	$95.64	$143.46	$191.28	1/1/2026	12/31/2026	$32.96	3.00%	
	$98.51	$147.76	$197.02	1/1/2027	12/31/2027	$33.95	3.00%	
	$101.46	$152.20	$202.93	1/1/2028	12/31/2028	$34.97	3.00%	
	$104.51	$156.76	$209.02	1/1/2029	12/31/2029	$36.02	3.00%	
Technician - Regular Time	$107.64	$161.46	$215.29	1/1/2030	12/31/2030	$37.10	3.00%	
Josh Silva – Field Technician	$87.05	$130.58	$174.10	11/21/2025	12/31/2025	$30.00		Not Applicable
	$89.66	$134.49	$179.32	1/1/2026	12/31/2026	$30.90	3.00%	
	$92.35	$138.53	$184.70	1/1/2027	12/31/2027	$31.83	3.00%	
	$95.12	$142.68	$190.25	1/1/2028	12/31/2028	$32.78	3.00%	
	$97.98	$146.96	$195.95	1/1/2029	12/31/2029	$33.77	3.00%	
Technician - Regular Time	$100.92	$151.37	$201.83	1/1/2030	12/31/2030	$34.78	3.00%	

(Add pages as necessary)

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: RFQ #10914, On-Call Construction Management Contract No. 0 Participation Amount 0 Date 10/22/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Lennin Naranjo – Field Technician	$89.95	$134.93	$179.90	11/21/2025	12/31/2025	$31.00		Not Applicable
	$92.65	$138.98	$185.30	1/1/2026	12/31/2026	$31.93	3.00%	
	$95.43	$143.15	$190.86	1/1/2027	12/31/2027	$32.89	3.00%	
	$98.29	$147.44	$196.59	1/1/2028	12/31/2028	$33.87	3.00%	
	$101.24	$151.86	$202.48	1/1/2029	12/31/2029	$34.89	3.00%	
Technician - Regular Time	$104.28	$156.42	$208.56	1/1/2030	12/31/2030	$35.94	3.00%	
Chris Clary – Field Technician	$223.46	$335.19	$446.92	11/21/2025	12/31/2025	$77.01		Not Applicable
Supervisor**	$230.16	$345.24	$460.33	1/1/2026	12/31/2026	$79.32	3.00%	
	$237.07	$355.60	$474.14	1/1/2027	12/31/2027	$81.70	3.00%	
	$244.18	$366.27	$488.36	1/1/2028	12/31/2028	$84.15	3.00%	
	$251.51	$377.26	$503.01	1/1/2029	12/31/2029	$86.68	3.00%	
Technician - PW Group 3	$259.05	$388.58	$518.10	1/1/2030	12/31/2030	$89.28	3.00%	
Ryan Legions –	$217.39	$326.09	$434.79	11/21/2025	12/31/2025	$74.92		Not Applicable
Field Technician**	$223.92	$335.87	$447.83	1/1/2026	12/31/2026	$77.17	3.00%	
	$230.63	$345.95	$461.27	1/1/2027	12/31/2027	$79.48	3.00%	
	$237.55	$356.33	$475.11	1/1/2028	12/31/2028	$81.87	3.00%	
	$244.68	$367.02	$489.36	1/1/2029	12/31/2029	$84.32	3.00%	
Technician - PW Group 3	$252.02	$378.03	$504.04	1/1/2030	12/31/2030	$86.85	3.00%	
Edward Carrillo -	$225.00	$337.50	$449.99	11/21/2025	12/31/2025	$77.54		Not Applicable
Field Technician**	$231.75	$347.62	$463.49	1/1/2026	12/31/2026	$79.87	3.00%	
	$238.70	$358.05	$477.40	1/1/2027	12/31/2027	$82.26	3.00%	
	$245.86	$368.79	$491.72	1/1/2028	12/31/2028	$84.73	3.00%	
	$253.24	$379.85	$506.47	1/1/2029	12/31/2029	$87.27	3.00%	
Technician - PW Group 3	$260.83	$391.25	$521.67	1/1/2030	12/31/2030	$89.89	3.00%	
Zachary Detter –	$198.59	$297.89	$397.18	11/21/2025	12/31/2025	$68.44		Not Applicable
Field Technician**	$204.55	$306.82	$409.10	1/1/2026	12/31/2026	$70.49	3.00%	
	$210.69	$316.03	$421.37	1/1/2027	12/31/2027	$72.61	3.00%	
	$217.01	$325.51	$434.01	1/1/2028	12/31/2028	$74.79	3.00%	
	$223.52	$335.28	$447.03	1/1/2029	12/31/2029	$77.03	3.00%	
Technician - PW Group 3	$230.22	$345.33	$460.44	1/1/2030	12/31/2030	$79.34	3.00%	

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: RFQ #10914, On-Call Construction Management Contract No. 0 Participation Amount 0 Date 10/22/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Brian Apolinario –	$212.20	$318.30	$424.40	11/21/2025	12/31/2025	$73.13		Not Applicable
Field Technician**	$218.57	$327.85	$437.13	1/1/2026	12/31/2026	$75.32	3.00%	
	$225.12	$337.69	$450.25	1/1/2027	12/31/2027	$77.58	3.00%	
	$231.88	$347.82	$463.75	1/1/2028	12/31/2028	$79.91	3.00%	
	$238.83	$358.25	$477.67	1/1/2029	12/31/2029	$82.31	3.00%	
Technician - PW Group 3	$246.00	$369.00	$492.00	1/1/2030	12/31/2030	$84.78	3.00%	
Daniel Oliveira –	$209.39	$314.08	$418.77	11/21/2025	12/31/2025	$72.16		Not Applicable
Field Technician**	$215.67	$323.50	$431.34	1/1/2026	12/31/2026	$74.32	3.00%	
	$222.14	$333.21	$444.28	1/1/2027	12/31/2027	$76.55	3.00%	
	$228.80	$343.20	$457.60	1/1/2028	12/31/2028	$78.85	3.00%	
	$235.67	$353.50	$471.33	1/1/2029	12/31/2029	$81.22	3.00%	
Technician - PW Group 3	$242.74	$364.10	$485.47	1/1/2030	12/31/2030	$83.65	3.00%	
J. Pedraza –	$212.78	$319.17	$425.56	11/21/2025	12/31/2025	$73.33		Not Applicable
Field Technician**	$219.16	$328.75	$438.33	1/1/2026	12/31/2026	$75.53	3.00%	
	$225.74	$338.61	$451.48	1/1/2027	12/31/2027	$77.80	3.00%	
	$232.51	$348.77	$465.02	1/1/2028	12/31/2028	$80.13	3.00%	
	$239.49	$359.23	$478.97	1/1/2029	12/31/2029	$82.53	3.00%	
Technician - PW Group 3	$246.67	$370.01	$493.34	1/1/2030	12/31/2030	$85.01	3.00%	
Justin Hannah –	$237.71	$356.56	$475.41	11/21/2025	12/31/2025	$81.92		Not Applicable
Field Technician**	$244.84	$367.26	$489.68	1/1/2026	12/31/2026	$84.38	3.00%	
	$252.18	$378.27	$504.37	1/1/2027	12/31/2027	$86.91	3.00%	
	$259.75	$389.62	$519.50	1/1/2028	12/31/2028	$89.52	3.00%	
	$267.54	$401.31	$535.08	1/1/2029	12/31/2029	$92.20	3.00%	
Technician - PW Group 3	$275.57	$413.35	$551.13	1/1/2030	12/31/2030	$94.97	3.00%	
Josh Silva –	$220.21	$330.31	$440.42	11/21/2025	12/31/2025	$75.89		Not Applicable
Field Technician**	$226.82	$340.22	$453.63	1/1/2026	12/31/2026	$78.17	3.00%	
	$233.62	$350.43	$467.24	1/1/2027	12/31/2027	$80.51	3.00%	
	$240.63	$360.94	$481.26	1/1/2028	12/31/2028	$82.93	3.00%	
	$247.85	$371.77	$495.69	1/1/2029	12/31/2029	$85.41	3.00%	
Technician - PW Group 3	$255.28	$382.92	$510.57	1/1/2030	12/31/2030	$87.98	3.00%	

(Add pages as necessary)

NOTES:

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: RFQ #10914, On-Call Construction Management Contract No. 0 Participation Amount 0 Date 10/22/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Lennin Naranjo – Field Technician	$220.21	$330.31	$440.42	11/21/2025	12/31/2025	$75.89		Not Applicable
	$226.82	$340.22	$453.63	1/1/2026	12/31/2026	$78.17	3.00%	
	$233.62	$350.43	$467.24	1/1/2027	12/31/2027	$80.51	3.00%	
	$240.63	$360.94	$481.26	1/1/2028	12/31/2028	$82.93	3.00%	
	$247.85	$371.77	$495.69	1/1/2029	12/31/2029	$85.41	3.00%	
Technician - PW Group 3	$255.28	$382.92	$510.57	1/1/2030	12/31/2030	$87.98	3.00%	
Chris Clary – Field Technician	$206.14	$309.20	$412.27	11/21/2025	12/31/2025	$71.04		Not Applicable
Supervisor**	$212.32	$318.48	$424.64	1/1/2026	12/31/2026	$73.17	3.00%	
	$218.69	$328.03	$437.38	1/1/2027	12/31/2027	$75.37	3.00%	
	$225.25	$337.88	$450.50	1/1/2028	12/31/2028	$77.63	3.00%	
	$232.01	$348.01	$464.02	1/1/2029	12/31/2029	$79.96	3.00%	
Technician - PW Group 4	$238.97	$358.45	$477.94	1/1/2030	12/31/2030	$82.35	3.00%	
Ryan Legions –	$200.07	$300.11	$400.14	11/21/2025	12/31/2025	$68.95		Not Applicable
Field Technician**	$206.07	$309.11	$412.15	1/1/2026	12/31/2026	$71.02	3.00%	
	$212.26	$318.38	$424.51	1/1/2027	12/31/2027	$73.15	3.00%	
	$218.62	$327.94	$437.25	1/1/2028	12/31/2028	$75.34	3.00%	
	$225.18	$337.77	$450.36	1/1/2029	12/31/2029	$77.60	3.00%	
Technician - PW Group 4	$231.94	$347.91	$463.88	1/1/2030	12/31/2030	$79.93	3.00%	
Edward Carrillo -	$207.67	$311.51	$415.35	11/21/2025	12/31/2025	$71.57		Not Applicable
Field Technician**	$213.90	$320.86	$427.81	1/1/2026	12/31/2026	$73.72	3.00%	
	$220.32	$330.48	$440.64	1/1/2027	12/31/2027	$75.93	3.00%	
	$226.93	$340.40	$453.86	1/1/2028	12/31/2028	$78.21	3.00%	
	$233.74	$350.61	$467.48	1/1/2029	12/31/2029	$80.55	3.00%	
Technician - PW Group 4	$240.75	$361.13	$481.50	1/1/2030	12/31/2030	$82.97	3.00%	
Zachary Detter –	$181.27	$271.90	$362.54	11/21/2025	12/31/2025	$62.47		Not Applicable
Field Technician**	$186.71	$280.06	$373.41	1/1/2026	12/31/2026	$64.34	3.00%	
	$192.31	$288.46	$384.62	1/1/2027	12/31/2027	$66.27	3.00%	
	$198.08	$297.12	$396.15	1/1/2028	12/31/2028	$68.26	3.00%	
	$204.02	$306.03	$408.04	1/1/2029	12/31/2029	$70.31	3.00%	
Technician - PW Group 4	$210.14	$315.21	$420.28	1/1/2030	12/31/2030	$72.42	3.00%	

(Add pages as necessary)

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: RFQ #10914, On-Call Construction Management Contract No. 0 Participation Amount 0 Date 10/22/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Brian Apolinario –	$194.88	$292.32	$389.76	11/21/2025	12/31/2025	$67.16		Not Applicable
Field Technician**	$200.72	$301.09	$401.45	1/1/2026	12/31/2026	$69.17	3.00%	
	$206.75	$310.12	$413.49	1/1/2027	12/31/2027	$71.25	3.00%	
	$212.95	$319.42	$425.90	1/1/2028	12/31/2028	$73.39	3.00%	
	$219.34	$329.00	$438.67	1/1/2029	12/31/2029	$75.59	3.00%	
Technician - PW Group 4	$225.92	$338.87	$451.83	1/1/2030	12/31/2030	$77.86	3.00%	
Daniel Oliveira –	$192.06	$288.09	$384.13	11/21/2025	12/31/2025	$66.19		Not Applicable
Field Technician**	$197.82	$296.74	$395.65	1/1/2026	12/31/2026	$68.18	3.00%	
	$203.76	$305.64	$407.52	1/1/2027	12/31/2027	$70.22	3.00%	
	$209.87	$314.81	$419.74	1/1/2028	12/31/2028	$72.33	3.00%	
	$216.17	$324.25	$432.34	1/1/2029	12/31/2029	$74.50	3.00%	
Technician - PW Group 4	$222.65	$333.98	$445.31	1/1/2030	12/31/2030	$76.73	3.00%	
J. Pedraza –	$195.46	$293.19	$390.92	11/21/2025	12/31/2025	$67.36		Not Applicable
Field Technician**	$201.32	$301.98	$402.64	1/1/2026	12/31/2026	$69.38	3.00%	
	$207.36	$311.04	$414.72	1/1/2027	12/31/2027	$71.46	3.00%	
	$213.58	$320.37	$427.16	1/1/2028	12/31/2028	$73.61	3.00%	
	$219.99	$329.98	$439.98	1/1/2029	12/31/2029	$75.81	3.00%	
Technician - PW Group 4	$226.59	$339.88	$453.18	1/1/2030	12/31/2030	$78.09	3.00%	
Justin Hannah –	$220.38	$330.58	$440.77	11/21/2025	12/31/2025	$75.95		Not Applicable
Field Technician**	$226.99	$340.49	$453.99	1/1/2026	12/31/2026	$78.23	3.00%	
	$233.80	$350.71	$467.61	1/1/2027	12/31/2027	$80.58	3.00%	
	$240.82	$361.23	$481.64	1/1/2028	12/31/2028	$82.99	3.00%	
	$248.04	$372.07	$496.09	1/1/2029	12/31/2029	$85.48	3.00%	
Technician - PW Group 4	$255.48	$383.23	$510.97	1/1/2030	12/31/2030	$88.05	3.00%	
Josh Silva –	$203.15	$304.72	$406.29	11/21/2025	12/31/2025	$70.01		Not Applicable
Field Technician**	$209.24	$313.86	$418.48	1/1/2026	12/31/2026	$72.11	3.00%	
	$215.52	$323.28	$431.04	1/1/2027	12/31/2027	$74.27	3.00%	
	$221.98	$332.98	$443.97	1/1/2028	12/31/2028	$76.50	3.00%	
	$228.64	$342.97	$457.29	1/1/2029	12/31/2029	$78.80	3.00%	
Technician - PW Group 4	$235.50	$353.26	$471.01	1/1/2030	12/31/2030	$81.16	3.00%	

(Add pages as necessary)

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4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: RFQ #10914, On-Call Construction Management Contract No.: 0 Participation Amount: 0 Date: 10/22/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Lennin Naranjo – Field Technician	$202.89	$304.33	$405.77	11/21/2025	12/31/2025	$69.92		Not Applicable
	$208.97	$313.46	$417.95	1/1/2026	12/31/2026	$72.02	3.00%	
	$215.24	$322.86	$430.48	1/1/2027	12/31/2027	$74.18	3.00%	
	$221.70	$332.55	$443.40	1/1/2028	12/31/2028	$76.40	3.00%	
	$228.35	$342.53	$456.70	1/1/2029	12/31/2029	$78.70	3.00%	
Technician - PW Group 4	$235.20	$352.80	$470.40	1/1/2030	12/31/2030	$81.06	3.00%	
	$0.00	$0.00	$0.00	11/21/2025	12/31/2025			Not Applicable
	$0.00	$0.00	$0.00	1/1/2026	12/31/2026	$0.00	3.00%	
	$0.00	$0.00	$0.00	1/1/2027	12/31/2027	$0.00	3.00%	
	$0.00	$0.00	$0.00	1/1/2028	12/31/2028	$0.00	3.00%	
	$0.00	$0.00	$0.00	1/1/2030	12/31/2030	$0.00	3.00%	
	$0.00	$0.00	$0.00	11/21/2025	12/31/2025			Not Applicable
	$0.00	$0.00	$0.00	1/1/2026	12/31/2026	$0.00	3.00%	
	$0.00	$0.00	$0.00	1/1/2027	12/31/2027	$0.00	3.00%	
	$0.00	$0.00	$0.00	1/1/2028	12/31/2028	$0.00	3.00%	
	$0.00	$0.00	$0.00	1/1/2030	12/31/2030	$0.00	3.00%	
	$0.00	$0.00	$0.00	11/21/2025	12/31/2025			Not Applicable
	$0.00	$0.00	$0.00	1/1/2026	12/31/2026	$0.00	3.00%	
	$0.00	$0.00	$0.00	1/1/2027	12/31/2027	$0.00	3.00%	
	$0.00	$0.00	$0.00	1/1/2028	12/31/2028	$0.00	3.00%	
	$0.00	$0.00	$0.00	1/1/2030	12/31/2030	$0.00	3.00%	
	$0.00	$0.00	$0.00	11/21/2025	12/31/2025			Not Applicable
	$0.00	$0.00	$0.00	1/1/2026	12/31/2026	$0.00	3.00%	
	$0.00	$0.00	$0.00	1/1/2027	12/31/2027	$0.00	3.00%	
	$0.00	$0.00	$0.00	1/1/2028	12/31/2028	$0.00	3.00%	
	$0.00	$0.00	$0.00	1/1/2030	12/31/2030	$0.00	3.00%	

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: RFQ #10914, On-Call Construction Management Contract No.: 0 Date: 10/22/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Items	Quantity	Unit	Unit Cost	Total
Laboratory Test - Atterberg Limits (ASTM D4318)			$230.00	
Laboratory Test - Gradation of Soil (ASTM D422 / CT 202)			$150.00	
Laboratory Test - Material Finer Than #200 Sieve (ASTM D1140)			$115.00	
Laboratory Test - Gradation of Aggregate (ASTM C136 / CT 202 / AASHTO T27)			$180.00	
Laboratory Test - Moisture Determination (ASTM D-2216 / AASHTO T265 / CT 226)			$35.00	
Laboratory Test - R-Value of Native Soil (ASTM D-2844 / AASHTO T190 / CT 301)			$400.00	
Laboratory Test - Sand Equivalent (ASTM D-2419 / CT 217 / AASHTO T176)			$165.00	
Laboratory Test - Cleanness Value of Coarse Aggregate (CT 227)			$175.00	
Laboratory Test - Durability Index (CT 229)			$185.00	
Laboratory Test - Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C131 (Small Aggregate)			$375.00	
Laboratory Test - Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Aggregate)			$690.00	
Laboratory Test - Absorption, Coarse Aggregate, CT 206			$100.00	

Note: Add additional pages if necessary.

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary
11. Subconsultants must provide their own cost proposals.

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SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: RFQ #10914, On-Call Construction Management Contract No.: 0 Date: 10/22/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Items	Quantity	Unit	Unit Cost	Total
Laboratory Test - Absorption, Fine Aggregate, CT 207			$150.00	
Laboratory Test - Clay Lumps and Friable Particles in Aggregate, AASHTO T112			$145.00	
Laboratory Test - Soundness, CT 214			$425.00	
Laboratory Test - Percent Crushed Particles, CT 205			$145.00	
Laboratory Test - Flat and Elongated Particles, ASTM D-4791			$145.00	
Laboratory Test - Fine Aggregate Angularity, AASHTO T304, Method A			$285.00	
Laboratory Test - Unit Weight of Aggregate			$125.00	
Laboratory Test - CSS/FDR Mix Design (per sample)			$2,700.00	
Laboratory Test - Compaction Curve for Soil Using Modified Effort, 4” Mold, ASTM D1557/AASHTO T180			$300.00	
Laboratory Test - Compaction Curve for Soil Using Modified Effort, 6” Mold, ASTM D1557/AASHTO T180			$325.00	
Laboratory Test - Cal-Impact Test - Performed In Lab, CT 216			$325.00	
Laboratory Test - Cal-Impact Test - Performed In Field, CT 216			$350.00	

Note: Add additional pages if necessary.

NOTES:

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SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: RFQ #10914, On-Call Construction Management Contract No.: 0 Date: 10/22/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Items	Quantity	Unit	Unit Cost	Total
Laboratory Test - Compressive Strength of Concrete, ASTM C-39 (per cylinder)			$75.00	
Laboratory Test - Compressive Strength of Concrete, ASTM C-39, CT 521 (capped, per			$85.00	
Laboratory Test - Compressive Strength of Shotcrete, ASTM C-1140 (per core, sulfur capped)			$120.00	
Laboratory Test - Compressive Strength of Mortar, ASTM C-109 (per cube)			$65.00	
Laboratory Test - Compressive Strength of Grout, ASTM C-1019 (per specimen)			$70.00	
Laboratory Test - Compressive Strength of Slurry/CLSM, ASTM D-4832 (capped, per			$90.00	
Laboratory Test - Compressive Strength Testing of Cellular Concrete, ASTM C-495 (per			$115.00	
Laboratory Test - Compressive Strength of Lightweight Insulating Concrete, ASTM C-495			$50.00	
Laboratory Test - Compressive Strength Testing/4-inch prism, ASTM C-39			$75.00	
Laboratory Test - Flexural Strength of Concrete, CT 523			$175.00	
Laboratory Test - Soundness of Aggregate, ASTM C-88/CT 214			$195.00	
Laboratory Test - Measuring Thickness of Concrete Elements, ASTM C-174			$80.00	

Note: Add additional pages if necessary.

NOTES:

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SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: RFQ #10914, On-Call Construction Management Services Contract No.: 0 Date: 10/22/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Items	Quantity	Unit	Unit Cost	Total
Laboratory Test - Evaporable Moisture Content, ASTM C-566			$125.00	
Laboratory Test - Determining Density of Structural Lightweight Concrete, ASTM C-567			$100.00	
Laboratory Test - Specific Gravity & Absorption of Coarse Aggregate, ASTM C127/AASHTO T84			$200.00	
Laboratory Test - Specific Gravity & Absorption of Fine Aggregate, ASTM C128/AASHTO T85			$220.00	
Laboratory Test - Bulk Density of Concrete (Unit Weight), ASTM C-29			$150.00	
Laboratory Test - Organic Impurities in Fine Aggregate for Concrete, ASTM C-40			$100.00	
Laboratory Test - Concrete Shrinkage, ASTM C-157, Set of 3			$400.00	
Laboratory Test - Length Change of Concrete, CT 537 (set of 3)			$400.00	
Laboratory Test - Concrete Storage Processing and Disposal			$35.00	
Laboratory Test - Shotcrete Specimen Casting Boxes			$65.00	
Laboratory Test - Bulk Specific Gravity of Compacted HMA, ASTM D-1188/AASHTO T275			$85.00	
Laboratory Test - Moisture Content of HMA, AASHTO T329			$50.00	

Note: Add additional pages if necessary.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: RFQ #10914, On-Call Construction Management Services Contract No.: 0 Date: 10/22/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Items	Quantity	Unit	Unit Cost	Total
Laboratory Test - Theoretical Maximum Density, ASTM D-2041/CT 309/T209			$175.00	
Laboratory Test - Asphalt Binder Content, AASHTO T308			$285.00	
Laboratory Test - Asphalt Binder Content Correction Value, Per Mix Design, Average of 3			$825.00	
Laboratory Test - HMA Storage Processing and Disposal (per set, 1 year storage)			$40.00	
Laboratory Test - Percent Air Voids, T269			$40.00	

Note: Add additional pages if necessary.

NOTES:

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10. Add additional pages if necessary
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SAMPLE COST PROPOSAL 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name:	Matt Maciel, PE, GE	Title:*	President/Principal Geotechnical Engineer
Signature:		Certification Date (mm/dd/yyyy):	9/30/2025
Email:	matt@pacengineering.net	Phone:	831-722-9446
Address:	444 Airport Blvd. Suite 106, Watsonville, CA 95076		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical Engineering, Geology, Special Inspections, and Materials Testing

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SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Whitson and Associates, Inc. dba Whitson Engineers ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No.: County of Monterey On-Call 4362 Contract No. _____ Contract Amount _____ Date: 5/28/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 129.36%
OR					
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Richard Weber - Principal	$365.83	$548.74	$731.66	4/1/2024	3/31/2025	$145.00		Not Applicable
	$384.12	$576.18	$768.24	4/1/2025	3/31/2026	$152.25	5.00%	
	$403.33	$604.99	$806.65	4/1/2026	3/31/2027	$159.86	5.00%	
	$423.49	$635.24	$846.99	4/1/2027	3/31/2028	$167.86	5.00%	
	$444.67	$667.00	$889.34	4/1/2028	3/31/2029	$176.25	5.00%	
	$466.90	$700.35	$933.80	4/1/2029	12/31/2030	$185.06	5.00%	
Chuck Pugh - Land Survey Manager	$191.74	$287.62	$383.49	4/1/2024	3/31/2025	$76.00		Not Applicable
	$201.33	$302.00	$402.66	4/1/2025	3/31/2026	$79.80	5.00%	
	$211.40	$317.10	$422.80	4/1/2026	3/31/2027	$83.79	5.00%	
	$221.97	$332.95	$443.94	4/1/2027	3/31/2028	$87.98	5.00%	
	$233.07	$349.60	$466.13	4/1/2028	3/31/2029	$92.38	5.00%	
	$244.72	$367.08	$489.44	4/1/2029	12/31/2030	$97.00	5.00%	
Tom Hannah - Senior Land Surveyor	$179.13	$268.70	$358.26	4/1/2024	3/31/2025	$71.00		Not Applicable
	$188.09	$282.13	$376.17	4/1/2025	3/31/2026	$74.55	5.00%	

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	$197.49	$296.24	$394.98	4/1/2026	3/31/2027	$78.28	5.00%	
	$207.37	$311.05	$414.73	4/1/2027	3/31/2028	$82.19	5.00%	
	$217.73	$326.60	$435.47	4/1/2028	3/31/2029	$86.30	5.00%	
	$228.62	$342.93	$457.24	4/1/2029	12/31/2030	$90.62	5.00%	
Mike Hink - Land Surveyor	$181.65	$272.48	$363.31	4/1/2024	3/31/2025	$72.00		Not Applicable
	$190.74	$286.10	$381.47	4/1/2025	3/31/2026	$75.60	5.00%	
	$200.27	$300.41	$400.55	4/1/2026	3/31/2027	$79.38	5.00%	
	$210.29	$315.43	$420.57	4/1/2027	3/31/2028	$83.35	5.00%	
	$220.80	$331.20	$441.60	4/1/2028	3/31/2029	$87.52	5.00%	
	$231.84	$347.76	$463.68	4/1/2029	12/31/2030	$91.89	5.00%	
Tim Martin - Land Surveyor	$169.04	$253.56	$338.08	4/1/2024	3/31/2025	$67.00		Not Applicable
	$177.49	$266.24	$354.98	4/1/2025	3/31/2026	$70.35	5.00%	
	$186.36	$279.55	$372.73	4/1/2026	3/31/2027	$73.87	5.00%	
	$195.68	$293.52	$391.37	4/1/2027	3/31/2028	$77.56	5.00%	
	$205.47	$308.20	$410.93	4/1/2028	3/31/2029	$81.44	5.00%	
	$215.74	$323.61	$431.48	4/1/2029	12/31/2030	$85.51	5.00%	
Ed Pietsch - Associate Surveyor	$126.15	$189.22	$252.30	4/1/2024	3/31/2025	$50.00		Not Applicable
	$132.46	$198.68	$264.91	4/1/2025	3/31/2026	$52.50	5.00%	
	$139.08	$208.62	$278.16	4/1/2026	3/31/2027	$55.13	5.00%	
	$146.03	$219.05	$292.06	4/1/2027	3/31/2028	$57.88	5.00%	
	$153.33	$230.00	$306.67	4/1/2028	3/31/2029	$60.78	5.00%	
	$161.00	$241.50	$322.00	4/1/2029	12/31/2030	$63.81	5.00%	
Jeff Sjoblom - Associate Surveyor	$146.33	$219.50	$292.66	4/1/2024	3/31/2025	$58.00		Not Applicable
	$153.65	$230.47	$307.30	4/1/2025	3/31/2026	$60.90	5.00%	
	$161.33	$242.00	$322.66	4/1/2026	3/31/2027	$63.95	5.00%	
	$169.40	$254.10	$338.79	4/1/2027	3/31/2028	$67.14	5.00%	
	$177.87	$266.80	$355.73	4/1/2028	3/31/2029	$70.50	5.00%	
	$186.76	$280.14	$373.52	4/1/2029	12/31/2030	$74.02	5.00%	
Austin Snyder - Associate Surveyor	$121.10	$181.65	$242.20	4/1/2024	3/31/2025	$48.00		Not Applicable
	$127.16	$190.74	$254.31	4/1/2025	3/31/2026	$50.40	5.00%	
	$133.52	$200.27	$267.03	4/1/2026	3/31/2027	$52.92	5.00%	
	$140.19	$210.29	$280.38	4/1/2027	3/31/2028	$55.57	5.00%	
	$147.20	$220.80	$294.40	4/1/2028	3/31/2029	$58.34	5.00%	
	$154.56	$231.84	$309.12	4/1/2029	12/31/2030	$61.26	5.00%	
Cody Jones - Assistant Surveyor	$113.53	$170.30	$227.07	4/1/2024	3/31/2025	$45.00		Not Applicable
	$119.21	$178.81	$238.42	4/1/2025	3/31/2026	$47.25	5.00%	
	$125.17	$187.76	$250.34	4/1/2026	3/31/2027	$49.61	5.00%	
	$131.43	$197.14	$262.86	4/1/2027	3/31/2028	$52.09	5.00%	

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	$138.00	$207.00	$276.00	4/1/2028	3/31/2029	$54.70	5.00%	
	$144.90	$217.35	$289.80	4/1/2029	12/31/2030	$57.43	5.00%	
Scott McCoy - Surveying Technician	$100.92	$151.38	$201.84	4/1/2024	3/31/2025	$40.00		Not Applicable
	$105.96	$158.95	$211.93	4/1/2025	3/31/2026	$42.00	5.00%	
	$111.26	$166.89	$222.53	4/1/2026	3/31/2027	$44.10	5.00%	
	$116.83	$175.24	$233.65	4/1/2027	3/31/2028	$46.31	5.00%	
	$122.67	$184.00	$245.33	4/1/2028	3/31/2029	$48.62	5.00%	
	$128.80	$193.20	$257.60	4/1/2029	12/31/2030	$51.05	5.00%	
Field Survey Crew 1 Person DIR Chief of Party	$243.67	$365.50	$487.33	4/1/2024	3/31/2025	$96.58		Not Applicable
	$255.85	$383.78	$511.70	4/1/2025	3/31/2026	$101.41	5.00%	
	$268.64	$402.97	$537.29	4/1/2026	3/31/2027	$106.48	5.00%	
	$282.08	$423.11	$564.15	4/1/2027	3/31/2028	$111.80	5.00%	
	$296.18	$444.27	$592.36	4/1/2028	3/31/2029	$117.39	5.00%	
	$310.99	$466.48	$621.98	4/1/2029	12/31/2030	$123.26	5.00%	
Field Survey Crew 2 Person DIR Chief + Rodman	$463.44	$695.16	$926.89	4/1/2024	3/31/2025	$183.69		Not Applicable
	$486.61	$729.92	$973.23	4/1/2025	3/31/2026	$192.87	5.00%	
	$510.95	$766.42	$1,021.89	4/1/2026	3/31/2027	$202.52	5.00%	
	$536.49	$804.74	$1,072.99	4/1/2027	3/31/2028	$212.64	5.00%	
	$563.32	$844.98	$1,126.63	4/1/2028	3/31/2029	$223.28	5.00%	
	$591.48	$887.22	$1,182.97	4/1/2029	12/31/2030	$234.44	5.00%	
Adam Tucker - Administrative Support	$133.72	$200.58	$267.43	4/1/2024	3/31/2025	$53.00		Not Applicable
	$140.40	$210.60	$280.81	4/1/2025	3/31/2026	$55.65	5.00%	
	$147.42	$221.13	$294.85	4/1/2026	3/31/2027	$58.43	5.00%	
	$154.79	$232.19	$309.59	4/1/2027	3/31/2028	$61.35	5.00%	
	$162.53	$243.80	$325.07	4/1/2028	3/31/2029	$64.42	5.00%	
	$170.66	$255.99	$341.32	4/1/2029	12/31/2030	$67.64	5.00%	

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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SAMPLE COST PROPOSAL 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name:	Kimberley Woltman	Title:*	CFO
Signature:	Digitally signed by Kimberley Woltman DN: cn=Kimberley Woltman, o=Whitson Engineers, ou, email=kwoltman@whitsonengineers.com, c=US Date: 2025.05.28 13:29:05 -07'00'	Certification Date (mm/dd/yyyy):	05/28/25
Email:	kwoltman@whitsonengineers.com	Phone:	831-649-5225
Address:	6 Harris Court, Monterey, CA 93940		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

On-call land surveying services

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In compliance with RFQ #10914, the CONTRACTOR (also referred to as "Consultant") will be required to comply with Federal Provisions if the project uses Federal Highway Administration (FHWA) funds. Federal Provisions, Exhibit B, attached hereto, shall be completed by CONTRACTOR (Consultant) and submitted to COUNTY (also referred to as "Local Agency") for approval prior to COUNTY (Local Agency) issuing a Notice to Proceed for the project to CONTRACTOR (Consultant).

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Article I - Introduction

A. This AGREEMENT is between the following named, hereinafter referred to as, CONTRACTOR and the following named, hereinafter referred to as, COUNTY:

The name of the "CONTRACTOR" is as follows:

_____
_____
_____

Incorporated in the State of California

The Project Manager for the "CONTRACTOR" will be:

_____

The name of the COUNTY is as follows:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527

The Project Manager for the COUNTY will be:

_____
_____
_____

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONTRACTOR's Cost Proposal dated (month, date, year). The approved CONTRACTOR's Cost Proposal is attached hereto as (Exhibit _____) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONTRACTOR agrees to the fullest extent permitted by law, to indemnify, protect, defend, and holdharmless COUNTY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONTRACTOR, except such loss or damage which was caused by the sole negligence, or willful misconduct of COUNTY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONTRACTOR in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor, and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY.

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E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONTRACTOR's assigned personnel. CONTRACTOR, in the performance of its obligation hereunder, is only subject to the control or direction of the COUNTY as to the designation of tasks to be performed and theresults to be accomplished.

F. Any third-party person(s) employed by CONTRACTOR shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONTRACTOR 's obligations under this AGREEMENT are not assignable or transferable, and CONTRACTOR shall not subcontract any work, without the prior written approval of the COUNTY. However, claims for money due or which become due to CONTRACTOR from COUNTY under this AGREEMENT may be assigned to a financial institutionor to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COUNTY.

H. CONTRACTOR shall be as fully responsible to the COUNTY for the negligent acts and omissions of its contractors and subconsultants or subcontractors, and of persons either directly orindirectly employed by them, in the same manner as persons directly employed by CONTRACTOR.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONTRACTOR as provided herein, shall be in compensation for all of CONTRACTOR’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Article II Contractor’s Reports or Meetings

(Choose either Option 1 or Option 2)

☐ (Option 1 – Use Paragraphs A & B below for standard AGREEMENT)

A. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the COUNTY’s Contract Administrator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONTRACTOR’s Project Manager shall meet with COUNTY’s Contract Administrator, as needed, to discuss progress on the AGREEMENT.

☐ (Option 2 – Use Paragraphs A & B below for ON-CALL AGREEMENTS)

A. CONTRACTOR shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently

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detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

Article III Statement of Work

(Insert Appropriate Statement of Work including a Description of the Deliverables) *in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT.")*

A. CONTRACTOR Services ☐ Not Applicable to this Agreement

Detail based on the services to be furnished should be provided by CONTRACTOR. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONTRACTOR AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONTRACTOR/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact (FONSI), or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).

B. Right of Way ☐ Not Applicable to this Agreement

State whether Right of Way requirements to be determined and shown by CONTRACTOR, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.

C. Surveys ☐ Not Applicable to this Agreement

State whether or not the CONTRACTOR has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations ☐ Not Applicable to this Agreement

State specifically whether or not CONTRACTOR has the responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONTRACTOR, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

E. COUNTY (LOCAL AGENCY) Obligations ☐ Not Applicable to this Agreement

All data applicable to the project and in possession of COUNTY (local agency), another agency, or government agency that are to be made available to CONTRACTOR are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONTRACTOR are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work ☐ Not Applicable to this Agreement

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the

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work by representatives of the COUNTY, State, and/or FHWA. Costs incurred by CONTRACTOR for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings ☐ Not Applicable to this Agreement
For AGREEMENTS requiring the preparation of construction drawings and make provision for checking shop drawings. Payment for checking shop drawings by CONTRACTOR is included in the AGREEMENT fee, or provision may be made for separate payment.

H. CONTRACTOR Services During Construction ☐ Not Applicable to this Agreement
The extent, if any of CONTRACTOR's services during the course of construction as material testing, construction surveys, etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules ☐ Not Applicable to this Agreement
AGREEMENTS where appropriate, shall provide that CONTRACTOR document the results of the work to the satisfaction of COUNTY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies ☐ Not Applicable to this Agreement
The number of copies or documents to be furnished such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps *shall be specified.* Provision may be made for payment for additional copies.

Article IV Performance Period

A time must be set for beginning and ending the work under the AGREEMENT. The time allowedfor performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONTRACTOR, they should be identified and incorporated into the AGREEMENT.

A. This AGREEMENT shall go into effect on (month, date, year), contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY Contract Administrator. The AGREEMENT shall end on (month, date, year)**,** unless extended by AGREEMENT amendment.

B. CONTRACTOR is advised that any recommendation for AGREEMENT award is not binding on COUNTY until the AGREEMENT is fully executed and approved by COUNTY.

Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTS. On-call AGREEMENTS shall be five (5) years maximum.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the AGREEMENT to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

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Article V Allowable Costs and Payments

(Choose either Option 1, 2, 3, or 4)

☐ *(Option 1 - Use paragraphs A through K below for Cost-Plus-Fixed Fee AGREEMENTS. Use Exhibit10-H1: Cost Proposal Format)*

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONTRACTOR's Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by COUNTY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONTRACTOR's agreement to the extension of the one (1)-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of $_____. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONTRACTOR will be reimbursed, promptly according to California Regulations upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable.

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Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

I. The total amount payable by COUNTY including the fixed fee shall not exceed $_____.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

☐ *(Option 2 - For Cost per Unit of Work AGREEMENTS, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for workspecific to your project. Use Exhibit 10-H3: Cost Proposal Format*).

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed, therefore.

B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be $_____ per approved Cost Proposal. This rate shall be for a fully equipped vehicle(s) specified in Article III Statement of Work, as applicable the specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event, COUNTY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by COUNTY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

☐ ***(Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements [such as on-call Agreements].*** **This payment method shall only be used when it is not possible at the time of**

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procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTS or components of AGREEMENTS for specialized or support type services where the CONTRACTOR is not in direct control of the number of hours worked, such as construction engineering and inspection. ***Use Exhibit 10-H2: Cost Proposal Format).***

A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONTRACTOR will be reimbursed within thirty (30) calendar days upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate.

B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved cost proposal and in the executed Task Order.

C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONTRACTOR's approved Cost Proposal.

CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. (*COUNTY to include either (a) or (b) below; delete the other one (1))*

(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.

(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONTRACTOR will be responsible for transportation and subsistence costs in excess of State rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services

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provided and actual costs incurred.

I. CONTRACTOR shall not commence performance of work or services until this AGREEMENT has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.

K. CONTRACTOR will be reimbursed, within thirty (30) days upon receipt by COUNTY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due to COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONTRACTOR prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

N. If CONTRACTOR fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend the language (or terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by COUNTY for all Task Orders resulting from this AGREEMENT shall not exceed **$** It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

☐ *(Option 4 - Use paragraphs A through E below for lump sum AGREEMENTS. Use Exhibit 10-H1: Cost Proposal Format).*

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will

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be paid to CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONTRACTOR shall not commence performance of work or services until this AGREEMENT has been approved by COUNTY and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONTRACTOR will be reimbursed within thirty (30) days upon receipt by County's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONTRACTOR's work unless a later date id approved by County. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

E. The total amount payable by COUNTY shall not exceed $_____.

Article VI Termination

A. This AGREEMENT may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date, whether completed or not.

B. COUNTY may temporarily suspend this AGREEMENT, at no additional cost to COUNTY, provided that CONTRACTOR is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COUNTY gives such notice of temporary suspension, CONRACTOR shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this AGREEMENT by CONTRACTOR, and COUNTY may withhold any payments due to CONTRACTOR until such time

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as exact amount of damages, if any, due COUNTY from CONTRACTOR isdetermined.

D. In the event of termination, CONTRACTOR shall be compensated as provided for in this AGREEMENT. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date, whether completed or not.

Article VII Cost Principles and Administrative Requirements

A. CONTRACTOR agrees that 48 CFR Part 31, Contract Cost Principles and Procedures shall be used to determine the allowability of individual terms of cost.

B. CONTRACTOR also agrees to comply with Federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by CONTRACTOR to COUNTY.

D. When a CONTRACTOR or subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

Article VIII Retention of Records/Audit

For the purpose of determining compliance with Government Code §8546.7, the CONTRACTOR, subcontractors, and COUNTY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT, including but not limited to, the costs of administering the AGREEMENT. All parties, including the CONTRACTOR's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. COUNTY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of CONTRACTOR, subcontractor and the CONTRACTOR's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

Article IX Audit Review Procedures

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by COUNTY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONTRACTOR and subcontractor AGREEMENTS, including cost proposals and Indirect Cost Rates

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(ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is CONTRACTOR's responsibility to ensure federal, state, COUNTY or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Government Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

   Accepted rates will be as follows:
   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.

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3. If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA-audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COUNTY; and (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

Article X Subcontracting

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the COUNTY and any subcontractor(s), and no sub agreement shall relieve the CONTRACTOR of its responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the COUNTY for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from the COUNTY's obligation to make payments to the CONTRACTOR.

B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the CONTRACTOR's approved Cost Proposal.

C. Any sub agreement entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to subcontractors unless otherwise noted.

D. CONTRACTOR shall pay its subcontractors within fifteen (15) calendar days from receipt of each payment made to the CONTRACTOR by the COUNTY.

E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator in advance of assigning work to a substitute subcontractor(s).

F. Prompt Progress Payment
CONTRACTOR or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR or subcontractor to a subcontractor, CONTRACTOR or subcontractor may withhold no more than one hundred fifty percent (150%) of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of two percent (2%) percent of the amount due per month for every month that payment is not made.

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In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

G. Prompt Payment of Withheld Funds to subcontractors

The COUNTY may hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to CONTRACTOR based on these acceptances. The COUNTY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONTRACTOR or subcontractor to a subcontractor. (Choose either Method 1, Method 2, or Method 3 below and delete the other two (2).)

☐ **Method 1**: No retainage will be held by the COUNTY from progress payments due to CONTRACTOR. CONTRACTORS and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☐ **Method 2**: No retainage will be held by the COUNTY from progress payments due to CONTRACTOR. Any retainage kept by CONTRACTOR or by a subcontractor must be paid in full to the earning subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☐ **Method 3**: The COUNTY shall hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY of the contract work and pay retainage to CONTRACTOR based on these acceptances. CONTRACTOR or subcontractor shall return all monies withheld in retention from all subcontractors within fifteen (15) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the COUNTY. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR; deficient subcontractor performance

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and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor.

Article XI Equipment Purchase and Other Capital Expenditures

A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONTRACTOR's approved Cost Proposal and exceeding five thousand dollars ($5,000) with prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

Article XII State Prevailing Wage Rates

A. No CONTRACTOR or subcontractor may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONTRACTOR shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations

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applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONTRACTOR and subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:

    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.

    c. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on

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the business day following receipt of the request.

3. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or subcontractor performing the work shall not be marked or obliterated.

5. The CONTRACTOR shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONTRACTOR or subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

E. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

F. Penalty

1. The CONTRACTOR and any of its subcontractor shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the COUNTY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the contract by the CONTRACTOR or by its subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any

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escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor.

4. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONTRACTOR and the subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.

    c. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

    d. Prior to making final payment to the subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the subcontractor had paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, COUNTY shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a subcontractor has failed to pay workers the general prevailing rate of per diem wages.

6. If COUNTY determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONTRACTOR shall forfeit, as a penalty to the COUNTY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONTRACTOR or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day

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and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subcontract exceeds thirty thousand dollars ($30,000), the CONTRACTOR and any subcontractors under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONTRACTORs and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONTRACTOR and subcontractors are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

Article XIII Conflict of Interest

A. During the term of this AGREEMENT, the CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this AGREEMENT, or any ensuing COUNTY construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any ensuing COUNTY construction project, which will follow.

B. CONTRACTOR certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONTRACTOR agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT.

CONTRACTOR further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.

C. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. CONTRACTOR hereby certifies that the CONTRACTOR or subcontractor, and any firm affiliated with CONTRACTOR or subcontractor that bids on any construction contract, or on any AGREEMENT to provide construction inspection for any construction project resulting from this AGREEMENT. An affiliated firm is one, which is subject to the control of the same persons through joint ownership, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

Article XIV Rebates, Kickbacks or Other Unlawful Consideration

The CONTRACTOR warrants that this AGREEMENT was not obtained or secured through rebates

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kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right, in its discretion, to terminate this AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Article XV Prohibition of Expending County, State, or Federal Funds for Lobbying

(Include this article in all AGREEMENTS where federal funding will exceed $150,000. If less than $150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number subsequent articles.)

A. CONTRACTOR certifies to the best of his or her knowledge and belief that:

1. No State, Federal, or County appropriated funds have been paid or will be paid, by-or-on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any local, State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT .

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

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000), for each such failure.

C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier sub agreements, which exceed one hundred thousand dollars ($100,000) and that all such subrecipients shall certify and disclose accordingly.

Article XVI Non-Discrimination Clause and Statement of Compliance

A. The CONTRACTOR's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code § 12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, Contractor and its subcontractors shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or

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military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.

E. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONTRACTOR, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONTRACTOR shall comply with regulations relative to non-discrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subcontractors.

I. CONTRACTOR, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONTRACTOR, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

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Article XVII Debarment and Suspension Certification

A. The CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System (https://sam.gov/content/home) maintained by the United States General Services Administration are to be determined by FHWA.

Article XVIII Disadvantaged Business Enterprises (DBE) Participation

A. CONTRACTOR, subrecipient (COUNTY), or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The COUNTY shows a contract goal for DBEs. CONTRACTOR shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

CONTRACTOR shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONTRACTOR's responsibility to verify at the date of proposal opening that the DBE firm is certified as DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the Agreement. Additionally, the CONTRACTOR is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONTRACTOR purchases from DBEs counts towards the goal in the following manner:

- One hundred percent (100 %) counts if the materials or supplies are obtained from a DBE manufacturer.

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- Sixty percent (60%) counts if the materials or supplies are purchased from a DBE regular dealer.

- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. CONTRACTORS who enter into a federally-funded agreement will assist the COUNTY in a good faith effort to achieve California’s statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE contractor or subcontractors shall be in accordance with information contained in Exhibit 10-02: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

C. CONTRACTOR can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONTRACTOR must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONTRACTOR has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance Under 49 CFR 26.13(b)
CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONTRACTOR shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the CONTRACTOR from future proposing as non-responsible

E. Termination and Replacement of DBE Subcontractors
CONTRACTOR shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONTRACTOR or DBE Subcontractor obtains the COUNTY’s written consent. CONTRACTOR shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY’s consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

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Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the COUNTY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.

3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.

7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.

8. Listed DBE voluntarily withdraws with written notice from the AGREEMENT.

9. Listed DBE is ineligible to receive credit for the type of work required.

10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the AGREEMENT.

11. The COUNTY determines other documented good cause.

CONTRACTOR must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONTRACTOR's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the COUNTY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONTRACTOR and the COUNTY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, CONTRACTOR may move forward with the request as if the DBE had agreed to CONTRACTOR's written notice.

3. Submit CONTRACTOR's DBE termination request by written letter to the COUNTY and include:
   - One or more above listed justifiable reasons along with supporting documentation.
   - CONTRACTOR's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONTRACTOR's written notice.

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- The DBE's response to CONTRACTOR's written notice, if received. If a written response was not provided, provide a statement to that effect.

The COUNTY shall respond in writing to CONTRACTOR's DBE termination request within five (5) business days.

Replacement of DBE Subcontractors

After receiving the COUNTY'S written authorization of DBE termination request, CONTRACTOR must obtain the COUNTY'S written agreement for DBE replacement. CONTRACTOR must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the COUNTY which must include:
   a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
   b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
      - Description of scope of work and cost proposal
      - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
      - Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONTRACTOR has not identified a DBE replacement firm, submits documentation of CONTRACTOR's GFEs to use DBE replacement firms within seven (7) days of COUNTY's authorization to terminate the DBE. CONTRACTOR may request the COUNTY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
   - Search results of certified DBEs available to perform the original DBE work identified and or other work CONTRACTOR had intended to self-perform, to the extent needed to meet DBE commitment
   - Solicitations of DBEs for performance of work identified
   - Correspondence with interested DBEs that may have included contract details and requirements
   - Negotiation efforts with DBEs that reflect why an agreement was not reached
   - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
   - Copies of each DBE's and non-DBE's price quotes for work identified, as the COUNTY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
   - Additional documentation that supports CONTRACTOR's GFE

The COUNTY shall respond in writing to CONTRACTOR's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The COUNTY shall request CONTRACTOR to:

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1. Notify the COUNTY's Contract Administrator or designated representative of any changes to its anticipated DBE participation

2. Provide this notification before starting the affected work

3. Maintain records including:
   - Name and business address of each First-Tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONTRACTOR is a DBE CONTRACTOR, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONTRACTOR in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONTRACTOR in writing of the certification date. CONTRACTOR shall submit the notifications to the COUNTY. On work completion, CONTRACTOR shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the COUNTY within thirty (30) days of contract acceptance.

Upon work completion, CONTRACTOR shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within ninety (90) days of AGREEMENT acceptance. The COUNTY will withhold ten thousand dollars ($10,000) until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

In the COUNTY's reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

G. COMMERCIALLY USEFUL FUNCTION

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable), and paying for the material itself.

CONTRACTOR must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONTRACTOR must provide written notification to the COUNTY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the AGREEMENT. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

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Within 10 days of a DBE initially performing work or supplying materials on the AGREEMENT, CONTRACTOR shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONTRACTOR must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the AGREEMENT t using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONTRACTOR must submit to the COUNTY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONTRACTOR must notify the COUNTY immediately if they believe the DBE may not be performing a CUF.

The COUNTY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional COUNTY evaluations. The COUNTY must evaluate DBEs and their CUF performance throughout the duration of the AGREEMENT. The COUNTY will provide written notice to the CONTRACTOR and the DBE at least two (2) business days prior to any evaluation. The CONTRACTOR and the DBE must participate in the evaluation. Upon completing the evaluation, the COUNTY must share the evaluation results with the CONTRACTOR and the DBE. An evaluation could include items that must be remedied upon receipt. If the COUNTY determines the DBE is not performing a CUF, the CONTRACTOR must suspend performance of the noncompliant work.

CONTRACTOR and DBEs must submit any additional CUF related records and documents within five (5) business days of COUNTY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONTRACTOR and/or the COUNTY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONTRACTOR must immediately suspend performance of the noncompliant portion of the work. COUNTY may deny payment for the noncompliant portion of the work. COUNTY will ask the CONTRACTOR to submit a Corrective Action Plan (CAP) to the COUNTY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONTRACTOR will correct the noncompliance findings for the remaining portion of the DBE's work. COUNTY has five (5) days to review the CAP in conjunction with the CONTRACTOR's review. The CONTRACTOR must implement the CAP within five (5) days

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of the COUNTY's approval. The COUNTY will then authorize the prior noncompliant portion of work for the DBE's committed work.
If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the AGREEMENT, CONTRACTOR may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subcontractor is decertified during the life of the AGREEMENT, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the AGREEMENT, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime CONTRACTOR must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONTRACTOR must now submit Exhibit 9-P to the COUNTY administering the contract. If the CONTRACTOR does not make any payments to subcontractors, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

Article XIX Insurance

(Choose either Option 1 or Option 2)

☐ (Option 1 – For AGREEMENT with a scope of services that may require the CONTRACTOR or subcontractor to work within the operating state or County Highway Right of Way; where there would be exposure to public traffic or construction operations.)

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A. Prior to commencement of the work described herein, CONTRACTOR shall furnish COUNTY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONTRACTOR with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to COUNTY.
2. That COUNTY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That COUNTY will not be responsible for any premiums or assessments on the policy.

C. CONTRACTOR agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONTRACTOR agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

☐ (Option 2 – For AGREEMENTS with a scope of services that will not require the Contractor or subcontractor to work within the operating State or County Highway Right of Way where there would be exposure to public traffic or construction Contractor operations.)
CONTRACTOR is not required to show evidence of general comprehensive liability insurance.

Article XX Funding Requirements

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENTs were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. COUNTY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

Article XXI Change in Terms

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONTRACTOR shall only commence work covered by an amendment after the amendment is

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executed and notification to proceed has been provided by COUNTY's Contract Administrator.

C. There shall be no change in CONTRACTOR's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by COUNTY's Contract Administrator.

Article XXI Contingent Fee

CONTRACTOR warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Article XXII Disputes

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

(Choose either Option 1 or Option 2)

☐ (Option 1- Use paragraphs A through C below for all AGREEMENTs without PS&E submittal)

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and _____, who may consider written or verbal information submitted by CONTRACTOR.

B. Not later than thirty (30) calendar days after completion of all work under the contract, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONTRACTOR from full and timely performance in accordance with the terms of this AGREEMENT.

☐ (Option 2 – Replace Paragraph B, above, with the following for AGREEMENTS requiring the submission of PS&E)

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Article XXIV Inspection of Work

CONTRACTOR and any subcontractor shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

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Article XXV Safety

A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

(Add the following paragraph to all AGREEMENTS which may require trenching of five (5) feet or deeper)

D. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

Article XXVI Ownership of Data

A. It is mutually agreed that all materials prepared by CONTRACTOR under this AGREEMENT shall become the property of COUNTY, and CONTRACTOR shall have no property right therein whatsoever. Immediately upon termination, COUNTY shall be entitled to, and CONTRACTOR shall deliver to COUNTY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONTRACTOR in performing this AGREEMENT which is not CONTRACTOR's privileged information, as defined by law, or CONTRACTOR's personnel information, along with all other property belonging exclusively to COUNTY which is in CONTRACTOR's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by COUNTY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONTRACTOR hereunder to be work made for hire. CONTRACTOR acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.

C. Nothing herein shall constitute or be construed to be any representation by CONTRACTOR that the work product is suitable in any way for any other project except the one detailed in this AGREEMENT. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 -Patent Rights under Government Contracts for

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federal-aid contracts).

E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

Article XXVII Claims Filed by County's Construction Contractor

A. If claims are filed by COUNTY's construction contractor relating to work performed by CONTRACTOR's personnel, and additional information or assistance from CONTRACTOR's personnel is required in order to evaluate or defend against such claims; CONTRACTOR agrees to make its personnel available for consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONTRACTOR's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONTRACTOR's personnel services under this AGREEMENT.

C. Services of CONTRACTOR's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

Article XXVIII Confidentiality of Data

A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONTRACTOR in order to carry out this AGREEMENT, shall be protected by CONTRACTOR from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the AGREEMENT, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.

C. CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from a Legislative committee.

D. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.

E. Any sub agreement entered into as a result of this AGREEMENT shall contain all of the provisions of this Article.

(For PS&E contracts, add paragraph F below, to paragraphs A through E above)

F. All information related to the construction estimate is confidential and shall not be disclosed by CONTRACTOR to any entity other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONTRACTOR pursuant to performance of this AGREEMENT are

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confidential and CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONTRACTOR or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this AGREEMENT, COUNTY has the right to reimbursement and indemnity from CONTRACTOR for any damages caused by CONTRACTOR releasing the information, including, but not limited to, COUNTY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

Article XXIX National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two (2)-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

Article XXX Evaluation of Contractor

CONTRACTOR's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONTRACTOR for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

Article XXXI Prompt Payment

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONTRACTOR

The COUNTY shall make all project progress payments within 30 days after receipt of an undisputed and properly submitted payment request from CONTRACTOR. If COUNTY fails to pay promptly, the COUNTY shall pay interest to the CONTRACTOR, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the COUNTY shall act in accordance with both of the following:

(1) The COUNTY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The COUNTY must return any payment request deemed improper by the COUNTY to the CONTRACTOR as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONTRACTOR must now submit Exhibit 9-P to the COUNTY administering the AGREEMENT by the 15th of the month following the month of any payment(s). If the CONTRACTOR does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The COUNTY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The COUNTY must email a copy of Exhibit 9-P to dbe.forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONTRACTOR.

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ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A-E of the TITLE VI ASSURANCES

[The United States (US) Department of Transportation (DOT) Order No. 1050.2A requires all federal-aid DOT contracts between an agency and a CONTRACTOR to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the CONTRACTOR must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the AGREEMENT.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the US effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]

APPENDIX A

During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the US DOT as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the US DOT in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, US DOT, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the US DOT pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the US DOT in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

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TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US DOT, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the US DOT, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the US DOT and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a US DOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

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C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THEACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this AGREEMENT, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

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- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex.
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27.
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age).
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONTRACTOR:_____
_____, Project Manager
_____

COUNTY: _____
_____, Contract Administrator
_____

ARTICLE XXXIII AGREEMENT

The two (2) parties to this AGREEMENT, who are the before named CONTRACTOR and the COUNTY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two (2) parties. Both of these parties for and in consideration of the

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payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

COUNTY	CONTRACTOR
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
_____	_____
Date	Date

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CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL FORMS

The following forms can be viewed and downloaded in fillable format at: https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms.

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EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*			$	$
(Sr. Civil Engineer)			$	$
(Envir. Scientist)			$	$
(Inspector)**			$	$

LABOR COSTS

a) Subtotal Direct Labor Costs $ _____

b) Anticipated Salary Increases (see page 2 for calculation) $ _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **$** _____

INDIRECT COSTS

d) Fringe Benefits (Rate: _____%) e) Total Fringe Benefits [(c) x (d)] $ _____

f) Overhead (Rate: _____%) g) Overhead [(c) x (f)] $ _____

h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] $ _____

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] **$** _____

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee _____%] **$** _____

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			$	$
Equipment Rental and Supplies			$	$
Permit Fees			$	$
Plan Sheets			$	$
Test			$	$

l) **TOTAL OTHER DIRECT COSTS** $ _____

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: $ _____

Subconsultant 2: $ _____

Subconsultant 3: $ _____

Subconsultant 4: $ _____

m) **TOTAL SUBCONSULTANTS' COSTS** $ _____

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] $ _____

TOTAL COST [(c) + (j) + (k) + (n)] $ _____

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$250,000.00	5000	=	$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$50.00	+	2%	=	$51.00	Year 2 Avg Hourly Rate
Year 2	$51.00	+	2%	=	$52.02	Year 3 Avg Hourly Rate
Year 3	$52.02	+	2%	=	$53.06	Year 4 Avg Hourly Rate
Year 4	$53.06	+	2%	=	$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$50.00	*	1000	=	$50,000.00	Estimated Hours Year 1
Year 2	$51.00	*	2000	=	$102,000.00	Estimated Hours Year 2
Year 3	$52.02	*	750	=	$39,015.00	Estimated Hours Year 3
Year 4	$53.06	*	750	=	$39,795.30	Estimated Hours Year 4
Year 5	$54.12	*	500	=	$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$257,871.10	
	Direct Labor Subtotal before Escalation			=	$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	**$7,871.10**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

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EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the Consultant is providing under the proposed contract:

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount $_____ Date _____

For Combined Rate				
	Fringe Benefit %	+ General &Administrative %	=	Combined ICR%
OR				
For Home Office Rate				
	Fringe Benefit %	+ General &Administrative %	=	Home Office ICR%
For Field Office Rate				
	Fringe Benefit %	+ General &Administrative %	=	Field Office ICR%

Fee	=	%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT (1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual **or** Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
John Doe – Project Manager *	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Civil Engineer II	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Sue Jones – Construction	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Engineer/Inspector	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
Engineer I	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Buddy Black – Claims Engineer	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Engineer III	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Land Surveyor **	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		$00 - $00
	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	$00 - $00
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	$00 - $00
Technician	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		$00 - $00
	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	$00 - $00
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	$00 - $00

(Add pages as necessary)

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NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ ☐ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs			$	$
Equipment Rental and Supplies			$	$
Permit Fees			$	$
Plan Sheets			$	$
Test			$	$
Vehicle			$	$
Subconsultant 1:				$
Subconsultant 2:				$
Subconsultant 3:				$
Subconsultant 4:				$
Subconsultant 5:				$

Note: Add additional pages if necessary.

NOTES:
1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the Consultant is providing under the proposed contract:

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EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS

(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:
(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)
Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate ($)	Total ($)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
ODC Example: Travel/Mileage Costs			$	$
ODC Example: Mobilization/De-mobilization			$	$
ODC Example: Supplies/Consumables			$	$
ODC Example: Report			$	$
ODC (List more ODCs as applicable)			$	$
Subconsultant 1:				$
Subconsultant 2:				$
Subconsultant 3:				$
Subconsultant 4:				$
Subconsultant 5:				$

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK **$_____**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

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EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the Consultant is providing under the proposed contract:

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EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ **% OR**

Home Office Rate_____% and Field Office Rate (if applicable)_____%

Facilities Capital Cost of Money_____% (if applicable)

Fiscal period *_____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

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accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $_____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is_____.
- Years of consultant's experience with 48 CFR Part 31 is_____.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit ☐ Local Gov't ICR Audit ☐ Caltrans ICR Audit
☐ CPA ICR Audit ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**:_____ Title**:_____

Signature:_____ Date of Certification (mm/dd/yyyy):_____

Email**:_____ Phone Number**:_____

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

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Reset Form

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %

Local Agency to Complete this Section		
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____ _____ _____	**11. TOTAL CLAIMED DBE PARTICIPATION**	**%**

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

12. Preparer's Signature _____ 13. Date _____
14. Preparer's Name _____ 15. Phone _____
16. Preparer's Title _____

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. DBE % - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. Total Claimed DBE Participation % - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
18. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
19. Proposed Contract Execution Date - Enter the proposed contract execution date.
20. Consultant's Ranking after Evaluation – Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

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EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount

Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____		14. TOTAL CLAIMED DBE PARTICIPATION	$ %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature	16. Date
25. Local Agency Representative's Name	26. Phone	17. Preparer's Name	18. Phone
27. Local Agency Representative's Title		19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. Project Location - Enter the project location as it appears on the project advertisement.
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Total Contract Award Amount - Enter the total contract award dollar amount for the prime consultant.
8. Total Dollar Amount for ALL Subconsultants – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. Total number of ALL subconsultants – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
22. Contract Execution Date - Enter the date the contract was executed.
23. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity
☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes ☐ No ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

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INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

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LOCAL ASSISTANCE PROCEDURES MANUAL
EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE
Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The County of Monterey established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts withing five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even in the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

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C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

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EXHIBIT C – INCORPORATION OF RFQ #10914, ADDENDUM NO. 1 TO RFQ #10914 AND STATEMENT OF QUALIFICATIONS DOCUMENTS

The County of Monterey invited submittals to Request for Qualifications (RFQ) through RFQ #10914, On-Call Construction Management Services for Various Construction Projects located in the County of Monterey, California. Harris & Associates, Inc. submitted a responsive and responsible Statement of Qualifications to perform the services listed in RFQ #10914.

RFQ #10914, Addendum No. 1 to RFQ #10914, and the Statement of Qualifications submitted by Harris & Associates, Inc., on file with the Department of Public Works, Facilities and Parks, are hereby incorporated into the Agreement by this reference.

Attachment C

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COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS

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This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
MNS Engineers, Inc.,
(hereinafter "~~CONTRACTOR~~ CONSULTANT").

Initial GL 10/29/2025 | 9:34 AM PDT
Consultant's Initials Date

Initial MP 10/30/2025 | 1:40 P
Consultant's Initials Date

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide on-call construction management services for various construction projects located in the County of Monterey, Request for Qualifications (RFQ) #10914.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $ 3,000,000.

3. **TERM OF AGREEMENT.** The term of this Agreement is from November 21, 2025 **to** November 20, 2030, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A	**Scope of Services/Payment Provisions**
Exhibit B	Federal Provisions
Exhibit C	Incorporation of RFQ #10914, Addendum No. 1 to RFQ #10914, and Statement of Qualifications, on file with the County of Monterey, Department of Public Works, Facilities and Parks (PWFP)

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Consultant"s Initials Date

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Consultant's Initials Date

5. **PERFORMANCE STANDARDS.**

represents

5.01. CONTRACTOR ~~warrants~~ that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors ~~performing~~ services under this Agreement are ~~specially trained, experienced, competent, and~~ appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

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5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed

CONSULTANT represents that all services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practising under similar conditions (the "Standard of Care").

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under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions

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shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:
CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

9. INSURANCE.

9.01 Evidence of Coverage:
Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers:
All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VII, according to the current A.M.

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Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Limited

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10/29/2025 | 9:34 AM PDT
Date

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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Date

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

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If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by ~~an admitted~~ a licensed insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

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Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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, except for cancellation for non-payment of premium whereby a 10-day notice shall apply adhering to California law.

Initial GC — Consultant's Initials — 10/29/2025 | 9:34 AM PDT — Date
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Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. **RECORDS AND CONFIDENTIALITY.**

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **COMPLIANCE WITH APPLICABLE LAWS.**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

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13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

15. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's Contract Administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Dalia Mariscal-Martinez, Management Analyst III	Aaron Hilton, PE, QSD/QSP, Project Manager
Name and Title	Name and Title
1441 Schilling Place, 2nd Floor Salinas, California 93901	201 N. Calle Cesar Chavez, Suite 300 Santa Barbara, California 93103
Address	
(831) 755-8966	(805) 279-6864
Phone	Phone

16. **MISCELLANEOUS PROVISIONS.**

16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

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16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

16.11 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.14 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

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16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.16 Independent Contractor Compliance with Government Code Section 1097.6 (c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

17. **CONSENT TO USE OF ELECTRONIC SIGNATURES**.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq*.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Chief Contracts & Procurement Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Mary Grace Perry, Deputy County Counsel
76A18B9BA72D498...
County Counsel

Date: 10/30/2025 | 5:20 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz
E79EF64E57454F6...
Auditor/Controller

Date: 11/3/2025 | 9:50 AM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management[3]

By: DocuSigned by: David Bolton
3E7A6EF11DD8446...
David Bolton, Risk Manager

Date: 10/31/2025 | 8:20 AM PDT

CONTRACTOR

MNS Engineers, Inc.
Contractor's Business Name*

By: Signed by: Greg Chelini
E28193138F8F4E5...
(Signature of Chair, President, or Vice-President)*

Greg Chelini, Vice President
Name and Title

Date: 10/29/2025 | 9:34 AM PDT

By: Signed by: Miranda Patton
7B2318690B5947...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Miranda Patton, Secretary
Name and Title

Date: 10/30/2025 | 1:40 PM PDT

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code § 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1]Approval by the Office of County Counsel is required.
[2]Approval by Auditor/Controller is required.
[3]Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
MNS Engineers, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 CONTRACTOR's Minimum Work Performance Percentage: CONTRACTOR shall perform with their own organization Agreement work amounting to not less than fifty percent (50%) of the original total Agreement price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of County.

A.1.2 The scope of services includes in general construction management and engineering inspection services for various construction projects within the County. The construction projects include the repair and upgrade of existing roadways, drainage facilities, and traffic control devices.

A.1.3 The broad scope requires a diversity of expertise and the ability to deal with a number of specialized construction contract issues. Of particular concern are the qualifications and experience of the individual(s) who will be directly involved in the project(s), as they relate to the California Department of Transportation (Caltrans).

A.1.4 The construction management effort shall include, but not be limited to, the following services and requirements:

Contract Administration:
Provide overall coordination of construction management services, including supervision of contract administration, labor compliance, Disadvantaged Business Enterprise (DBE) programs, field observations and outside services. Attend regularly scheduled project meetings with County or CONTRACTOR representatives to review the progress of the work, resolve field problems as they occur, and perform project related public relations with the public and outside agencies such as the United States Army Corps of Engineers (USACE) and the California Department of Fish and Wildlife (CDFW).

General Inspection:
Provide daily inspections and supervision of the work of the construction contractor's operations as construction progresses and promptly report and resolve problems regarding performance and/or conformity with the drawings and specifications, including contract administration and construction engineering of

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the assigned project. Assist County Resident Engineer in managing construction operations. In accordance with the State Standard Specifications and Special Provisions, ensure that all utility work is coordinated with the appropriate utility company and that all the appropriate permits and inspections are obtained for all items of work.

Change Orders:
In accordance with State Standard Specifications, Special Provisions, and County format, prepare, process, and make recommendations on change orders. County will approve all change orders which are acceptable to County.

Surveying:
Coordinate and supervise construction surveying and staking. Construction staking is to be included in the services provided by CONTRACTOR.

Material Testing:
Coordinate, interpret, certify, and supervise all required soils and material tests in accordance with Caltrans test methods and Standard Specifications. CONTRACTOR shall provide County with a Caltrans certified material testing company to provide material testing services per Caltrans Standard Specifications.

Test Data:
Review and approve copies of certificates of compliance, independent testing laboratory reports, and manufacturer's shop or mill tests to ensure conformance with contract specifications.

Plan Interpretation:
With the assistance of County Resident Engineer, as needed, to interpret the intent of the plans and specifications to protect County against defects and deficiencies in construction on the part of the construction contractor.

Pre-Construction Conference:
Assist in the pre-construction meeting with construction contractor and other project participants. This discussion affords all the parties of the construction contract a common understanding of the proposed work and problems, and possible solutions that may be expected during the life of the construction contract. Labor compliance, equal employment opportunity, safety requirements, water pollution requirements, agreements, and permits shall also be discussed. Respond to questions construction contractor may have and address issues that need to be resolved before work commences.

Safety and Accidents:
Assume the duties of the Project Safety Coordinator. Ensure construction contractor complies with all safety orders, Federal and State, and permits through normal contract administration procedures. Document all incidents with

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photographs and written reports. Manage safety precautions through construction contractor for the public in construction areas.

Approval Schedule:
Prepare a schedule (using Microsoft Project) indicating all items that will be submitted by construction contractor for review and approval requiring action by County. Furnish appropriate forms, as necessary, and monitor the construction contractor's adherence to the schedule.

False Work and Shop Drawings:
Keep records, provide timely engineering review, and prepare written recommendations certifying the adequacy of construction contractor's submittal for false work as well as construction of false work. Coordinate, document, and make engineering recommendations in writing on approval of shop drawings. Final submittal approvals shall be made in consultation with County.

Progress Statements:
Prepare and provide monthly progress statements meeting County requirements including the following: monthly estimates on all items of work with source documents to verify progress payments. Submit weekly copies of daily diaries to County. Submit a copy of the baseline progress schedule and monthly updates as required by the Special Provisions.

Final Walk-through and Final Inspection:
Conduct project walk-through prior to completion of construction. Minutes of this walk-through shall be completed by CONTRACTOR and a copy shall be sent to County. The final walk-through list of attendees shall be coordinated with County. CONTRACTOR shall complete a final inspection of the project and complete the required Final Report forms.

As-Built Plans:
Provide County with an electronic as-built plan file complete with redline changes or corrections. Such plans will be based upon information obtained from field measurements and observations made during project construction and approved contract change orders. The electronic signature and seal of the responsible Registered Resident Engineer or Construction Engineer will be placed in the file on Level 62 (refer to "Highway Design and Topography Information" on Page 2.5-2 of the *Caltrans Computer Aided Design & Drafting (CADD) User's Manual*).

Contract Records:
At the completion of the project, submit the original set of construction books to County cataloged in accordance with Chapter 5, Section 5-102, "Organization of Project Documents," of the *Caltrans Construction Manual* and as directed by County. These records shall include all correspondence, meeting minutes, photographs, agreements, hazardous waste material information and tests, labor

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compliance, contract administration forms, bridge work, diaries, contract item quantity documents, contract change orders, project status sheets, project record-estimate and project status, disputes, project completion documents, etc.

A.1.5 Services shall be provided on an on-call basis. County shall contact CONTRACTOR with regards to an individual task and/or project. CONTRACTOR shall then submit a detailed proposal that shall include at minimum assigned CONTRACTOR staff, relevant task, deliverables, schedule, and cost.

A.1.6 The exact scope for construction management services will be determined prior to a notice to proceed for a specific task and/or project. County may negotiate the scope and cost of the proposal prior to issuance of the notice to proceed. County has the right to reject any submitted proposal.

A.1.7 CONTRACTOR shall advocate for County and ensure the project produced is in the best interest of County. CONTRACTOR shall deliver products on or ahead of the required schedule and within budget.

A.1.8 All work shall be performed in conformance with all applicable County, State and Federal laws relevant to the specific project scope.

A.1.9 In compliance with RFQ #10914, if the project for which CONTRACTOR is ultimately hired for is funded with Federal Highway Administration (FHWA) funds, CONTRACTOR will be required to comply with Federal Provisions. Caltrans Local Assistance Procedures Manual (LAPM), Federal Provisions in Exhibit B, attached hereto and incorporated by reference, shall be completed separately for each individual project by CONTRACTOR and submitted to County for approval prior to County issuing CONTRACTOR with a notice to proceed for the project.

A.1.10 County will issue CONTRACTOR a Delivery Order (DO) number for each individual task and/or project in the amount agreed upon by both parties and after County provides a notice to proceed. DO numbers for each task and/or project will close at the end of each fiscal year (July 1–June 30) and, if necessary, may be reissued at the start of the following fiscal year to allow completion of the task and/or project. The CONTRACTOR should note that County DO numbers change with each fiscal year; therefore, the DO number assigned to a task and/or project may differ from its start to its completion.

A.2 CONTRACTOR shall produce all deliverables (e.g., written reports, installed products, etc.) associated with the assigned task(s) by the deadline specified by the County.

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B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$3,000,000**, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the rates as included in this Exhibit A and in accordance with the following terms:

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at https://www.countyofmonterey.gov/home/showdocument?id=69364. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

County and CONTRACTOR agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars ($1,000).

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by RFQ #10914 may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:
http://www.dir.ca.gov/public-works/prevailing-wage.html.

Travel expenses for federally funded projects shall be reimbursed in accordance with California Department of Human Resources' (CalHR) rates https://hrmanual.calhr.ca.gov/home/manualitem/1/2201.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Agreement's Multi-Year Agreement (MYA) number and associated DO number, services and/or project name, County Project Manager, and an original hardcopy

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shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov with a copy to goetzj@countyofmonterey.gov:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(NON-PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-up are Not Allowed

County of Monterey On-Call Construction Management Services, RFQ #10914

Consultant: _MNS Engineers, Inc._____ ☒ Prime ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. ____ Contract No. _____RFQ#10914 _____ Participation Amount % __$3,000,000__100%_____ Date: 10/24/2025

For Combined Rate	**Fringe Benefit %**	+	**General & Administrative %**	=	Combined ICR%
	61.02%		74.34%	0.00%	**135.36%**

	Fringe Benefit %	**Overhead %**		**GA%**		**Combined %**
For Home Office	60.71%	74.010%	+	0.000%	=	**134.72%**
For Field Office Rate	61.23%	74.550%	+	0.000%	=	**135.78%**

			Fee	=	10.00%

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Job Title/Classification [1] **subject to prevailing wage*	**Hourly Billing Rates** [2]			**Effective Date of Hourly Rate**		**% Escalation Increase**	**Actual Hourly Rate and/or Average Hourly Rate** [4]	**Hourly Range for Classifications Only**
	Straight [3]	**Overtime (1.5x)**	**Overtime (2x)**	**From**	**To**			
Aaron Hilton, PE*	$302.10	N/A (Straight)	N/A (Straight)	11/1/2025	12/31/2025		$116.48	
Project Manager	$317.21	N/A (Straight)	N/A (Straight)	1/1/2026	12/31/2026	5.00%	$122.30	
Exempt	$333.07	N/A (Straight)	N/A (Straight)	1/1/2027	12/31/2027	5.00%	$128.42	
	$349.72	N/A (Straight)	N/A (Straight)	1/1/2028	12/31/2028	5.00%	$134.84	
	$367.20	N/A (Straight)	N/A (Straight)	1/1/2029	12/31/2029	5.00%	$141.58	
	$385.56	N/A (Straight)	N/A (Straight)	1/1/2030	12/31/2030	5.00%	$148.66	
Dean Russu, PE*	$283.40	N/A (Straight)	N/A (Straight)	11/1/2025	12/31/2025		$109.27	
Project Manager	$297.57	N/A (Straight)	N/A (Straight)	1/1/2026	12/31/2026	5.00%	$114.73	
Exempt	$312.45	N/A (Straight)	N/A (Straight)	1/1/2027	12/31/2027	5.00%	$120.47	
	$328.07	N/A (Straight)	N/A (Straight)	1/1/2028	12/31/2028	5.00%	$126.49	
	$344.48	N/A (Straight)	N/A (Straight)	1/1/2029	12/31/2029	5.00%	$132.82	
	$361.70	N/A (Straight)	N/A (Straight)	1/1/2030	12/31/2030	5.00%	$139.46	
Andrew Borrelli, PE*	$247.06	N/A (Straight)	N/A (Straight)	11/1/2025	12/31/2025		$95.26	
Resident Engineer	$259.42	N/A (Straight)	N/A (Straight)	1/1/2026	12/31/2026	5.00%	$100.02	
Exempt	$272.39	N/A (Straight)	N/A (Straight)	1/1/2027	12/31/2027	5.00%	$105.02	
	$286.01	N/A (Straight)	N/A (Straight)	1/1/2028	12/31/2028	5.00%	$110.28	
	$300.31	N/A (Straight)	N/A (Straight)	1/1/2029	12/31/2029	5.00%	$115.79	
	$315.32	N/A (Straight)	N/A (Straight)	1/1/2030	12/31/2030	5.00%	$121.58	

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Project Manager	$313.82	N/A (Straight)	N/A (Straight)	11/1/2025	12/31/2025		$121.00	100-155
	$329.51	N/A (Straight)	N/A (Straight)	1/1/2026	12/31/2026	5.00%	$127.05	
Exempt	$345.99	N/A (Straight)	N/A (Straight)	1/1/2027	12/31/2027	5.00%	$133.40	
	$363.29	N/A (Straight)	N/A (Straight)	1/1/2028	12/31/2028	5.00%	$140.07	
	$381.45	N/A (Straight)	N/A (Straight)	1/1/2029	12/31/2029	5.00%	$147.08	
	$400.53	N/A (Straight)	N/A (Straight)	1/1/2030	12/31/2030	5.00%	$154.43	
Sr. Construction Manager	$298.26	N/A (Straight)	N/A (Straight)	11/1/2025	12/31/2025		$115.00	95-145
	$313.17	N/A (Straight)	N/A (Straight)	1/1/2026	12/31/2026	5.00%	$120.75	
Exempt	$328.83	N/A (Straight)	N/A (Straight)	1/1/2027	12/31/2027	5.00%	$126.79	
	$345.28	N/A (Straight)	N/A (Straight)	1/1/2028	12/31/2028	5.00%	$133.13	
	$362.54	N/A (Straight)	N/A (Straight)	1/1/2029	12/31/2029	5.00%	$139.78	
	$380.67	N/A (Straight)	N/A (Straight)	1/1/2030	12/31/2030	5.00%	$146.77	
Resident Engineer	$285.29	N/A (Straight)	N/A (Straight)	11/1/2025	12/31/2025		$110.00	85-140
	$299.56	N/A (Straight)	N/A (Straight)	1/1/2026	12/31/2026	5.00%	$115.50	
Exempt	$314.54	N/A (Straight)	N/A (Straight)	1/1/2027	12/31/2027	5.00%	$121.28	
	$330.26	N/A (Straight)	N/A (Straight)	1/1/2028	12/31/2028	5.00%	$127.34	
	$346.78	N/A (Straight)	N/A (Straight)	1/1/2029	12/31/2029	5.00%	$133.71	
	$364.12	N/A (Straight)	N/A (Straight)	1/1/2030	12/31/2030	5.00%	$140.39	
Structures Representative	$272.33	N/A (Straight)	N/A (Straight)	11/1/2025	12/31/2025		$105.00	85-135
	$285.94	N/A (Straight)	N/A (Straight)	1/1/2026	12/31/2026	5.00%	$110.25	
Exempt	$300.24	N/A (Straight)	N/A (Straight)	1/1/2027	12/31/2027	5.00%	$115.76	
	$315.25	N/A (Straight)	N/A (Straight)	1/1/2028	12/31/2028	5.00%	$121.55	
	$331.01	N/A (Straight)	N/A (Straight)	1/1/2029	12/31/2029	5.00%	$127.63	
	$347.56	N/A (Straight)	N/A (Straight)	1/1/2030	12/31/2030	5.00%	$134.01	
Aassitant Resident Engineer**	$233.42	$350.13	$466.84	11/1/2025	12/31/2025		$90.00	70-115
	$245.09	$367.64	$490.19	1/1/2026	12/31/2026	5.00%	$94.50	
Non-Exempt	$257.35	$386.02	$514.70	1/1/2027	12/31/2027	5.00%	$99.23	
	$270.22	$405.32	$540.43	1/1/2028	12/31/2028	5.00%	$104.19	
	$283.73	N/A (Straight)	N/A (Straight)	1/1/2029	12/31/2029	5.00%	$109.40	
	$297.91	N/A (Straight)	N/A (Straight)	1/1/2030	12/31/2030	5.00%	$114.87	
Sr. Construction Inspector**	$217.86	$326.79	$435.72	11/1/2025	12/31/2025		$84.00	75-110
Inspector (PW)**	$228.75	$343.13	$457.51	1/1/2026	12/31/2026	5.00%	$88.20	
	$240.19	$360.29	$480.38	1/1/2027	12/31/2027	5.00%	$92.61	
	$252.20	$378.30	$504.40	1/1/2028	12/31/2028	5.00%	$97.24	
	$264.81	$397.22	$529.62	1/1/2029	12/31/2029	5.00%	$102.10	
	$278.05	$417.08	$556.10	1/1/2030	12/31/2030	5.00%	$107.21	

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Construction Inspector (PW)**	$194.52	$291.78	$389.04	11/1/2025	12/31/2025		$75.00	65-95
	$204.24	$306.37	$408.49	1/1/2026	12/31/2026	5.00%	$78.75	
	$214.46	$321.68	$428.91	1/1/2027	12/31/2027	5.00%	$82.69	
	$225.18	$337.77	$450.36	1/1/2028	12/31/2028	5.00%	$86.82	
	$236.44	$354.66	$472.88	1/1/2029	12/31/2029	5.00%	$91.16	
	$248.26	$372.39	$496.52	1/1/2030	12/31/2030	5.00%	$95.72	
Office Administrator	$129.68	$194.52	$259.36	11/1/2025	12/31/2025		$50.00	35-70
	$136.16	$204.24	$272.33	1/1/2026	12/31/2026	5.00%	$52.50	
	$142.97	$214.46	$285.94	1/1/2027	12/31/2027	5.00%	$55.13	
	$150.12	$225.18	$300.24	1/1/2028	12/31/2028	5.00%	$57.88	
	$157.63	$236.44	$315.25	1/1/2029	12/31/2029	5.00%	$60.78	
	$165.51	$248.26	$331.01	1/1/2030	12/31/2030	5.00%	$63.81	
Principal Surveyor	$272.33	$408.49	$544.65	11/1/2025	12/31/2025		$105.00	85-115
	$285.94	$428.91	$571.88	1/1/2026	12/31/2026	5.00%	$110.25	
	$300.24	$450.36	$600.48	1/1/2027	12/31/2027	5.00%	$115.76	
	$315.25	$472.88	$630.50	1/1/2028	12/31/2028	5.00%	$121.55	
	$331.01	$496.52	$662.03	1/1/2029	12/31/2029	5.00%	$127.63	
	$347.56	$521.35	$695.13	1/1/2030	12/31/2030	5.00%	$134.01	
Supervising Surveyor	$259.36	$389.04	$518.72	11/1/2025	12/31/2025		$100.00	80-110
	$272.33	$408.49	$544.65	1/1/2026	12/31/2026	5.00%	$105.00	
	$285.94	$428.91	$571.88	1/1/2027	12/31/2027	5.00%	$110.25	
	$300.24	$450.36	$600.48	1/1/2028	12/31/2028	5.00%	$115.76	
	$315.25	$472.88	$630.50	1/1/2029	12/31/2029	5.00%	$121.55	
	$331.01	$496.52	$662.03	1/1/2030	12/31/2030	5.00%	$127.63	
Project Surveyor	$194.52	$291.78	$389.04	11/1/2025	12/31/2025		$75.00	65-85
	$204.24	$306.37	$408.49	1/1/2026	12/31/2026	5.00%	$78.75	
	$214.46	$321.68	$428.91	1/1/2027	12/31/2027	5.00%	$82.69	
	$225.18	$337.77	$450.36	1/1/2028	12/31/2028	5.00%	$86.82	
	$236.44	$354.66	$472.88	1/1/2029	12/31/2029	5.00%	$91.16	
	$248.26	$372.39	$496.52	1/1/2030	12/31/2030	5.00%	$95.72	
Assistant Project Surveyor	$168.58	$252.87	$337.17	11/1/2025	12/31/2025		$65.00	55-75
	$177.01	$265.52	$354.02	1/1/2026	12/31/2026	5.00%	$68.25	
	$185.86	$278.79	$371.72	1/1/2027	12/31/2027	5.00%	$71.66	
	$195.16	$292.73	$390.31	1/1/2028	12/31/2028	5.00%	$75.25	
	$204.91	$307.37	$409.83	1/1/2029	12/31/2029	5.00%	$79.01	
	$215.16	$322.74	$430.32	1/1/2030	12/31/2030	5.00%	$82.96	

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Party Chief (PW)**	$181.55	$272.33	$363.10	11/1/2025	12/31/2025		$70.00	60-80
	$190.63	$285.94	$381.26	1/1/2026	12/31/2026	5.00%	$73.50	
	$200.16	$300.24	$400.32	1/1/2027	12/31/2027	5.00%	$77.18	
	$210.17	$315.25	$420.34	1/1/2028	12/31/2028	5.00%	$81.03	
	$220.68	$331.01	$441.35	1/1/2029	12/31/2029	5.00%	$85.09	
	$231.71	$347.56	$463.42	1/1/2030	12/31/2030	5.00%	$89.34	
Chainperson (PW)**	$168.58	$252.87	$337.17	11/1/2025	12/31/2025		$65.00	55-70
	$177.01	$265.52	$354.02	1/1/2026	12/31/2026	5.00%	$68.25	
	$185.86	$278.79	$371.72	1/1/2027	12/31/2027	5.00%	$71.66	
	$195.16	$292.73	$390.31	1/1/2028	12/31/2028	5.00%	$75.25	
	$204.91	$307.37	$409.83	1/1/2029	12/31/2029	5.00%	$79.01	
	$215.16	$322.74	$430.32	1/1/2030	12/31/2030	5.00%	$82.96	

NOTES:

1. Key personnel must be marked with an asterick (*) and employees that are subject to porevailing wage requirements must be marked with two asteriscks (**).All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended.

3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

4. For named employees and key personnel, enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

County of Monterey On-Call Construction Management Services, RFQ #10914

Consultant: MNS Engineers, Inc. ☒ Prime ☐ Subconsultant

Project No. _____ Contract No. _____RFQ#10914_____ Participation Amount $3.000.000 Date: October 24, 2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
DESCRIPTION OF ITEMS	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL**
Mileage Costs			Note 7	
Equipment Rental and Supplies				
Permit Fees				
Plans				
Vehicle				
A. Per diem per Caltrans guidelines		Note 2	Note 2	
Subconsultant 1: PCE				TBD
Subconsultant 2: ZTC				TBD
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation costs.
3. Items, when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling will be reimbursed at actual cost with supporting documentation (invoice).
5. The items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed the current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

Docusign Envelope ID: 06ECB58F-CEDA-4E27-A7CE-FBF5AC4E283C

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and follow applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Greg Chelini Title*: Vice President

Signature: Date of Certification (mm/dd/yy): 10/24/25

Email: gchelini@mnsengineers.com Phone Numb: 805-896-9474

Address: 201 N. Calle Cesar Chavez, Ste 300

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction Management and Inspection Services

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 4

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Note: Mark-ups are Not Allowed

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant ZT Consulting Group, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. County of Monterey On-Call, RFQ #10914 **Contract No.** TBD **Participation Amount $** TBD **Date #** 10/24/25

For Combined Rate			
Fringe Benefit % + General &Administrative %	=	143.41%	Combined ICR%
OR			
For Home Office Rate			
Fringe Benefit % + General &Administrative %	=	143.41%	Home Office ICR%
For Field Office Rate			
Fringe Benefit % + General &Administrative %	=	143.41%	Field Office ICR%

OH Rate Fee = 10%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual **or** Avg. Hourly Rate[3]	% or $ Increase[(a)]	Hourly Range - for Classifications Only
Farzad Tasbihgoo, PE, CQA, CWI, PCI III	$267.75	$267.75	$267.75	11/01/2025	12/31/2025	$100.00		
Principal Engineer - Project Manager	$277.12	$277.12	$277.12	01/01/2026	12/31/2026	$103.50	3.5%	
Exempt	$286.82	$286.82	$286.82	01/01/2027	12/31/2027	$107.12	3.5%	
	$296.86	$296.86	$296.86	01/01/2028	12/31/2028	$110.87	3.5%	
	$296.86	$296.86	$296.86	01/01/2029	12/31/2029	$110.87	3.5%	
	$307.25	$307.25	$307.25	01/01/2030	12/31/2030	$114.75	3.5%	
Walter Steimle, PE	$254.36	$254.36	$254.36	11/01/2025	12/31/2025	$95.00		
Principal Quality Engineer - Fabrication Engineer	$263.27	$263.27	$263.27	01/01/2026	12/31/2026	$98.33	3.5%	
Exempt	$272.48	$272.48	$272.48	01/01/2027	12/31/2027	$101.77	3.5%	
	$282.02	$282.02	$282.02	01/01/2028	12/31/2028	$105.33	3.5%	
	$282.02	$282.02	$282.02	01/01/2029	12/31/2029	$105.33	3.5%	
	$291.89	$291.89	$291.89	01/01/2030	12/31/2030	$109.01	3.5%	
William Kent, CWI, NDT L2 MT/UT/RT	$224.91	$224.91	$224.91	11/01/2025	12/31/2025	$84.00		
Lead Inspector	$232.78	$232.78	$232.78	01/01/2026	12/31/2026	$86.94	3.5%	
Exempt	$240.93	$240.93	$240.93	01/01/2027	12/31/2027	$89.98	3.5%	
	$249.36	$249.36	$249.36	01/01/2028	12/31/2028	$93.13	3.5%	
	$249.36	$249.36	$249.36	01/01/2029	12/31/2029	$93.13	3.5%	
	$258.09	$258.09	$258.09	01/01/2030	12/31/2030	$96.39	3.5%	
Andrew Soria, ACI I, PCI III, CWI, NACE 2	$181.40	$181.40	$181.40	11/01/2025	12/31/2025	$67.75		
QA Inspector	$187.75	$187.75	$187.75	01/01/2026	12/31/2026	$70.12	3.5%	
Exempt	$194.32	$194.32	$194.32	01/01/2027	12/31/2027	$72.58	3.5%	
	$201.12	$201.12	$201.12	01/01/2028	12/31/2028	$75.12	3.5%	
	$201.12	$201.12	$201.12	01/01/2029	12/31/2029	$75.12	3.5%	
	$208.16	$208.16	$208.16	01/01/2030	12/31/2030	$77.74	3.5%	
Nathan Liszewski, CWI, NDT UT/MT	$167.34	$198.59	$229.84	11/01/2025	12/31/2025	$62.50		
QA Inspector	$173.20	$205.55	$237.89	01/01/2029	12/31/2029	$64.69	3.5%	
Non-Exempt	$179.26	$212.74	$246.22	01/01/2030	10/31/2030	$66.95	3.5%	
	$185.54	$220.19	$254.83	11/01/2025	12/31/2025	$69.29	3.5%	
	$192.03	$227.89	$263.75	01/01/2026	12/31/2026	$71.72	3.5%	
	$198.75	$235.87	$272.98	01/01/2030	12/31/2030	$74.23	3.5%	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

· Denote all employees subject to prevailing wage with an asterisks (*)

· For "Other Direct Cost" listing, see page 7 of this Exhibit

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 4

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant ZT Consulting Group, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. County of Monterey On-Call, RFQ #10914 **Contract No.** TBD **Participation Amount** TBD **Date** ## 10/24/25

For Combined Rate	Fringe Benefit % + General &Administrative %	=	143.41%	Combined ICR%
OR				
For Home Office Rate	Fringe Benefit % + General &Administrative %	=	143.41%	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General &Administrative %	=	143.41%	Field Office ICR%

OH Rate Fee = 10%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual **or** Avg. Hourly Rate[3]	% or $ Increase[(a)]	Hourly Range - for Classifications Only
Eric Sanabria, CWI, NDT L2 MT/PT/UT, NACE 2	$156.63	$185.88	$215.13	11/01/2025	12/31/2025	$58.50		
QA Steel & Coating Inspector	$162.12	$192.39	$222.66	01/01/2026	12/31/2026	$60.55	3.5%	
Non-Exempt	$167.79	$199.12	$230.46	01/01/2027	12/31/2027	$62.67	3.5%	
	$173.66	$206.09	$238.52	01/01/2028	12/31/2028	$64.86	3.5%	
	$179.74	$213.31	$246.87	01/01/2029	12/31/2029	$67.13	3.5%	
	$186.03	$220.77	$255.51	01/01/2030	12/31/2030	$69.48	3.5%	
Jerry Tso, CWI, NDT L2 UT/MT, ACI I	$141.91	$168.41	$194.91	11/01/2025	12/31/2025	$53.00		
QA Inspector	$146.87	$174.30	$201.73	01/01/2026	12/31/2026	$54.86	3.5%	
Non-Exempt	$152.02	$180.40	$208.79	01/01/2027	12/31/2027	$56.77	3.5%	
	$157.34	$186.72	$216.10	01/01/2028	12/31/2028	$58.76	3.5%	
	$162.84	$193.25	$223.66	01/01/2029	12/31/2029	$60.82	3.5%	
	$168.54	$200.02	$231.49	01/01/2030	12/31/2030	$62.95	3.5%	
Reid Gerritsen, CWI, ACI I, PCI II	$133.88	$158.88	$183.88	11/01/2025	12/31/2025	$50.00		
QA Inspector	$138.56	$164.44	$190.31	01/01/2026	12/31/2026	$51.75	3.5%	
Non-Exempt	$143.41	$170.19	$196.97	01/01/2027	12/31/2027	$53.56	3.5%	
	$148.43	$176.15	$203.87	01/01/2028	12/31/2028	$55.44	3.5%	
	$153.63	$182.31	$211.00	01/01/2029	12/31/2029	$57.38	3.5%	
	$159.00	$188.69	$218.39	01/01/2030	12/31/2030	$59.38	3.5%	
Russell Lynch, CWI, NDT L2 UT/MT/PT/RT, NACE 2,	$187.43	$222.43	$257.43	11/01/2025	12/31/2025	$70.00		
ACI I, PCI II	$193.99	$230.21	$266.44	01/01/2026	12/31/2026	$72.45	3.5%	
QA Inspector	$200.78	$238.27	$275.76	01/01/2027	12/31/2027	$74.99	3.5%	
Non-Exepmt	$207.80	$246.61	$285.41	01/01/2028	12/31/2028	$77.61	3.5%	
	$215.08	$255.24	$295.40	01/01/2029	12/31/2029	$80.33	3.5%	
	$222.60	$264.17	$305.74	01/01/2030	12/31/2030	$83.14	3.5%	
Paul Mortsolf, ACI I, PCI II, NACE 2	$149.94	$177.94	$205.94	11/01/2025	12/31/2025	$56.00		
QA Inspector	$155.19	$184.17	$213.15	01/01/2026	12/31/2026	$57.96	3.5%	
Non-Exempt	$160.62	$190.61	$220.61	01/01/2027	12/31/2027	$59.99	3.5%	
	$166.24	$197.29	$228.33	01/01/2028	12/31/2028	$62.09	3.5%	
	$172.06	$204.19	$236.32	01/01/2029	12/31/2029	$64.26	3.5%	
	$178.08	$211.34	$244.59	01/01/2030	12/31/2030	$66.51	3.5%	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

· Denote all employees subject to prevailing wage with an asterisks (*)

· For "Other Direct Cost" listing, see page 7 of this Exhibit

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 4

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant ZT Consulting Group, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. County of Monterey On-Call, RFQ #10914 **Contract No.** TBD **Participation Amount $** TBD **Date** ## 10/24/25

For Combined Rate	Fringe Benefit % + General &Administrative %	= 143.41%	Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General &Administrative %	= 143.41%	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General &Administrative %	= 143.41%	Field Office ICR%

OH Rate Fee = 10%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual **or** Avg. Hourly Rate[3]	% or $ Increase[(a)]	Hourly Range - for Classifications Only
Derick Hobbs, EIT, CQA, ACI I, PCI II	$182.07	$182.07	$182.07	11/01/2025	12/31/2025	$68.00		
Quality Fabrication Engineer	$188.44	$188.44	$188.44	01/01/2026	12/31/2026	$70.38	3.5%	
Exempet	$195.04	$195.04	$195.04	01/01/2027	12/31/2027	$72.84	3.5%	
	$201.87	$201.87	$201.87	01/01/2028	12/31/2028	$75.39	3.5%	
	$208.93	$208.93	$208.93	01/01/2029	12/31/2029	$78.03	3.5%	
	$216.24	$216.24	$216.24	01/01/2030	12/31/2030	$80.76	3.5%	
Cole Hofberg, EIT, CQA, ACI I, PCI II	$157.97	$187.47	$216.97	11/01/2025	12/31/2025	$59.00		
Quality Fabrication Engineer	$163.50	$194.03	$224.57	01/01/2026	12/31/2026	$61.07	3.5%	
Exempt	$169.22	$200.83	$232.43	01/01/2027	12/31/2027	$63.20	3.5%	
	$175.15	$207.85	$240.56	01/01/2028	12/31/2028	$65.41	3.5%	
	$181.28	$215.13	$248.98	01/01/2029	12/31/2029	$67.70	3.5%	
	$187.62	$222.66	$257.70	01/01/2030	12/31/2030	$70.07	3.5%	
	$0.00	$0.00	$0.00	11/01/2025	12/31/2025	$0.00		
	$0.00	$0.00	$0.00	01/01/2026	12/31/2026	$0.00	3.5%	
	$0.00	$0.00	$0.00	01/01/2027	12/31/2027	$0.00	3.5%	
	$0.00	$0.00	$0.00	01/01/2028	12/31/2028	$0.00	3.5%	
	$0.00	$0.00	$0.00	01/01/2029	12/31/2029	$0.00	3.5%	
	$0.00	$0.00	$0.00	01/01/2030	12/31/2030	$0.00	3.5%	
	$0.00	$0.00	$0.00	11/01/2025	12/31/2025	$0.00		
	$0.00	$0.00	$0.00	01/01/2026	12/31/2026	$0.00	3.5%	
	$0.00	$0.00	$0.00	01/01/2027	12/31/2027	$0.00	3.5%	
	$0.00	$0.00	$0.00	01/01/2028	12/31/2028	$0.00	3.5%	
	$0.00	$0.00	$0.00	01/01/2029	12/31/2029	$0.00	3.5%	
	$0.00	$0.00	$0.00	01/01/2030	12/31/2030	$0.00	3.5%	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:
· Denote all employees subject to prevailing wage with an asterisks (*)
· For "Other Direct Cost" listing, see page 7 of this Exhibit

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 4

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant: ZT Consutling Group, Inc. | □ Prime Consultant ☒ Subconsultant □ 2nd Tier Subconsultant

Project No.: County of Monterey On-Call, RFQ #10914 **Contract No.:** TBD **Participation Amount $** TBD 0 **Date #** 10/24/25

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Check Sample Testing	TBD	EA Test	$ 350.00	TBD
Elastomer Seal	TBD	EA Test	$ 1,200.00	TBD
Splices - Mechanical or Hoops	TBD	EA Test	$ 180.00	TBD
Bearing Pads	TBD	EA Test	$ 1,200.00	TBD
Fasteners - Anchor Bolts/Washers/Nuts	TBD	One Assembly	$ 700.00	TBD
Fasteners - High Strength Bolts/Nuts/Washers	TBD	One Assembly	$ 700.00	TBD
Strands	TBD	Per Strand	$ 200.00	TBD
PT Anchorage	TBD	EA Test	$ 350.00	TBD
Travel per Note 6	TBD	Per Trip	TBD	TBD
Mileage	TBD	Miles	$ 0.70	TBD
			ZT Consulting Group, Inc. ODCs=	TBD

IMPORTANT NOTES:
1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency per Caltrans Travel Policies.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles purpose. that could be used for the same purpose.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Farzad Tasbihgoo Title *: Presidnet

Signature : Farzad Tasbihgoo Date of Certification (mm/dd/yyyy): 05/05/2025

Email: farzad@ztcgrp.com Phone Number: 818-929-8162

Address: 1041 E Green St., Suite 204, Pasadena, CA 91106

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Providing Construction Support Services for Source Inspection, including sampling, testing, and releasing materials at source/fabrication such as Prestressing Strands, PT Coupons, Fasteners, High Strength Bolts, Hardware, Welded Hoops, Rebar Couplers, Headed Bars, Bearing Pads, Epoxy Coated bars, elastomer seals, and other structural materials.

Performing Source Inspection for Structural Components of Steel Bridge including NDT (UT/MT/RT) inspection, welding inspection, HSB bolting installation inspection, and coating inspection at fabricator. Expected source/fabricator location to be at Vancouver, WA; Coolidge, AZ; or Lindon, UT.

Performing source inspection for bearings, including proof load testing, welding inspection, and coating inspection.

Performing source inspection for other key components such as signage, sign structures, poles, etc.

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Material Testing Rate

ZTC Work Instruction	Sample Type	Components	Tests	Rate Cost	Lab Code	Unit
WI-720-001 (Fastener Procedure)	Anchor Bolt Assemblies	Anchor Bolts (ASTM F1554) (≤ 1-1/2")	Ultimate Tensile Strength	$ 150.00	L001001	Per Bolt
			Coating Thickness (HDG)	$ 50.00	L001003	Per Bolt
			Coating Thickness (MG)	$ 50.00	L001003	Per Bolt
		Anchor Bolts (ASTM A449) (≤ 1-1/2")	Ultimate Tensile Strength	$ 150.00	L001001	Per Bolt
			Hardness	$ 80.00	L001004	Per Bolt
			Coating Thickness (HDG)	$ 50.00	L001003	Per Bolt
			Coating Thickness (MG)	$ 50.00	L001003	Per Bolt
		Anchor Bolts (Machined 505 Specimen - ASTM F1554 & A449) (>1-1/2")	Ultimate Tensile Strength	$ 250.00	L001002	Per Bolt
			Elongation			
			Yield Strength			
			Reduction Of Area			
		Nuts (Grades O, A, B, C, D, DH, and DH3)	Proof Load	$ 100.00	L001005	Per Nut
			Hardness	$ 80.00	L001004	Per Nut
			Coating Thickness (HDG)	$ 50.00	L001003	Per Nut
			Coating Thickness (MG)	$ 50.00	L001003	Per Nut
		Nuts (Grade 2H)	Proof Load	$ 100.00	L001005	Per Nut
			Hardness	$ 80.00	L001004	Per Nut
			Coating Thickness (HDG)	$ 50.00	L001003	Per Nut
			Coating Thickness (MG)	$ 50.00	L001003	Per Nut
		Flat Washers (Hardened)	Hardness	$ 80.00	L001004	Per Washer
			Coating Thickness (HDG)	$ 50.00	L001003	Per Washer
			Coating Thickness (MG)	$ 50.00	L001003	Per Washer
		Flat Washers (Non-Hardened)	Coating Thickness (HDG)	$ 50.00	L001003	Per Washer
			Coating Thickness (MG)	$ 50.00	L001003	Per Washer
		DTI Washers	Coating Thickness (HDG)	$ 50.00	L001003	Per Washer
			Coating Thickness (MG)	$ 50.00	L001003	Per Washer
WI-720-001 (Fastener Procedure)	High Strength Bolt Assemblies	High Strength Bolts (Minimum Tensile of 120 ksi)	Ultimate Tensile Strength *Shall be Wedge tensile tested (10 degree wedge up to 1" bolt / 6 degree wedge greater than 1" bolt) - See ASTM F3125/F606	$ 150.00	L001010	Per Bolt
			Hardness	$ 80.00	L001004	Per Bolt
			Coating Thickness (HDG)	$ 50.00	L001003	Per Bolt
			Coating Thickness (MG)	$ 50.00	L001003	Per Bolt
		High Strength Bolts (Minimum Tensile of 150 ksi)	Ultimate Tensile Strength	$ 150.00	L001010	Per Bolt
			Hardness	$ 80.00	L001004	Per Bolt
			Coating Thickness (HDG)	$ 50.00	L001003	Per Bolt
			Coating Thickness (MG)	$ 50.00	L001003	Per Bolt
		Nuts (Grades O, A, B, C, D, DH, and DH3)	Proof Load	$ 100.00	L001005	Per Nut
			Hardness	$ 80.00	L001004	Per Nut
			Coating Thickness (HDG)	$ 50.00	L001003	Per Nut
			Coating Thickness (MG)	$ 50.00	L001003	Per Nut
		Nuts (Grade 2H)	Proof Load	$ 100.00	L001005	Per Nut
			Hardness	$ 80.00	L001004	Per Nut
			Coating Thickness (HDG)	$ 50.00	L001003	Per Nut
			Coating Thickness (MG)	$ 50.00	L001003	Per Nut
		Flat Washers (Hardened)	Hardness	$ 80.00	L001004	Per Washer
			Coating Thickness (HDG)	$ 50.00	L001003	Per Washer
			Coating Thickness (MG)	$ 50.00	L001003	Per Washer
		DTI Washers	Coating Thickness (HDG)	$ 50.00	L001003	Per Washer
			Coating Thickness (MG)	$ 50.00	L001003	Per Washer

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Material Testing Rate

ZTC Work Instruction	Sample Type	Components	Tests	Rate Cost	Lab Code	Unit
WI-720-002 (Prestressing Strand Procedure)	Strands	Strands	Breaking Strength	$ 200.00	L002001	Per Strand
			Yield Strength			
			Elongation			
WI-720-003 (Spliced Reinforcing Steel Procedure)	Welded Hoops	Ultimate Butt Splice Welded Hoop	Ultimate Tensile Strength	$ 140.00	L003001	Per Splice
			Visible Necking + Break outside HAZ			
			Strain			
WI-720-003 (Spliced Reinforcing Steel Procedure)	Couplers	Ultimate Butt Splice Couplers	Ultimate Tensile Strength & Strain	$ 80 (≤#11)	L003002	Per Splice
				$ 110 (#14)	L003003	
				$ 165 (#18)	L003004	
			Slip	$ 150.00	L003020	Per Splice
		Service Splice Couplers	Ultimate Tensile Strength	$ 80 (≤#11)	L003005	Per Splice
				$ 110 (#14)	L003006	
				$ 165 (#18)	L003007	
			Slip	$ 150.00	L003020	Per Splice
WI-720-003 (Spliced Reinforcing Steel Procedure)	Headed Bars	Headed Bars	Ultimate Tensile Strength Visible Necking + Break outside HAZ Strain	$ 80 (≤#11)	L003008	Per Headed Bar
				$ 110 (#14)	L003009	
				$ 165 (#18)	L003010	
			Bend Test *Only required for welded headed bars (Sizes No. 3 to No. 10)	$ 80.00	L003021	Per Headed Bar
WI-720-004 (Cast Iron and Steel Check Sample Procedure)	PT Anchorage Coupon	Casting Coupon	Ultimate Tensile Strength	$ 350.00	L004001	Per Coupon
			Yield Strength			
			Elongation			
WI-720-005 (Epoxy Coating Evaluation Procedure)	Epoxy Coated Bars	Green/Purple Epoxy Reinforcement Bar	Coating Thickness Holiday Test Bend Test	$ 250.00	L005001	Per Bar
		Dowel Bars / Soil Nail Bars	Coating Thickness Holiday Test	$ 200.00	L005002	Ber Par
WI-720-006 (Threaded Bar/Rebar Procedure)	Threaded Bar Assemblies (ASTM A722)	Threaded Bars	Ultimate Tensile Strength	$ 350.00	L006001	Per Bar
			Yield Strength			
			Elongation			
		Couplers	Proof Load	$ 350.00	L006002	Per Coupler
		Nuts	Proof Load	$ 150.00	L006003	Per Nut

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ZT CONSULTING

ZT Consulting Group, Inc.
Material Testing Rate

ZTC Work Instruction	Sample Type	Components	Tests	Rate Cost	Lab Code	Unit
WI-720-006 (Threaded Rebar Procedure)	DYWIDAG Threaded Bar	Threaded Bars	Ultimate Tensile Strength	$ 350.00	L006001	Per Bar
			Yield Strength			
			Elongation			
		Couplers	Proof Load	$ 350.00	L006002	Per Coupler
		Nuts	Proof Load	$ 150.00	L006003	Per Nut
WI-720-007 (Reinforcing Steel Procedure)	Plain & Deformed Reinforcement (ASTM A615 & ASTM A706)	Rebar	Ultimate Tensile Strength	$ 200.00	L007001	Per Rebar
			Yield Strength			
			Elongation			
WI-720-008 (Compressive Testing of Concrete Cylinders) 3rd Party	Concrete Cylinder	Concrete Cylinders (4 x 8	Compressive Strength	$ 50.00	L008001	Per Cylinder
		Concrete Cores	Compressive Strength	$ 80.00	L008002	Per Core
WI-720-009 (Type B Seal) 3rd Party	Type B Seal	Joint Seals	Durometer Hardness	$ 1,500.00	L009001	Per Seal
			Tensile Strength			
			Elongation			
			Oil Swell By Mass			
			Low Temperature Recovery			
			High Temperature Recovery			
			Movement Rating			
WI-720-010 (Elastomer Bearing Pads) 3rd Party	Elastomeric Beari	Bearing Pads	Durometer Hardness	$ 1,100.00	L10001	Per Bearing
			Tensile Strength			
			Ultimate Elongation			
			Tear Strength (Die C)			
			Peel (Adhesion) Strength			

Laboratory Sample Handeling	
Weekdays Sample Pick-Up Trip (within 100 miles of ZTC Laboratory Flat Rate)	$ 170.00
Saturday & Sunday Sample Pick-Up Trip (within 100 miles of ZTC Laboratory Flat Rate)	$ 290.00
Sample Testing Turn Around Time 10 days - excepted spliced rebars 3 days for first lot and an additional day for multiple lots	
Expedited Testing 1 Day Turnaround Time Surcharge	100%
Expdedited Testing 5 Days Turnaround Time Surcharge	50%

Testing rates subject to annual escalation of 3.5% effective January 1st of each year

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No.: PR 25-073 Contract No.: Contract Amount: Date: 5/28/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) %
					163.79%
OR					
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR %
					0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR %
					0.00%

FEE % = 10.00%

BILLING INFORMATION						CALCULATION INFORMATION		
Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Matt Maciel, Chris Johnson, & Erik Zinn	$288.75	$433.12	$577.49	11/1/2025	12/31/2025	$99.51		Not Applicable
	$297.41	$446.11	$594.82	1/1/2026	12/31/2026	$102.50	3.00%	
	$306.33	$459.50	$612.66	1/1/2027	12/31/2027	$105.57	3.00%	
	$315.52	$473.28	$631.04	1/1/2028	12/31/2028	$108.74	3.00%	
	$324.99	$487.48	$649.97	1/1/2029	12/31/2029	$112.00	3.00%	
Principal Engineer/Geologist	$334.74	$502.11	$669.47	1/1/2030	12/31/2030	$115.36	3.00%	
Elizabeth Mitchell	$233.47	$350.20	$466.94	11/1/2025	12/31/2025	$80.46		Not Applicable
	$240.47	$360.71	$480.95	1/1/2026	12/31/2026	$82.87	3.00%	
	$247.69	$371.53	$495.38	1/1/2027	12/31/2027	$85.36	3.00%	
	$255.12	$382.68	$510.24	1/1/2028	12/31/2028	$87.92	3.00%	
	$262.77	$394.16	$525.55	1/1/2029	12/31/2029	$90.56	3.00%	
Associate Engineer	$270.66	$405.98	$541.31	1/1/2030	12/31/2030	$93.28	3.00%	
Cara Al-lami & Ben Andrews	$145.96	$218.93	$291.91	11/1/2025	12/31/2025	$50.30		Not Applicable
	$150.33	$225.50	$300.67	1/1/2026	12/31/2026	$51.81	3.00%	
	$154.84	$232.27	$309.69	1/1/2027	12/31/2027	$53.36	3.00%	
	$159.49	$239.23	$318.98	1/1/2028	12/31/2028	$54.96	3.00%	
	$164.27	$246.41	$328.55	1/1/2029	12/31/2029	$56.61	3.00%	
Senior Engineer/Geologist	$169.20	$253.80	$338.40	1/1/2030	12/31/2030	$58.31	3.00%	
J. Ismael Pedraza, Lennin Naranjo, Marcos Rodriguez	$126.96	$190.44	$253.92	11/1/2025	12/31/2025	$43.75		Not Applicable
	$130.77	$196.15	$261.53	1/1/2026	12/31/2026	$45.07	3.00%	
	$134.69	$202.03	$269.38	1/1/2027	12/31/2027	$46.42	3.00%	
	$138.73	$208.10	$277.46	1/1/2028	12/31/2028	$47.81	3.00%	
	$142.89	$214.34	$285.78	1/1/2029	12/31/2029	$49.24	3.00%	
Staff Engineer/Geologist	$147.18	$220.77	$294.36	1/1/2030	12/31/2030	$50.72	3.00%	
Jennifer Olds & Jennifer Alverez	$129.44	$194.17	$258.89	11/1/2025	12/31/2025	$44.61		Not Applicable
	$133.33	$199.99	$266.66	1/1/2026	12/31/2026	$45.95	3.00%	
	$137.33	$205.99	$274.66	1/1/2027	12/31/2027	$47.33	3.00%	
	$141.45	$212.17	$282.89	1/1/2028	12/31/2028	$48.75	3.00%	
	$145.69	$218.54	$291.38	1/1/2029	12/31/2029	$50.21	3.00%	
Administration	$150.06	$225.09	$300.12	1/1/2030	12/31/2030	$51.72	3.00%	

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: PR 25-073 Contract No.: 0 Participation Amount: 0 Date: 5/28/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Carlie Bonita & Brian Apolinario	$115.35	$173.02	$230.70	11/1/2025	12/31/2025	$39.75	3.00%	
	$118.81	$178.21	$237.62	1/1/2026	12/31/2026	$40.94	3.00%	
	$122.37	$183.56	$244.74	1/1/2027	12/31/2027	$42.17	3.00%	
	$126.04	$189.07	$252.09	1/1/2028	12/31/2028	$43.44	3.00%	
	$129.82	$194.74	$259.65	1/1/2029	12/31/2029	$44.74	3.00%	
Lab Technician	$133.72	$200.58	$267.44	1/1/2030	12/31/2030	$46.08	3.00%	
Chris Clary – Field Technician	$131.05	$196.57	$262.10	11/1/2025	12/31/2025	$45.16	3.00%	
Supervisor	$134.98	$202.47	$269.96	1/1/2026	12/31/2026	$46.52	3.00%	
	$139.03	$208.54	$278.06	1/1/2027	12/31/2027	$47.91	3.00%	
	$143.20	$214.80	$286.40	1/1/2028	12/31/2028	$49.35	3.00%	
	$147.50	$221.24	$294.99	1/1/2029	12/31/2029	$50.83	3.00%	
Technician - Regular Time	$151.92	$227.88	$303.84	1/1/2030	12/31/2030	$52.36	3.00%	
Ryan Legions – Field Technician	$94.81	$142.22	$189.63	11/1/2025	12/31/2025	$32.68	3.00%	
	$97.66	$146.49	$195.32	1/1/2026	12/31/2026	$33.66	3.00%	
	$100.59	$150.88	$201.18	1/1/2027	12/31/2027	$34.67	3.00%	
	$103.61	$155.41	$207.21	1/1/2028	12/31/2028	$35.71	3.00%	
	$106.71	$160.07	$213.43	1/1/2029	12/31/2029	$36.78	3.00%	
Technician - Regular Time	$109.92	$164.87	$219.83	1/1/2030	12/31/2030	$37.88	3.00%	
Edward Carrillo – Field Technician	$120.83	$181.24	$241.65	11/1/2025	12/31/2025	$41.64	3.00%	
	$124.45	$186.68	$248.90	1/1/2026	12/31/2026	$42.89	3.00%	
	$128.19	$192.28	$256.37	1/1/2027	12/31/2027	$44.18	3.00%	
	$132.03	$198.05	$264.06	1/1/2028	12/31/2028	$45.50	3.00%	
	$135.99	$203.99	$271.98	1/1/2029	12/31/2029	$46.87	3.00%	
Technician - Regular Time	$140.07	$210.11	$280.14	1/1/2030	12/31/2030	$48.27	3.00%	
Zachary Detter – Field Technician	$101.86	$152.80	$203.73	11/1/2025	12/31/2025	$35.11	3.00%	
	$104.92	$157.38	$209.84	1/1/2026	12/31/2026	$36.16	3.00%	
	$108.07	$162.10	$216.14	1/1/2027	12/31/2027	$37.24	3.00%	
	$111.31	$166.96	$222.62	1/1/2028	12/31/2028	$38.36	3.00%	
	$114.65	$171.97	$229.30	1/1/2029	12/31/2029	$39.51	3.00%	
Technician - Regular Time	$118.09	$177.13	$236.18	1/1/2030	12/31/2030	$40.70	3.00%	

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: PR 25-073 Contract No. 0 Participation Amount 0 Date 10/24/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Brian Apolinario – Field Technician	$107.53	$161.29	$215.06	11/1/2025	12/31/2025	$37.06	3.00%	
	$110.75	$166.13	$221.51	1/1/2026	12/31/2026	$38.17	3.00%	
	$114.08	$171.12	$228.15	1/1/2027	12/31/2027	$39.31	3.00%	
	$117.50	$176.25	$235.00	1/1/2028	12/31/2028	$40.49	3.00%	
	$121.02	$181.54	$242.05	1/1/2029	12/31/2029	$41.71	3.00%	
Technician - Regular Time	$124.66	$186.98	$249.31	1/1/2030	12/31/2030	$42.96	3.00%	
Daniel Oliveira – Field Technician	$92.63	$138.94	$185.26	11/1/2025	12/31/2025	$31.92	3.00%	
	$95.41	$143.11	$190.82	1/1/2026	12/31/2026	$32.88	3.00%	
	$98.27	$147.41	$196.54	1/1/2027	12/31/2027	$33.87	3.00%	
	$101.22	$151.83	$202.44	1/1/2028	12/31/2028	$34.88	3.00%	
	$104.25	$156.38	$208.51	1/1/2029	12/31/2029	$35.93	3.00%	
Technician - Regular Time	$107.38	$161.07	$214.77	1/1/2030	12/31/2030	$37.01	3.00%	
J. Pedraza – Field Technician	$117.90	$176.85	$235.81	11/1/2025	12/31/2025	$40.63	3.00%	
	$121.44	$182.16	$242.88	1/1/2026	12/31/2026	$41.85	3.00%	
	$125.08	$187.62	$250.17	1/1/2027	12/31/2027	$43.11	3.00%	
	$128.84	$193.25	$257.67	1/1/2028	12/31/2028	$44.40	3.00%	
	$132.70	$199.05	$265.40	1/1/2029	12/31/2029	$45.73	3.00%	
Technician - Regular Time	$136.68	$205.02	$273.36	1/1/2030	12/31/2030	$47.10	3.00%	
Justin Hannah – Field Technician	$98.51	$147.76	$197.02	11/1/2025	12/31/2025	$33.95	3.00%	
	$101.46	$152.20	$202.93	1/1/2026	12/31/2026	$34.97	3.00%	
	$104.51	$156.76	$209.02	1/1/2027	12/31/2027	$36.02	3.00%	
	$107.64	$161.46	$215.29	1/1/2028	12/31/2028	$37.10	3.00%	
	$110.87	$166.31	$221.75	1/1/2029	12/31/2029	$38.21	3.00%	
Technician - Regular Time	$114.20	$171.30	$228.40	1/1/2030	12/31/2030	$39.36	3.00%	
Josh Silva – Field Technician	$92.35	$138.53	$184.70	11/1/2025	12/31/2025	$31.83	3.00%	
	$95.12	$142.68	$190.25	1/1/2026	12/31/2026	$32.78	3.00%	
	$97.98	$146.96	$195.95	1/1/2027	12/31/2027	$33.77	3.00%	
	$100.92	$151.37	$201.83	1/1/2028	12/31/2028	$34.78	3.00%	
	$103.94	$155.91	$207.89	1/1/2029	12/31/2029	$35.82	3.00%	
Technician - Regular Time	$107.06	$160.59	$214.12	1/1/2030	12/31/2030	$36.90	3.00%	

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: PR 25-073 Contract No.: 0 Participation Amount: 0 Date: 10/24/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Lennin Naranjo – Field Technician	$95.43	$143.15	$190.86	11/1/2025	12/31/2025	$32.89	3.00%	
	$98.29	$147.44	$196.59	1/1/2026	12/31/2026	$33.87	3.00%	
	$101.24	$151.86	$202.48	1/1/2027	12/31/2027	$34.89	3.00%	
	$104.28	$156.42	$208.56	1/1/2028	12/31/2028	$35.94	3.00%	
	$107.41	$161.11	$214.82	1/1/2029	12/31/2029	$37.02	3.00%	
Technician - Regular Time	$110.63	$165.95	$221.26	1/1/2030	12/31/2030	$38.13	3.00%	
Chris Clary – Field Technician	$237.07	$355.60	$474.14	11/1/2025	12/31/2025	$81.70	3.00%	
Supervisor**	$244.18	$366.27	$488.36	1/1/2026	12/31/2026	$84.15	3.00%	
	$251.51	$377.26	$503.01	1/1/2027	12/31/2027	$86.68	3.00%	
	$259.05	$388.58	$518.10	1/1/2028	12/31/2028	$89.28	3.00%	
	$266.82	$400.23	$533.64	1/1/2029	12/31/2029	$91.95	3.00%	
Technician - PW Group 3	$274.83	$412.24	$549.65	1/1/2030	12/31/2030	$94.71	3.00%	
Ryan Legions –	$230.63	$345.95	$461.27	11/1/2025	12/31/2025	$79.48	3.00%	
Field Technician**	$237.55	$356.33	$475.11	1/1/2026	12/31/2026	$81.87	3.00%	
	$244.68	$367.02	$489.36	1/1/2027	12/31/2027	$84.32	3.00%	
	$252.02	$378.03	$504.04	1/1/2028	12/31/2028	$86.85	3.00%	
	$259.58	$389.37	$519.16	1/1/2029	12/31/2029	$89.46	3.00%	
Technician - PW Group 3	$267.37	$401.05	$534.74	1/1/2030	12/31/2030	$92.14	3.00%	
Edward Carrillo -	$238.70	$358.05	$477.40	11/1/2025	12/31/2025	$82.26	3.00%	
Field Technician**	$245.86	$368.79	$491.72	1/1/2026	12/31/2026	$84.73	3.00%	
	$253.24	$379.85	$506.47	1/1/2027	12/31/2027	$87.27	3.00%	
	$260.83	$391.25	$521.67	1/1/2028	12/31/2028	$89.89	3.00%	
	$268.66	$402.99	$537.32	1/1/2029	12/31/2029	$92.59	3.00%	
Technician - PW Group 3	$276.72	$415.08	$553.44	1/1/2030	12/31/2030	$95.36	3.00%	
Zachary Detter –	$210.69	$316.03	$421.37	11/1/2025	12/31/2025	$72.61	3.00%	
Field Technician**	$217.01	$325.51	$434.01	1/1/2026	12/31/2026	$74.79	3.00%	
	$223.52	$335.28	$447.03	1/1/2027	12/31/2027	$77.03	3.00%	
	$230.22	$345.33	$460.44	1/1/2028	12/31/2028	$79.34	3.00%	
	$237.13	$355.69	$474.26	1/1/2029	12/31/2029	$81.72	3.00%	
Technician - PW Group 3	$244.24	$366.36	$488.49	1/1/2030	12/31/2030	$84.17	3.00%	

(Add pages as necessary)

NOTES:

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: PR 25-073 Contract No.: 0 Participation Amount: 0 Date: 10/24/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Brian Apolinario –	$225.12	$337.69	$450.25	11/1/2025	12/31/2025	$77.58	3.00%	
Field Technician**	$231.88	$347.82	$463.75	1/1/2026	12/31/2026	$79.91	3.00%	
	$238.83	$358.25	$477.67	1/1/2027	12/31/2027	$82.31	3.00%	
	$246.00	$369.00	$492.00	1/1/2028	12/31/2028	$84.78	3.00%	
	$253.38	$380.07	$506.76	1/1/2029	12/31/2029	$87.32	3.00%	
Technician - PW Group 3	$260.98	$391.47	$521.96	1/1/2030	12/31/2030	$89.94	3.00%	
Daniel Oliveira –	$222.14	$333.21	$444.28	11/1/2025	12/31/2025	$76.55	3.00%	
Field Technician**	$228.80	$343.20	$457.60	1/1/2026	12/31/2026	$78.85	3.00%	
	$235.67	$353.50	$471.33	1/1/2027	12/31/2027	$81.22	3.00%	
	$242.74	$364.10	$485.47	1/1/2028	12/31/2028	$83.65	3.00%	
	$250.02	$375.03	$500.04	1/1/2029	12/31/2029	$86.16	3.00%	
Technician - PW Group 3	$257.52	$386.28	$515.04	1/1/2030	12/31/2030	$88.75	3.00%	
J. Pedraza –	$225.74	$338.61	$451.48	11/1/2025	12/31/2025	$77.80	3.00%	
Field Technician**	$232.51	$348.77	$465.02	1/1/2026	12/31/2026	$80.13	3.00%	
	$239.49	$359.23	$478.97	1/1/2027	12/31/2027	$82.53	3.00%	
	$246.67	$370.01	$493.34	1/1/2028	12/31/2028	$85.01	3.00%	
	$254.07	$381.11	$508.14	1/1/2029	12/31/2029	$87.56	3.00%	
Technician - PW Group 3	$261.69	$392.54	$523.39	1/1/2030	12/31/2030	$90.19	3.00%	
Justin Hannah –	$252.18	$378.27	$504.37	11/1/2025	12/31/2025	$86.91	3.00%	
Field Technician**	$259.75	$389.62	$519.50	1/1/2026	12/31/2026	$89.52	3.00%	
	$267.54	$401.31	$535.08	1/1/2027	12/31/2027	$92.20	3.00%	
	$275.57	$413.35	$551.13	1/1/2028	12/31/2028	$94.97	3.00%	
	$283.83	$425.75	$567.67	1/1/2029	12/31/2029	$97.82	3.00%	
Technician - PW Group 3	$292.35	$438.52	$584.70	1/1/2030	12/31/2030	$100.75	3.00%	
Josh Silva –	$233.62	$350.43	$467.24	11/1/2025	12/31/2025	$80.51	3.00%	
Field Technician**	$240.63	$360.94	$481.26	1/1/2026	12/31/2026	$82.93	3.00%	
	$247.85	$371.77	$495.69	1/1/2027	12/31/2027	$85.41	3.00%	
	$255.28	$382.92	$510.57	1/1/2028	12/31/2028	$87.98	3.00%	
	$262.94	$394.41	$525.88	1/1/2029	12/31/2029	$90.62	3.00%	
Technician - PW Group 3	$270.83	$406.24	$541.66	1/1/2030	12/31/2030	$93.34	3.00%	

(Add pages as necessary)

NOTES:

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: PR 25-073 Contract No.: 0 Participation Amount: 0 Date: 10/24/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Lennin Naranjo – Field Technician	$233.62	$350.43	$467.24	11/1/2025	12/31/2025	$80.51	3.00%	
	$240.63	$360.94	$481.26	1/1/2026	12/31/2026	$82.93	3.00%	
	$247.85	$371.77	$495.69	1/1/2027	12/31/2027	$85.41	3.00%	
	$255.28	$382.92	$510.57	1/1/2028	12/31/2028	$87.98	3.00%	
	$262.94	$394.41	$525.88	1/1/2029	12/31/2029	$90.62	3.00%	
Technician - PW Group 3	$270.83	$406.24	$541.66	1/1/2030	12/31/2030	$93.34	3.00%	
Chris Clary – Field Technician	$218.69	$328.03	$437.38	11/1/2025	12/31/2025	$75.37	3.00%	
Supervisor**	$225.25	$337.88	$450.50	1/1/2026	12/31/2026	$77.63	3.00%	
	$232.01	$348.01	$464.02	1/1/2027	12/31/2027	$79.96	3.00%	
	$238.97	$358.45	$477.94	1/1/2028	12/31/2028	$82.35	3.00%	
	$246.14	$369.21	$492.27	1/1/2029	12/31/2029	$84.83	3.00%	
Technician - PW Group 4	$253.52	$380.28	$507.04	1/1/2030	12/31/2030	$87.37	3.00%	
Ryan Legions –	$212.26	$318.38	$424.51	11/1/2025	12/31/2025	$73.15	3.00%	
Field Technician**	$218.62	$327.94	$437.25	1/1/2026	12/31/2026	$75.34	3.00%	
	$225.18	$337.77	$450.36	1/1/2027	12/31/2027	$77.60	3.00%	
	$231.94	$347.91	$463.88	1/1/2028	12/31/2028	$79.93	3.00%	
	$238.90	$358.34	$477.79	1/1/2029	12/31/2029	$82.33	3.00%	
Technician - PW Group 4	$246.06	$369.09	$492.13	1/1/2030	12/31/2030	$84.80	3.00%	
Edward Carrillo -	$220.32	$330.48	$440.64	11/1/2025	12/31/2025	$75.93	3.00%	
Field Technician**	$226.93	$340.40	$453.86	1/1/2026	12/31/2026	$78.21	3.00%	
	$233.74	$350.61	$467.48	1/1/2027	12/31/2027	$80.55	3.00%	
	$240.75	$361.13	$481.50	1/1/2028	12/31/2028	$82.97	3.00%	
	$247.97	$371.96	$495.95	1/1/2029	12/31/2029	$85.46	3.00%	
Technician - PW Group 4	$255.41	$383.12	$510.83	1/1/2030	12/31/2030	$88.02	3.00%	
Zachary Detter –	$192.31	$288.46	$384.62	11/1/2025	12/31/2025	$66.27	3.00%	
Field Technician**	$198.08	$297.12	$396.15	1/1/2026	12/31/2026	$68.26	3.00%	
	$204.02	$306.03	$408.04	1/1/2027	12/31/2027	$70.31	3.00%	
	$210.14	$315.21	$420.28	1/1/2028	12/31/2028	$72.42	3.00%	
	$216.44	$324.67	$432.89	1/1/2029	12/31/2029	$74.59	3.00%	
Technician - PW Group 4	$222.94	$334.41	$445.87	1/1/2030	12/31/2030	$76.83	3.00%	

(Add pages as necessary)

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: PR 25-073 Contract No.: 0 Participation Amount: 0 Date: 10/24/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Brian Apolinario –	$206.75	$310.12	$413.49	11/1/2025	12/31/2025	$71.25	3.00%	
Field Technician**	$212.95	$319.42	$425.90	1/1/2026	12/31/2026	$73.39	3.00%	
	$219.34	$329.00	$438.67	1/1/2027	12/31/2027	$75.59	3.00%	
	$225.92	$338.87	$451.83	1/1/2028	12/31/2028	$77.86	3.00%	
	$232.69	$349.04	$465.39	1/1/2029	12/31/2029	$80.19	3.00%	
Technician - PW Group 4	$239.67	$359.51	$479.35	1/1/2030	12/31/2030	$82.60	3.00%	
Daniel Oliveira –	$203.76	$305.64	$407.52	11/1/2025	12/31/2025	$70.22	3.00%	
Field Technician**	$209.87	$314.81	$419.74	1/1/2026	12/31/2026	$72.33	3.00%	
	$216.17	$324.25	$432.34	1/1/2027	12/31/2027	$74.50	3.00%	
	$222.65	$333.98	$445.31	1/1/2028	12/31/2028	$76.73	3.00%	
	$229.33	$344.00	$458.67	1/1/2029	12/31/2029	$79.03	3.00%	
Technician - PW Group 4	$236.21	$354.32	$472.43	1/1/2030	12/31/2030	$81.41	3.00%	
J. Pedraza –	$207.36	$311.04	$414.72	11/1/2025	12/31/2025	$71.46	3.00%	
Field Technician**	$213.58	$320.37	$427.16	1/1/2026	12/31/2026	$73.61	3.00%	
	$219.99	$329.98	$439.98	1/1/2027	12/31/2027	$75.81	3.00%	
	$226.59	$339.88	$453.18	1/1/2028	12/31/2028	$78.09	3.00%	
	$233.39	$350.08	$466.77	1/1/2029	12/31/2029	$80.43	3.00%	
Technician - PW Group 4	$240.39	$360.58	$480.78	1/1/2030	12/31/2030	$82.84	3.00%	
Justin Hannah –	$233.80	$350.71	$467.61	11/1/2025	12/31/2025	$80.58	3.00%	
Field Technician**	$240.82	$361.23	$481.64	1/1/2026	12/31/2026	$82.99	3.00%	
	$248.04	$372.07	$496.09	1/1/2027	12/31/2027	$85.48	3.00%	
	$255.48	$383.23	$510.97	1/1/2028	12/31/2028	$88.05	3.00%	
	$263.15	$394.72	$526.30	1/1/2029	12/31/2029	$90.69	3.00%	
Technician - PW Group 4	$271.04	$406.57	$542.09	1/1/2030	12/31/2030	$93.41	3.00%	
Josh Silva –	$215.52	$323.28	$431.04	11/1/2025	12/31/2025	$74.27	3.00%	
Field Technician**	$221.98	$332.98	$443.97	1/1/2026	12/31/2026	$76.50	3.00%	
	$228.64	$342.97	$457.29	1/1/2027	12/31/2027	$78.80	3.00%	
	$235.50	$353.26	$471.01	1/1/2028	12/31/2028	$81.16	3.00%	
	$242.57	$363.85	$485.14	1/1/2029	12/31/2029	$83.60	3.00%	
Technician - PW Group 4	$249.85	$374.77	$499.69	1/1/2030	12/31/2030	$86.10	3.00%	

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Pacific Crest Engineering Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project Number: PR 25-073 Contract No.: 0 Participation Amount: 0 Date: 10/24/2025

For Combined Rate	Fringe Benefit %	+	General & Administration %	=	Combined Indirect Cost Rate (ICR) % 163.79%
For Home Office Rate	Fringe Benefit %	+	General & Administration %	=	Home Office ICR % 0.00%
For Field Office Rate	Fringe Benefit %	+	General & Administration %	=	Field Office ICR % 0.00%

FEE % = 10.00%

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Lennin Naranjo – Field Technician	$215.24	$322.86	$430.48	11/1/2025	12/31/2025	$74.18	3.00%	
	$221.70	$332.55	$443.40	1/1/2026	12/31/2026	$76.40	3.00%	
	$228.35	$342.53	$456.70	1/1/2027	12/31/2027	$78.70	3.00%	
	$235.20	$352.80	$470.40	1/1/2028	12/31/2028	$81.06	3.00%	
	$242.26	$363.39	$484.51	1/1/2029	12/31/2029	$83.49	3.00%	
Technician - PW Group 4	$249.52	$374.29	$499.05	1/1/2030	12/31/2030	$85.99	3.00%	

(Add pages as necessary)

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(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Pacific Crest Engineering Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project Number PR 25-073 Contract No. 0 10/24/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Items	Quantity	Unit	Unit Cost	Total
Laboratory Test - Atterberg Limits (ASTM D4318)			$230.00	
Laboratory Test - Gradation of Soil (ASTM D422 / CT 202)			$150.00	
Laboratory Test - Material Finer Than #200 Sieve (ASTM D1140)			$115.00	
Laboratory Test - Gradation of Aggregate (ASTM C136 / CT 202 / AASHTO T27)			$180.00	
Laboratory Test - Moisture Determination (ASTM D-2216 / AASHTO T265 / CT 226)			$35.00	
Laboratory Test - R-Value of Native Soil (ASTM D-2844 / AASHTO T190 / CT 301)			$400.00	
Laboratory Test - Sand Equivalent (ASTM D-2419 / CT 217 / AASHTO T176)			$165.00	
Laboratory Test - Cleanness Value of Coarse Aggregate (CT 227)			$175.00	
Laboratory Test - Durability Index (CT 229)			$185.00	
Laboratory Test - Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C131 (Small Aggregate)			$375.00	
Laboratory Test - Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Aggregate)			$690.00	
Laboratory Test - Absorption, Coarse Aggregate, CT 206			$100.00	

Note: Add additional pages if necessary.

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
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11. Subconsultants must provide their own cost proposals.

Testing rates subject to annual escalation of 3% effective January 1st of each year

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Consultant Pacific Crest Engineering Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project Number PR 25-073 Contract No. 0 10/24/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Items	Quantity	Unit	Unit Cost	Total
Laboratory Test - Absorption, Fine Aggregate, CT 207			$150.00	
Laboratory Test - Clay Lumps and Friable Particles in Aggregate, AASHTO T112			$145.00	
Laboratory Test - Soundness, CT 214			$425.00	
Laboratory Test - Percent Crushed Particles, CT 205			$145.00	
Laboratory Test - Flat and Elongated Particles, ASTM D-4791			$145.00	
Laboratory Test - Fine Aggregate Angularity, AASHTO T304, Method A			$285.00	
Laboratory Test - Unit Weight of Aggregate			$125.00	
Laboratory Test - CSS/FDR Mix Design (per sample)			$2,700.00	
Laboratory Test - Compaction Curve for Soil Using Modified Effort, 4” Mold, ASTM D1557/AASHTO			$300.00	
Laboratory Test - Compaction Curve for Soil Using Modified Effort, 6” Mold, ASTM D1557/AASHTO			$325.00	
Laboratory Test - Cal-Impact Test - Performed In Lab, CT 216			$325.00	
Laboratory Test - Cal-Impact Test - Performed In Field, CT 216			$350.00	

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Consultant Pacific Crest Engineering Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project Number PR 25-073 Contract No. 0 10/24/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Items	Quantity	Unit	Unit Cost	Total
Laboratory Test - Compressive Strength of Concrete, ASTM C-39 (per cylinder)			$75.00	
Laboratory Test - Compressive Strength of Concrete, ASTM C-39, CT 521 (capped, per cylinder)			$85.00	
Laboratory Test - Compressive Strength of Shotcrete, ASTM C-1140 (per core, sulfur capped)			$120.00	
Laboratory Test - Compressive Strength of Mortar, ASTM C-109 (per cube)			$65.00	
Laboratory Test - Compressive Strength of Grout, ASTM C-1019 (per specimen)			$70.00	
Laboratory Test - Compressive Strength of Slurry/CLSM, ASTM D-4832 (capped, per cylinder)			$90.00	
Laboratory Test - Compressive Strength Testing of Cellular Concrete, ASTM C-495 (per cylinder)			$115.00	
Laboratory Test - Compressive Strength of Lightweight Insulating Concrete, ASTM C-495			$50.00	
Laboratory Test - Compressive Strength Testing/4-inch prism, ASTM C-39			$75.00	
Laboratory Test - Flexural Strength of Concrete, CT 523			$175.00	
Laboratory Test - Soundness of Aggregate, ASTM C-88/CT 214			$195.00	
Laboratory Test - Measuring Thickness of Concrete Elements, ASTM C-174			$80.00	

Note: Add additional pages if necessary.

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Project Number PR 25-073 Contract No. 0 10/24/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Items	Quantity	Unit	Unit Cost	Total
Laboratory Test - Evaporable Moisture Content, ASTM C-566			$125.00	
Laboratory Test - Determining Density of Structural Lightweight Concrete, ASTM C-567			$100.00	
Laboratory Test - Specific Gravity & Absorption of Coarse Aggregate, ASTM C127/AASHTO T84			$200.00	
Laboratory Test - Specific Gravity & Absorption of Fine Aggregate, ASTM C128/AASHTO T85			$220.00	
Laboratory Test - Bulk Density of Concrete (Unit Weight), ASTM C-29			$150.00	
Laboratory Test - Organic Impurities in Fine Aggregate for Concrete, ASTM C-40			$100.00	
Laboratory Test - Concrete Shrinkage, ASTM C-157, Set of 3			$400.00	
Laboratory Test - Length Change of Concrete, CT 537 (set of 3)			$400.00	
Laboratory Test - Concrete Storage Processing and Disposal			$35.00	
Laboratory Test - Shotcrete Specimen Casting Boxes			$65.00	
Laboratory Test - Bulk Specific Gravity of Compacted HMA, ASTM D-1188/AASHTO T275			$85.00	
Laboratory Test - Moisture Content of HMA, AASHTO T329			$50.00	

Note: Add additional pages if necessary.

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Consultant Pacific Crest Engineering Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project Number PR 25-073 Contract No. 0 10/24/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Items	Quantity	Unit	Unit Cost	Total
Laboratory Test - Theoretical Maximum Density, ASTM D-2041/CT 309/T209			$175.00	
Laboratory Test - Asphalt Binder Content, AASHTO T308			$285.00	
Laboratory Test - Asphalt Binder Content Correction Value, Per Mix Design, Average of 3			$825.00	
Laboratory Test - HMA Storage Processing and Disposal (per set, 1 year storage)			$40.00	
Laboratory Test - Percent Air Voids, T269			$40.00	

Note: Add additional pages if necessary.

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SAMPLE COST PROPOSAL 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. **Title 23 United States Code Section 112** - Letting of Contracts
4. **48 Code of Federal Regulations Part 31** - Contract Cost Principles and Procedures
5. **23 Code of Federal Regulations Part 172** - Procurement, Management, and Administration of Engineering and Design Related Service
6. **48 Code of Federal Regulations Part 9904** - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name:	**Matt Maciel, PE, GE**	Title:*	**President/Principal Geotechnical Engineer**
Signature:		Certification Date (mm/dd/yyyy):	**05/28/2025**
Email:	matt@pacengineering.net	Phone:	**831-722-9446**
Address:	**444 Airport Blvd. Suite 106, Watsonville, CA 95076**		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical Engineering, Geology, Special Inspections, and Materials Testing

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In compliance with RFQ #10914, the CONTRACTOR (also referred to as "Consultant") will be required to comply with Federal Provisions if the project uses Federal Highway Administration (FHWA) funds. Federal Provisions, Exhibit B, attached hereto, shall be completed by CONTRACTOR (Consultant) and submitted to COUNTY (also referred to as "Local Agency") for approval prior to COUNTY (Local Agency) issuing a Notice to Proceed for the project to CONTRACTOR (Consultant).

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Article I - Introduction

A. This AGREEMENT is between the following named, hereinafter referred to as, CONTRACTOR and the following named, hereinafter referred to as, COUNTY:

The name of the "CONTRACTOR" is as follows:

_____
_____
_____

Incorporated in the State of California

The Project Manager for the "CONTRACTOR" will be:

_____

The name of the COUNTY is as follows:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527

The Project Manager for the COUNTY will be:

_____
_____
_____

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONTRACTOR's Cost Proposal dated (month, date, year). The approved CONTRACTOR's Cost Proposal is attached hereto as (Exhibit _____) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONTRACTOR agrees to the fullest extent permitted by law, to indemnify, protect, defend, and holdharmless COUNTY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONTRACTOR, except such loss or damage which was caused by the sole negligence, or willful misconduct of COUNTY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONTRACTOR in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor, and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY.

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E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONTRACTOR's assigned personnel. CONTRACTOR, in the performance of its obligation hereunder, is only subject to the control or direction of the COUNTY as to the designation of tasks to be performed and theresults to be accomplished.

F. Any third-party person(s) employed by CONTRACTOR shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONTRACTOR 's obligations under this AGREEMENT are not assignable or transferable, and CONTRACTOR shall not subcontract any work, without the prior written approval of the COUNTY. However, claims for money due or which become due to CONTRACTOR from COUNTY under this AGREEMENT may be assigned to a financial institutionor to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COUNTY.

H. CONTRACTOR shall be as fully responsible to the COUNTY for the negligent acts and omissions of its contractors and subconsultants or subcontractors, and of persons either directly orindirectly employed by them, in the same manner as persons directly employed by CONTRACTOR.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONTRACTOR as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Article II Contractor's Reports or Meetings

(Choose either Option 1 or Option 2)

☐ (Option 1 – Use Paragraphs A & B below for standard AGREEMENT)

A. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the COUNTY's Contract Administrator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

☐ (Option 2 – Use Paragraphs A & B below for ON-CALL AGREEMENTS)

A. CONTRACTOR shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently

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detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

Article III Statement of Work

(Insert Appropriate Statement of Work including a Description of the Deliverables) *in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT.")*

A. CONTRACTOR Services ☐ Not Applicable to this Agreement

Detail based on the services to be furnished should be provided by CONTRACTOR. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONTRACTOR AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONTRACTOR/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact (FONSI), or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).

B. Right of Way ☐ Not Applicable to this Agreement

State whether Right of Way requirements to be determined and shown by CONTRACTOR, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.

C. Surveys ☐ Not Applicable to this Agreement

State whether or not the CONTRACTOR has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations ☐ Not Applicable to this Agreement

State specifically whether or not CONTRACTOR has the responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONTRACTOR, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

E. COUNTY (LOCAL AGENCY) Obligations ☐ Not Applicable to this Agreement

All data applicable to the project and in possession of COUNTY (local agency), another agency, or government agency that are to be made available to CONTRACTOR are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONTRACTOR are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work ☐ Not Applicable to this Agreement

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the

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work by representatives of the COUNTY, State, and/or FHWA. Costs incurred by CONTRACTOR for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings ☐ Not Applicable to this Agreement
For AGREEMENTS requiring the preparation of construction drawings and make provision for checking shop drawings. Payment for checking shop drawings by CONTRACTOR is included in the AGREEMENT fee, or provision may be made for separate payment.

H. CONTRACTOR Services During Construction ☐ Not Applicable to this Agreement
The extent, if any of CONTRACTOR's services during the course of construction as material testing, construction surveys, etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules ☐ Not Applicable to this Agreement
AGREEMENTS where appropriate, shall provide that CONTRACTOR document the results of the work to the satisfaction of COUNTY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies ☐ Not Applicable to this Agreement
The number of copies or documents to be furnished such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps *shall be specified.* Provision may be made for payment for additional copies.

Article IV Performance Period

A time must be set for beginning and ending the work under the AGREEMENT. The time allowedfor performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONTRACTOR, they should be identified and incorporated into the AGREEMENT.

A. This AGREEMENT shall go into effect on (month, date, year), contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY Contract Administrator. The AGREEMENT shall end on (month, date, year)**,** unless extended by AGREEMENT amendment.

B. CONTRACTOR is advised that any recommendation for AGREEMENT award is not binding on COUNTY until the AGREEMENT is fully executed and approved by COUNTY.

Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTS. On-call AGREEMENTS shall be five (5) years maximum.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the AGREEMENT to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

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Article V Allowable Costs and Payments

(Choose either Option 1, 2, 3, or 4)

☐ *(Option 1 - Use paragraphs A through K below for Cost-Plus-Fixed Fee AGREEMENTS. Use Exhibit10-H1: Cost Proposal Format)*

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONTRACTOR's Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by COUNTY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONTRACTOR's agreement to the extension of the one (1)-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of $_____. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONTRACTOR will be reimbursed, promptly according to California Regulations upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable.

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Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

I. The total amount payable by COUNTY including the fixed fee shall not exceed $_____.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

☐ *(Option 2 - For Cost per Unit of Work AGREEMENTS, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for workspecific to your project. Use Exhibit 10-H3: Cost Proposal Format*).

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed, therefore.

B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be $_____ per approved Cost Proposal. This rate shall be for a fully equipped vehicle(s) specified in Article III Statement of Work, as applicable the specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event, COUNTY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by COUNTY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

☐ ***(Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements [such as on-call Agreements].*** **This payment method shall only be used when it is not possible at the time of**

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procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTS or components of AGREEMENTS for specialized or support type services where the CONTRACTOR is not in direct control of the number of hours worked, such as construction engineering and inspection. ***Use Exhibit 10-H2: Cost Proposal Format).***

A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONTRACTOR will be reimbursed within thirty (30) calendar days upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate.

B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved cost proposal and in the executed Task Order.

C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONTRACTOR's approved Cost Proposal.

CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. (*COUNTY to include either (a) or (b) below; delete the other one (1))*

(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.

(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONTRACTOR will be responsible for transportation and subsistence costs in excess of State rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services

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provided and actual costs incurred.

I. CONTRACTOR shall not commence performance of work or services until this AGREEMENT has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.

K. CONTRACTOR will be reimbursed, within thirty (30) days upon receipt by COUNTY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due to COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONTRACTOR prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

N. If CONTRACTOR fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend the language (or terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by COUNTY for all Task Orders resulting from this AGREEMENT shall not exceed **$** It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

☐ *(Option 4 - Use paragraphs A through E below for lump sum AGREEMENTS. Use Exhibit 10-H1: Cost Proposal Format).*

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will

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be paid to CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONTRACTOR shall not commence performance of work or services until this AGREEMENT has been approved by COUNTY and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONTRACTOR will be reimbursed within thirty (30) days upon receipt by County's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONTRACTOR's work unless a later date id approved by County. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

E. The total amount payable by COUNTY shall not exceed $_____.

Article VI Termination

A. This AGREEMENT may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date, whether completed or not.

B. COUNTY may temporarily suspend this AGREEMENT, at no additional cost to COUNTY, provided that CONTRACTOR is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COUNTY gives such notice of temporary suspension, CONRACTOR shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this AGREEMENT by CONTRACTOR, and COUNTY may withhold any payments due to CONTRACTOR until such time

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as exact amount of damages, if any, due COUNTY from CONTRACTOR isdetermined.

D. In the event of termination, CONTRACTOR shall be compensated as provided for in this AGREEMENT. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date, whether completed or not.

Article VII Cost Principles and Administrative Requirements

A. CONTRACTOR agrees that 48 CFR Part 31, Contract Cost Principles and Procedures shall be used to determine the allowability of individual terms of cost.

B. CONTRACTOR also agrees to comply with Federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by CONTRACTOR to COUNTY.

D. When a CONTRACTOR or subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

Article VIII Retention of Records/Audit

For the purpose of determining compliance with Government Code §8546.7, the CONTRACTOR, subcontractors, and COUNTY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT, including but not limited to, the costs of administering the AGREEMENT. All parties, including the CONTRACTOR's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. COUNTY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of CONTRACTOR, subcontractor and the CONTRACTOR's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

Article IX Audit Review Procedures

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by COUNTY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONTRACTOR and subcontractor AGREEMENTS, including cost proposals and Indirect Cost Rates

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(ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is CONTRACTOR's responsibility to ensure federal, state, COUNTY or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Government Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

   Accepted rates will be as follows:
   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.

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3. If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA-audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COUNTY; and (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

Article X Subcontracting

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the COUNTY and any subcontractor(s), and no sub agreement shall relieve the CONTRACTOR of its responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the COUNTY for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from the COUNTY's obligation to make payments to the CONTRACTOR.

B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the CONTRACTOR's approved Cost Proposal.

C. Any sub agreement entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to subcontractors unless otherwise noted.

D. CONTRACTOR shall pay its subcontractors within fifteen (15) calendar days from receipt of each payment made to the CONTRACTOR by the COUNTY.

E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator in advance of assigning work to a substitute subcontractor(s).

F. Prompt Progress Payment
CONTRACTOR or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR or subcontractor to a subcontractor, CONTRACTOR or subcontractor may withhold no more than one hundred fifty percent (150%) of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of two percent (2%) percent of the amount due per month for every month that payment is not made.

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In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

G. Prompt Payment of Withheld Funds to subcontractors

The COUNTY may hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to CONTRACTOR based on these acceptances. The COUNTY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONTRACTOR or subcontractor to a subcontractor. (Choose either Method 1, Method 2, or Method 3 below and delete the other two (2).)

☐ **Method 1**: No retainage will be held by the COUNTY from progress payments due to CONTRACTOR. CONTRACTORS and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☐ **Method 2**: No retainage will be held by the COUNTY from progress payments due to CONTRACTOR. Any retainage kept by CONTRACTOR or by a subcontractor must be paid in full to the earning subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☐ **Method 3**: The COUNTY shall hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY of the contract work and pay retainage to CONTRACTOR based on these acceptances. CONTRACTOR or subcontractor shall return all monies withheld in retention from all subcontractors within fifteen (15) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the COUNTY. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR; deficient subcontractor performance

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and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor.

Article XI Equipment Purchase and Other Capital Expenditures

A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONTRACTOR's approved Cost Proposal and exceeding five thousand dollars ($5,000) with prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

Article XII State Prevailing Wage Rates

A. No CONTRACTOR or subcontractor may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONTRACTOR shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations

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applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONTRACTOR and subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:

    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.

    c. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on

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the business day following receipt of the request.

3. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or subcontractor performing the work shall not be marked or obliterated.

5. The CONTRACTOR shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONTRACTOR or subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

E. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

F. Penalty

1. The CONTRACTOR and any of its subcontractor shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the COUNTY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the contract by the CONTRACTOR or by its subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any

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escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor.

4. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONTRACTOR and the subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.

    c. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

    d. Prior to making final payment to the subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the subcontractor had paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, COUNTY shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a subcontractor has failed to pay workers the general prevailing rate of per diem wages.

6. If COUNTY determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONTRACTOR shall forfeit, as a penalty to the COUNTY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONTRACTOR or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day

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and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subcontract exceeds thirty thousand dollars ($30,000), the CONTRACTOR and any subcontractors under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONTRACTORs and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONTRACTOR and subcontractors are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

Article XIII Conflict of Interest

A. During the term of this AGREEMENT, the CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this AGREEMENT, or any ensuing COUNTY construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any ensuing COUNTY construction project, which will follow.

B. CONTRACTOR certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONTRACTOR agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT.

CONTRACTOR further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.

C. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. CONTRACTOR hereby certifies that the CONTRACTOR or subcontractor, and any firm affiliated with CONTRACTOR or subcontractor that bids on any construction contract, or on any AGREEMENT to provide construction inspection for any construction project resulting from this AGREEMENT. An affiliated firm is one, which is subject to the control of the same persons through joint ownership, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

Article XIV Rebates, Kickbacks or Other Unlawful Consideration

The CONTRACTOR warrants that this AGREEMENT was not obtained or secured through rebates

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kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right, in its discretion, to terminate this AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Article XV Prohibition of Expending County, State, or Federal Funds for Lobbying

(Include this article in all AGREEMENTS where federal funding will exceed $150,000. If less than $150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number subsequent articles.)

A. CONTRACTOR certifies to the best of his or her knowledge and belief that:

1. No State, Federal, or County appropriated funds have been paid or will be paid, by-or-on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any local, State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT .

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

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000), for each such failure.

C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier sub agreements, which exceed one hundred thousand dollars ($100,000) and that all such subrecipients shall certify and disclose accordingly.

Article XVI Non-Discrimination Clause and Statement of Compliance

A. The CONTRACTOR's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code § 12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, Contractor and its subcontractors shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or

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military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.

E. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONTRACTOR, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONTRACTOR shall comply with regulations relative to non-discrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subcontractors.

I. CONTRACTOR, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONTRACTOR, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

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Article XVII Debarment and Suspension Certification

A. The CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System (https://sam.gov/content/home) maintained by the United States General Services Administration are to be determined by FHWA.

Article XVIII Disadvantaged Business Enterprises (DBE) Participation

A. CONTRACTOR, subrecipient (COUNTY), or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The COUNTY shows a contract goal for DBEs. CONTRACTOR shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

CONTRACTOR shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONTRACTOR's responsibility to verify at the date of proposal opening that the DBE firm is certified as DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the Agreement. Additionally, the CONTRACTOR is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONTRACTOR purchases from DBEs counts towards the goal in the following manner:

- One hundred percent (100 %) counts if the materials or supplies are obtained from a DBE manufacturer.

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- Sixty percent (60%) counts if the materials or supplies are purchased from a DBE regular dealer.

- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONTRACTORS who enter into a federally-funded agreement will assist the COUNTY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE contractor or subcontractors shall be in accordance with information contained in Exhibit 10-02: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

C. CONTRACTOR can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONTRACTOR must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONTRACTOR has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance Under 49 CFR 26.13(b)
CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONTRACTOR shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the CONTRACTOR from future proposing as non-responsible

E. Termination and Replacement of DBE Subcontractors
CONTRACTOR shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONTRACTOR or DBE Subcontractor obtains the COUNTY's written consent. CONTRACTOR shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

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Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the COUNTY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.

3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.

7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.

8. Listed DBE voluntarily withdraws with written notice from the AGREEMENT.

9. Listed DBE is ineligible to receive credit for the type of work required.

10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the AGREEMENT.

11. The COUNTY determines other documented good cause.

CONTRACTOR must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONTRACTOR's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the COUNTY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONTRACTOR and the COUNTY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, CONTRACTOR may move forward with the request as if the DBE had agreed to CONTRACTOR's written notice.

3. Submit CONTRACTOR's DBE termination request by written letter to the COUNTY and include:
   - One or more above listed justifiable reasons along with supporting documentation.
   - CONTRACTOR's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONTRACTOR's written notice.

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- The DBE's response to CONTRACTOR's written notice, if received. If a written response was not provided, provide a statement to that effect.

The COUNTY shall respond in writing to CONTRACTOR's DBE termination request within five (5) business days.

Replacement of DBE Subcontractors

After receiving the COUNTY'S written authorization of DBE termination request, CONTRACTOR must obtain the COUNTY'S written agreement for DBE replacement. CONTRACTOR must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the COUNTY which must include:
   a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
   b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
      - Description of scope of work and cost proposal
      - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
      - Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONTRACTOR has not identified a DBE replacement firm, submits documentation of CONTRACTOR's GFEs to use DBE replacement firms within seven (7) days of COUNTY's authorization to terminate the DBE. CONTRACTOR may request the COUNTY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
   - Search results of certified DBEs available to perform the original DBE work identified and or other work CONTRACTOR had intended to self-perform, to the extent needed to meet DBE commitment
   - Solicitations of DBEs for performance of work identified
   - Correspondence with interested DBEs that may have included contract details and requirements
   - Negotiation efforts with DBEs that reflect why an agreement was not reached
   - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
   - Copies of each DBE's and non-DBE's price quotes for work identified, as the COUNTY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
   - Additional documentation that supports CONTRACTOR's GFE

The COUNTY shall respond in writing to CONTRACTOR's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The COUNTY shall request CONTRACTOR to:

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1. Notify the COUNTY's Contract Administrator or designated representative of any changes to its anticipated DBE participation

2. Provide this notification before starting the affected work

3. Maintain records including:
   - Name and business address of each First-Tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONTRACTOR is a DBE CONTRACTOR, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONTRACTOR in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONTRACTOR in writing of the certification date. CONTRACTOR shall submit the notifications to the COUNTY. On work completion, CONTRACTOR shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the COUNTY within thirty (30) days of contract acceptance.

Upon work completion, CONTRACTOR shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within ninety (90) days of AGREEMENT acceptance. The COUNTY will withhold ten thousand dollars ($10,000) until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

In the COUNTY's reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

G. COMMERCIALLY USEFUL FUNCTION

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable), and paying for the material itself.

CONTRACTOR must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONTRACTOR must provide written notification to the COUNTY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the AGREEMENT. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

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Within 10 days of a DBE initially performing work or supplying materials on the AGREEMENT, CONTRACTOR shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONTRACTOR must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the AGREEMENT t using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONTRACTOR must submit to the COUNTY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONTRACTOR must notify the COUNTY immediately if they believe the DBE may not be performing a CUF.

The COUNTY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional COUNTY evaluations. The COUNTY must evaluate DBEs and their CUF performance throughout the duration of the AGREEMENT. The COUNTY will provide written notice to the CONTRACTOR and the DBE at least two (2) business days prior to any evaluation. The CONTRACTOR and the DBE must participate in the evaluation. Upon completing the evaluation, the COUNTY must share the evaluation results with the CONTRACTOR and the DBE. An evaluation could include items that must be remedied upon receipt. If the COUNTY determines the DBE is not performing a CUF, the CONTRACTOR must suspend performance of the noncompliant work.

CONTRACTOR and DBEs must submit any additional CUF related records and documents within five (5) business days of COUNTY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONTRACTOR and/or the COUNTY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONTRACTOR must immediately suspend performance of the noncompliant portion of the work. COUNTY may deny payment for the noncompliant portion of the work. COUNTY will ask the CONTRACTOR to submit a Corrective Action Plan (CAP) to the COUNTY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONTRACTOR will correct the noncompliance findings for the remaining portion of the DBE's work. COUNTY has five (5) days to review the CAP in conjunction with the CONTRACTOR's review. The CONTRACTOR must implement the CAP within five (5) days

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of the COUNTY's approval. The COUNTY will then authorize the prior noncompliant portion of work for the DBE's committed work.
If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the AGREEMENT, CONTRACTOR may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subcontractor is decertified during the life of the AGREEMENT, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the AGREEMENT, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime CONTRACTOR must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONTRACTOR must now submit Exhibit 9-P to the COUNTY administering the contract. If the CONTRACTOR does not make any payments to subcontractors, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

Article XIX Insurance

(Choose either Option 1 or Option 2)

☐ (Option 1 – For AGREEMENT with a scope of services that may require the CONTRACTOR or subcontractor to work within the operating state or County Highway Right of Way; where there would be exposure to public traffic or construction operations.)

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A. Prior to commencement of the work described herein, CONTRACTOR shall furnish COUNTY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONTRACTOR with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to COUNTY.
2. That COUNTY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That COUNTY will not be responsible for any premiums or assessments on the policy.

C. CONTRACTOR agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONTRACTOR agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

☐ (Option 2 – For AGREEMENTS with a scope of services that will not require the Contractor or subcontractor to work within the operating State or County Highway Right of Way where there would be exposure to public traffic or construction Contractor operations.)
CONTRACTOR is not required to show evidence of general comprehensive liability insurance.

Article XX Funding Requirements

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENTs were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. COUNTY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

Article XXI Change in Terms

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONTRACTOR shall only commence work covered by an amendment after the amendment is

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executed and notification to proceed has been provided by COUNTY's Contract Administrator.

C. There shall be no change in CONTRACTOR's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by COUNTY's Contract Administrator.

Article XXI Contingent Fee

CONTRACTOR warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Article XXII Disputes

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

(Choose either Option 1 or Option 2)

☐ (Option 1- Use paragraphs A through C below for all AGREEMENTs without PS&E submittal)

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and _____, who may consider written or verbal information submitted by CONTRACTOR.

B. Not later than thirty (30) calendar days after completion of all work under the contract, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONTRACTOR from full and timely performance in accordance with the terms of this AGREEMENT.

☐ (Option 2 – Replace Paragraph B, above, with the following for AGREEMENTS requiring the submission of PS&E)

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Article XXIV Inspection of Work

CONTRACTOR and any subcontractor shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

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Article XXV Safety

A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

(Add the following paragraph to all AGREEMENTS which may require trenching of five (5) feet or deeper)

D. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

Article XXVI Ownership of Data

A. It is mutually agreed that all materials prepared by CONTRACTOR under this AGREEMENT shall become the property of COUNTY, and CONTRACTOR shall have no property right therein whatsoever. Immediately upon termination, COUNTY shall be entitled to, and CONTRACTOR shall deliver to COUNTY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONTRACTOR in performing this AGREEMENT which is not CONTRACTOR's privileged information, as defined by law, or CONTRACTOR's personnel information, along with all other property belonging exclusively to COUNTY which is in CONTRACTOR's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by COUNTY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONTRACTOR hereunder to be work made for hire. CONTRACTOR acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.

C. Nothing herein shall constitute or be construed to be any representation by CONTRACTOR that the work product is suitable in any way for any other project except the one detailed in this AGREEMENT. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 -Patent Rights under Government Contracts for

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federal-aid contracts).

E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

Article XXVII Claims Filed by County's Construction Contractor

A. If claims are filed by COUNTY's construction contractor relating to work performed by CONTRACTOR's personnel, and additional information or assistance from CONTRACTOR's personnel is required in order to evaluate or defend against such claims; CONTRACTOR agrees to make its personnel available for consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONTRACTOR's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONTRACTOR's personnel services under this AGREEMENT.

C. Services of CONTRACTOR's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

Article XXVIII Confidentiality of Data

A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONTRACTOR in order to carry out this AGREEMENT, shall be protected by CONTRACTOR from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the AGREEMENT, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.

C. CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from a Legislative committee.

D. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.

E. Any sub agreement entered into as a result of this AGREEMENT shall contain all of the provisions of this Article.

(For PS&E contracts, add paragraph F below, to paragraphs A through E above)

F. All information related to the construction estimate is confidential and shall not be disclosed by CONTRACTOR to any entity other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONTRACTOR pursuant to performance of this AGREEMENT are

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confidential and CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONTRACTOR or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this AGREEMENT, COUNTY has the right to reimbursement and indemnity from CONTRACTOR for any damages caused by CONTRACTOR releasing the information, including, but not limited to, COUNTY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

Article XXIX National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two (2)-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

Article XXX Evaluation of Contractor

CONTRACTOR's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONTRACTOR for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

Article XXXI Prompt Payment

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONTRACTOR

The COUNTY shall make all project progress payments within 30 days after receipt of an undisputed and properly submitted payment request from CONTRACTOR. If COUNTY fails to pay promptly, the COUNTY shall pay interest to the CONTRACTOR, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the COUNTY shall act in accordance with both of the following:

(1) The COUNTY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The COUNTY must return any payment request deemed improper by the COUNTY to the CONTRACTOR as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONTRACTOR must now submit Exhibit 9-P to the COUNTY administering the AGREEMENT by the 15th of the month following the month of any payment(s). If the CONTRACTOR does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The COUNTY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The COUNTY must email a copy of Exhibit 9-P to dbe.forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONTRACTOR.

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ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A-E of the TITLE VI ASSURANCES

[The United States (US) Department of Transportation (DOT) Order No. 1050.2A requires all federal-aid DOT contracts between an agency and a CONTRACTOR to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the CONTRACTOR must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the AGREEMENT.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the US effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]

APPENDIX A

During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the US DOT as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the US DOT in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, US DOT, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the US DOT pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the US DOT in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

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TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US DOT, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the US DOT, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the US DOT and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a US DOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

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C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THEACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this AGREEMENT, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

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- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex.
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27.
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age).
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONTRACTOR:_____
_____, Project Manager
_____

COUNTY: _____
_____, Contract Administrator
_____

ARTICLE XXXIII AGREEMENT

The two (2) parties to this AGREEMENT, who are the before named CONTRACTOR and the COUNTY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two (2) parties. Both of these parties for and in consideration of the

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payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

COUNTY	CONTRACTOR
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
_____	_____
Date	Date

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CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL FORMS

The following forms can be viewed and downloaded in fillable format at: https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms.

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EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*			$	$
(Sr. Civil Engineer)			$	$
(Envir. Scientist)			$	$
(Inspector)**			$	$

LABOR COSTS

a) Subtotal Direct Labor Costs $ _____

b) Anticipated Salary Increases (see page 2 for calculation) $ _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **$** _____

INDIRECT COSTS

d) Fringe Benefits (Rate: _____%) e) Total Fringe Benefits [(c) x (d)] $ _____

f) Overhead (Rate: _____%) g) Overhead [(c) x (f)] $ _____

h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] $ _____

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] **$** _____

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee _____%] **$** _____

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			$	$
Equipment Rental and Supplies			$	$
Permit Fees			$	$
Plan Sheets			$	$
Test			$	$

l) **TOTAL OTHER DIRECT COSTS** $ _____

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: $ _____

Subconsultant 2: $ _____

Subconsultant 3: $ _____

Subconsultant 4: $ _____

m) **TOTAL SUBCONSULTANTS' COSTS** $ _____

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] $ _____

TOTAL COST [(c) + (j) + (k) + (n)] $ _____

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$250,000.00	5000	=	$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$50.00	+	2%	=	$51.00	Year 2 Avg Hourly Rate
Year 2	$51.00	+	2%	=	$52.02	Year 3 Avg Hourly Rate
Year 3	$52.02	+	2%	=	$53.06	Year 4 Avg Hourly Rate
Year 4	$53.06	+	2%	=	$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$50.00	*	1000	=	$50,000.00	Estimated Hours Year 1
Year 2	$51.00	*	2000	=	$102,000.00	Estimated Hours Year 2
Year 3	$52.02	*	750	=	$39,015.00	Estimated Hours Year 3
Year 4	$53.06	*	750	=	$39,795.30	Estimated Hours Year 4
Year 5	$54.12	*	500	=	$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$257,871.10	
	Direct Labor Subtotal before Escalation			=	$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	**$7,871.10**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

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EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the Consultant is providing under the proposed contract:

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount $_____ Date _____

For Combined Rate				
	Fringe Benefit %	+ General &Administrative %	=	Combined ICR%
OR				
For Home Office Rate				
	Fringe Benefit %	+ General &Administrative %	=	Home Office ICR%
For Field Office Rate				
	Fringe Benefit %	+ General &Administrative %	=	Field Office ICR%

Fee	=	%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT (1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual **or** Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
John Doe – Project Manager *	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Civil Engineer II	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Sue Jones – Construction	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Engineer/Inspector	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
Engineer I	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Buddy Black – Claims Engineer	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Engineer III	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Land Surveyor **	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		$00 - $00
	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	$00 - $00
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	$00 - $00
Technician	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		$00 - $00
	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	$00 - $00
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	$00 - $00

(Add pages as necessary)

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NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ ☐ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs			$	$
Equipment Rental and Supplies			$	$
Permit Fees			$	$
Plan Sheets			$	$
Test			$	$
Vehicle			$	$
Subconsultant 1:				$
Subconsultant 2:				$
Subconsultant 3:				$
Subconsultant 4:				$
Subconsultant 5:				$

Note: Add additional pages if necessary.

NOTES:
1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the Consultant is providing under the proposed contract:

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EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS

(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:
(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)
Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate ($)	Total ($)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
ODC Example: Travel/Mileage Costs			$	$
ODC Example: Mobilization/De-mobilization			$	$
ODC Example: Supplies/Consumables			$	$
ODC Example: Report			$	$
ODC (List more ODCs as applicable)			$	$
Subconsultant 1:				$
Subconsultant 2:				$
Subconsultant 3:				$
Subconsultant 4:				$
Subconsultant 5:				$

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK **$_____**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

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EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the Consultant is providing under the proposed contract:

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EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ **% OR**

Home Office Rate_____% and Field Office Rate (if applicable)_____%

Facilities Capital Cost of Money_____% (if applicable)

Fiscal period *_____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

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accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $_____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is_____.
- Years of consultant's experience with 48 CFR Part 31 is_____.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit ☐ Local Gov't ICR Audit ☐ Caltrans ICR Audit
☐ CPA ICR Audit ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**:_____ Title**:_____

Signature:_____ Date of Certification (mm/dd/yyyy):_____

Email**:_____ Phone Number**:_____

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

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Reset Form

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %

Local Agency to Complete this Section		
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____ _____ _____	**11. TOTAL CLAIMED DBE PARTICIPATION**	**%**
	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. DBE % - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. Total Claimed DBE Participation % - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
18. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
19. Proposed Contract Execution Date - Enter the proposed contract execution date.
20. Consultant's Ranking after Evaluation – Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

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EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount

Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____		14. TOTAL CLAIMED DBE PARTICIPATION	$ %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature	16. Date
25. Local Agency Representative's Name	26. Phone	17. Preparer's Name	18. Phone
27. Local Agency Representative's Title		19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. Project Location - Enter the project location as it appears on the project advertisement.
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Total Contract Award Amount - Enter the total contract award dollar amount for the prime consultant.
8. Total Dollar Amount for ALL Subconsultants – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. Total number of ALL subconsultants – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
22. Contract Execution Date - Enter the date the contract was executed.
23. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity
☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes ☐ No ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

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INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

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LOCAL ASSISTANCE PROCEDURES MANUAL
EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE
Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The County of Monterey established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts withing five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even in the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

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C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

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EXHIBIT C – INCORPORATION OF RFQ #10914, ADDENDUM NO. 1 TO RFQ #10914 AND STATEMENT OF QUALIFICATIONS DOCUMENTS

The County of Monterey invited submittals to Request for Qualifications (RFQ) through RFQ #10914, On-Call Construction Management Services for Various Construction Projects located in the County of Monterey, California. MNS Engineers, Inc. submitted a responsive and responsible Statement of Qualifications to perform the services listed in RFQ #10914.

RFQ #10914, Addendum No. 1 to RFQ #10914, and the Statement of Qualifications submitted by MNS Engineers, Inc., on file with the Department of Public Works, Facilities and Parks, are hereby incorporated into the Agreement by this reference.

Attachment D

Docusign Envelope ID: 795FBEDD-3773-4B8B-877F-40CE6B5FD39F

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
TRC Engineers, Inc.,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide on-call construction management services for various construction projects located in the County of Monterey, Request for Qualifications (RFQ) #10914.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **$** 3,000,000.

3. **TERM OF AGREEMENT.** The term of this Agreement is from November 21, 2025 **to** November 20, 2030, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A	**Scope of Services/Payment Provisions**
Exhibit B	Federal Provisions
Exhibit C	Incorporation of RFQ #10914, Addendum No. 1 to RFQ #10914, and Statement of Qualifications, on file with the County of Monterey, Department of Public Works, Facilities and Parks (PWFP)

DS DS
MC 11/4/2025 | 10:26 AM PST MGP 11/4/2025 | 4:54 PM PS
Contractor's Initials Date
GR 11/4/2025 | 4:38 PM PST
Contractor's Initials Date

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County. consistent with the degree of professional skill and care exercised by similar professionals on projects of similar scope, nature and complexity in line with industry standards and practice and in accordance with generally accepted engineering, environmental, and/or construction practices in effect at the time the services are rendered

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed published by a governmental or quasi-governmental agency and in place at the time the work is performed

DS
MC 11/4/2025 | 10:26 AM PST
Contractor's Initials Date
GR 11/4/2025 | 4:38 PM PST DS MGP 11/4/2025 | 4:54 PM PST
Contractor's Initials Date

Docusign Envelope ID: 795FBEDD-3773-4B8B-877F-40CE6B5FD39F

under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions

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shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:
CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

9. INSURANCE.

9.01 Evidence of Coverage:
Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers:
All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VII, according to the current A.M.

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Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

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If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. **RECORDS AND CONFIDENTIALITY.**

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **COMPLIANCE WITH APPLICABLE LAWS.**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

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13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

15. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's Contract Administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Dalia Mariscal-Martinez, Management Analyst III	Michael Couacaud, PE, Vice President
Name and Title	Name and Title
1441 Schilling Place, 2nd Floor Salinas, California 93901	1850 Gateway Boulevard, Suite 1075 Concord, California 94520
Address	Address
(831) 755-8966	(415) 725-3903
Phone	Phone

16. **MISCELLANEOUS PROVISIONS.**

16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

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16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

16.11 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.14 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

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16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.16 Independent Contractor Compliance with Government Code Section 1097.6 (c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

17. **CONSENT TO USE OF ELECTRONIC SIGNATURES**.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq*.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Chief Contracts & Procurement Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Mary Grace Perry, Deputy County Counsel
76A18B9BA72D498... County Counsel

Date: 11/4/2025 | 4:54 PM PST

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz
E79EF64E57454F6... Auditor/Controller

Date: 11/5/2025 | 9:52 AM PST

Reviewed as to Liability Provisions
Office of the County Counsel-RiskManagement[3]

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

TRC Engineers, Inc.
Contractor's Business Name*

By: DocuSigned by: Michael Couacaud
FDCC8558BE1D4E5...
(Signature of Chair, President, or Vice-President)*

Michael Couacaud, Vice President
Name and Title

Date: 11/4/2025 | 10:26 AM PST

By: Signed by: Grant Ratkovic
0FC2... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Grant J. Ratkovic, Assistant Secretary
Name and Title

Date: 11/4/2025 | 4:38 PM PST

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code § 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1]Approval by the Office of County Counsel is required.
[2]Approval by Auditor/Controller is required.
[3]Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
TRC Engineers, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 CONTRACTOR's Minimum Work Performance Percentage: CONTRACTOR shall perform with their own organization Agreement work amounting to not less than fifty percent (50%) of the original total Agreement price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of County.

A.1.2 The scope of services includes in general construction management and engineering inspection services for various construction projects within the County. The construction projects include the repair and upgrade of existing roadways, drainage facilities, and traffic control devices.

A.1.3 The broad scope requires a diversity of expertise and the ability to deal with a number of specialized construction contract issues. Of particular concern are the qualifications and experience of the individual(s) who will be directly involved in the project(s), as they relate to the California Department of Transportation (Caltrans).

A.1.4 The construction management effort shall include, but not be limited to, the following services and requirements:

Contract Administration:
Provide overall coordination of construction management services, including supervision of contract administration, labor compliance, Disadvantaged Business Enterprise (DBE) programs, field observations and outside services. Attend regularly scheduled project meetings with County or CONTRACTOR representatives to review the progress of the work, resolve field problems as they occur, and perform project related public relations with the public and outside agencies such as the United States Army Corps of Engineers (USACE) and the California Department of Fish and Wildlife (CDFW).

General Inspection:
Provide daily inspections and supervision of the work of the construction contractor's operations as construction progresses and promptly report and resolve problems regarding performance and/or conformity with the drawings and specifications, including contract administration and construction engineering of

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the assigned project. Assist County Resident Engineer in managing construction operations. In accordance with the State Standard Specifications and Special Provisions, ensure that all utility work is coordinated with the appropriate utility company and that all the appropriate permits and inspections are obtained for all items of work.

Change Orders:
In accordance with State Standard Specifications, Special Provisions, and County format, prepare, process, and make recommendations on change orders. County will approve all change orders which are acceptable to County.

Surveying:
Coordinate and supervise construction surveying and staking. Construction staking is to be included in the services provided by CONTRACTOR.

Material Testing:
Coordinate, interpret, certify, and supervise all required soils and material tests in accordance with Caltrans test methods and Standard Specifications. CONTRACTOR shall provide County with a Caltrans certified material testing company to provide material testing services per Caltrans Standard Specifications.

Test Data:
Review and approve copies of certificates of compliance, independent testing laboratory reports, and manufacturer's shop or mill tests to ensure conformance with contract specifications.

Plan Interpretation:
With the assistance of County Resident Engineer, as needed, to interpret the intent of the plans and specifications to protect County against defects and deficiencies in construction on the part of the construction contractor.

Pre-Construction Conference:
Assist in the pre-construction meeting with construction contractor and other project participants. This discussion affords all the parties of the construction contract a common understanding of the proposed work and problems, and possible solutions that may be expected during the life of the construction contract. Labor compliance, equal employment opportunity, safety requirements, water pollution requirements, agreements, and permits shall also be discussed. Respond to questions construction contractor may have and address issues that need to be resolved before work commences.

Safety and Accidents:
Assume the duties of the Project Safety Coordinator. Ensure construction contractor complies with all safety orders, Federal and State, and permits through normal contract administration procedures. Document all incidents with

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photographs and written reports. Manage safety precautions through construction contractor for the public in construction areas.

Approval Schedule:
Prepare a schedule (using Microsoft Project) indicating all items that will be submitted by construction contractor for review and approval requiring action by County. Furnish appropriate forms, as necessary, and monitor the construction contractor's adherence to the schedule.

False Work and Shop Drawings:
Keep records, provide timely engineering review, and prepare written recommendations certifying the adequacy of construction contractor's submittal for false work as well as construction of false work. Coordinate, document, and make engineering recommendations in writing on approval of shop drawings. Final submittal approvals shall be made in consultation with County.

Progress Statements:
Prepare and provide monthly progress statements meeting County requirements including the following: monthly estimates on all items of work with source documents to verify progress payments. Submit weekly copies of daily diaries to County. Submit a copy of the baseline progress schedule and monthly updates as required by the Special Provisions.

Final Walk-through and Final Inspection:
Conduct project walk-through prior to completion of construction. Minutes of this walk-through shall be completed by CONTRACTOR and a copy shall be sent to County. The final walk-through list of attendees shall be coordinated with County. CONTRACTOR shall complete a final inspection of the project and complete the required Final Report forms.

As-Built Plans:
Provide County with an electronic as-built plan file complete with redline changes or corrections. Such plans will be based upon information obtained from field measurements and observations made during project construction and approved contract change orders. The electronic signature and seal of the responsible Registered Resident Engineer or Construction Engineer will be placed in the file on Level 62 (refer to "Highway Design and Topography Information" on Page 2.5-2 of the *Caltrans Computer Aided Design & Drafting (CADD) User's Manual*).

Contract Records:
At the completion of the project, submit the original set of construction books to County cataloged in accordance with Chapter 5, Section 5-102, "Organization of Project Documents," of the *Caltrans Construction Manual* and as directed by County. These records shall include all correspondence, meeting minutes, photographs, agreements, hazardous waste material information and tests, labor

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compliance, contract administration forms, bridge work, diaries, contract item quantity documents, contract change orders, project status sheets, project record-estimate and project status, disputes, project completion documents, etc.

A.1.5 Services shall be provided on an on-call basis. County shall contact CONTRACTOR with regards to an individual task and/or project. CONTRACTOR shall then submit a detailed proposal that shall include at minimum assigned CONTRACTOR staff, relevant task, deliverables, schedule, and cost.

A.1.6 The exact scope for construction management services will be determined prior to a notice to proceed for a specific task and/or project. County may negotiate the scope and cost of the proposal prior to issuance of the notice to proceed. County has the right to reject any submitted proposal.

A.1.7 CONTRACTOR shall advocate for County and ensure the project produced is in the best interest of County. CONTRACTOR shall deliver products on or ahead of the required schedule and within budget.

A.1.8 All work shall be performed in conformance with all applicable County, State and Federal laws relevant to the specific project scope.

A.1.9 In compliance with RFQ #10914, if the project for which CONTRACTOR is ultimately hired for is funded with Federal Highway Administration (FHWA) funds, CONTRACTOR will be required to comply with Federal Provisions. Caltrans Local Assistance Procedures Manual (LAPM), Federal Provisions in Exhibit B, attached hereto and incorporated by reference, shall be completed separately for each individual project by CONTRACTOR and submitted to County for approval prior to County issuing CONTRACTOR with a notice to proceed for the project.

A.1.10 County will issue CONTRACTOR a Delivery Order (DO) number for each individual task and/or project in the amount agreed upon by both parties and after County provides a notice to proceed. DO numbers for each task and/or project will close at the end of each fiscal year (July 1–June 30) and, if necessary, may be reissued at the start of the following fiscal year to allow completion of the task and/or project. The CONTRACTOR should note that County DO numbers change with each fiscal year; therefore, the DO number assigned to a task and/or project may differ from its start to its completion.

A.2 CONTRACTOR shall produce all deliverables (e.g., written reports, installed products, etc.) associated with the assigned task(s) by the deadline specified by the County.

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B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$3,000,000**, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the rates as included in this Exhibit A and in accordance with the following terms:

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at https://www.countyofmonterey.gov/home/showdocument?id=69364. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

County and CONTRACTOR agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars ($1,000).

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by RFQ #10914 may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:
http://www.dir.ca.gov/public-works/prevailing-wage.html.

Travel expenses for federally funded projects shall be reimbursed in accordance with California Department of Human Resources' (CalHR) rates https://hrmanual.calhr.ca.gov/home/manualitem/1/2201.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Agreement's Multi-Year Agreement (MYA) number and associated DO number, services and/or project name, County Project Manager, and an original hardcopy

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shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov with a copy to goetzj@countyofmonterey.gov:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

MONTEREY COUNTY | ON-CALL CONSTRUCTION SUPPORT SERVICES for County of Monterey Construction Projects

EXHIBIT 10-H2 COST PROPOSAL | SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant **TRC Engineers, Inc.** [X] Prime Consultant [ ] Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount $ _____ Date 10/24/2025

For Combined Rate									
Fringe Benefit %		+	Overhead %		+	General Administration %		=	Combined ICR %	
OR										
For Home Office Rate										
Fringe Benefit %	51.19%	+	Overhead %	116.95%	+	General Administration %	0.00%	=	Home Office ICR %	168.14%
For Field Office Rate										
Fringe Benefit %	51.19%	+	Overhead %	87.16%	+	General Administration %	0.00%	=	Field Office ICR %	138.35%

FEE % 10.0%
Escalation % = 3.0%
FCCM Fee: 0.411%

BILLING INFORMATION CALCULATION INFORMATION

Name/Job Title/Classification[1]		Hourly Billing Rates[3] Straight	OT (1.5x)	OT (2x)	Effective date of hourly rate		Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
*Leaman, Lincoln, PE, QSD	Field	350.99	NC	NC	11/21/2025	11/20/2026	133.66		Not Applicable
Principal-In-Charge		361.52	NC	NC	11/21/2026	11/20/2027	137.67	3.0%	
		372.36	NC	NC	11/21/2027	11/20/2028	141.80	3.0%	
Exempt - Billable over 40		383.53	NC	NC	11/21/2028	11/20/2029	146.05	3.0%	
Non-Prevailing Wage		395.04	NC	NC	11/21/2029	11/20/2030	150.44	3.0%	
*Michael Couacaud, PE	Field	350.99	NC	NC	11/21/2025	11/20/2026	133.66		Not Applicable
Project Manager		361.52	NC	NC	11/21/2026	11/20/2027	137.67	3.0%	
		372.36	NC	NC	11/21/2027	11/20/2028	141.80	3.0%	
Exempt - Billable over 40		383.52	NC	NC	11/21/2028	11/20/2029	146.05	3.0%	
Non-Prevailing Wage		395.02	NC	NC	11/21/2029	11/20/2030	150.43	3.0%	
*Pavitra Rammohan, PE	Field	350.99	NC	NC	11/21/2025	11/20/2026	133.66		Not Applicable
Deputy Project Manager / Resident Engineer		361.52	NC	NC	11/21/2026	11/20/2027	137.67	3.0%	
		372.36	NC	NC	11/21/2027	11/20/2028	141.80	3.0%	
Exempt - Billable over 40		383.52	NC	NC	11/21/2028	11/20/2029	146.05	3.0%	
Non-Prevailing Wage		395.02	NC	NC	11/21/2029	11/20/2030	150.43	3.0%	
Gareth Gill, PE	Field	211.81	NC	NC	11/21/2025	11/20/2026	80.66		Not Applicable
Resident Engineer		218.16	NC	NC	11/21/2026	11/20/2027	83.08	3.0%	
		224.70	NC	NC	11/21/2027	11/20/2028	85.57	3.0%	
Exempt - Billable over 40		231.45	NC	NC	11/21/2028	11/20/2029	88.14	3.0%	
Non-Prevailing Wage		238.38	NC	NC	11/21/2029	11/20/2030	90.78	3.0%	
Fernando Abela, PE	Field	257.34	306.94	356.15	11/21/2025	11/20/2026	98.00		Not Applicable
Resident Engineer		265.06	316.15	366.83	11/21/2026	11/20/2027	100.94	3.0%	
		273.02	325.65	377.84	11/21/2027	11/20/2028	103.97	3.0%	
Non-Exempt - Full Time		281.21	335.42	389.18	11/21/2028	11/20/2029	107.09	3.0%	
Non-Prevailing Wage		289.64	345.47	400.85	11/21/2029	11/20/2030	110.30	3.0%	
Mo Shokrollahi, PE	Field	288.85	344.53	399.75	11/21/2025	11/20/2026	110.00		Not Applicable
Resident Engineer		297.53	354.88	411.76	11/21/2026	11/20/2027	113.30	3.0%	
		306.45	365.52	424.11	11/21/2027	11/20/2028	116.70	3.0%	
Non-Exempt - Full Time		315.64	376.48	436.83	11/21/2028	11/20/2029	120.20	3.0%	
Non-Prevailing Wage		325.12	387.79	449.95	11/21/2029	11/20/2030	123.81	3.0%	
Raphael Garcia, PLA, PMP	Field	341.37	NC	NC	11/21/2025	11/20/2026	130.00		Not Applicable
Resident Engineer		351.62	NC	NC	11/21/2026	11/20/2027	133.90	3.0%	
		362.18	NC	NC	11/21/2027	11/20/2028	137.92	3.0%	
Exempt - Billable over 40		373.04	NC	NC	11/21/2028	11/20/2029	142.06	3.0%	
Non-Prevailing Wage		384.23	NC	NC	11/21/2029	11/20/2030	146.32	3.0%	
Olubenga "Benga" Olayomi	Field	256.95	NC	NC	11/21/2025	11/20/2026	97.85		Not Applicable
Resident Engineer		264.67	NC	NC	11/21/2026	11/20/2027	100.79	3.0%	
		272.60	NC	NC	11/21/2027	11/20/2028	103.81	3.0%	
Exempt - Billable over 40		280.77	NC	NC	11/21/2028	11/20/2029	106.92	3.0%	
Non-Prevailing Wage		289.19	NC	NC	11/21/2029	11/20/2030	110.13	3.0%	
Dustin Rath, PE, GE, QSD/P, CCM	Field	302.80	NC	NC	11/21/2025	11/20/2026	115.31		Not Applicable
Resident Engineer		311.89	NC	NC	11/21/2026	11/20/2027	118.77	3.0%	
		321.23	NC	NC	11/21/2027	11/20/2028	122.33	3.0%	
Exempt - Billable over 40		330.87	NC	NC	11/21/2028	11/20/2029	126.00	3.0%	
Non-Prevailing Wage		340.79	NC	NC	11/21/2029	11/20/2030	129.78	3.0%	
Albert Williamson, PE	Field	195.24	232.88	270.20	11/21/2025	11/20/2026	74.35		Not Applicable
Resident Engineer		201.09	239.85	278.30	11/21/2026	11/20/2027	76.58	3.0%	
		207.13	247.06	286.66	11/21/2027	11/20/2028	78.88	3.0%	
Non-Exempt - Full Time		213.36	254.49	295.28	11/21/2028	11/20/2029	81.25	3.0%	
Non-Prevailing Wage		219.76	262.13	304.14	11/21/2029	11/20/2030	83.69	3.0%	
Kirk Brandt	Field	301.98	NC	NC	11/21/2025	11/20/2026	115.00		Not Applicable
Resident Engineer		311.05	NC	NC	11/21/2026	11/20/2027	118.45	3.0%	
		320.37	NC	NC	11/21/2027	11/20/2028	122.00	3.0%	
Exempt - Billable over 40		329.98	NC	NC	11/21/2028	11/20/2029	125.66	3.0%	
Non-Prevailing Wage		339.88	NC	NC	11/21/2029	11/20/2030	129.43	3.0%	
Jaswinder "Jesse" Sandhu, PE	Field	292.25	348.59	404.45	11/21/2025	11/20/2026	111.29		Not Applicable
Resident Engineer		301.01	359.04	416.58	11/21/2026	11/20/2027	114.63	3.0%	
		310.05	369.82	429.09	11/21/2027	11/20/2028	118.07	3.0%	
Non-Exempt - Full Time		319.34	380.90	441.95	11/21/2028	11/20/2029	121.61	3.0%	
Non-Prevailing Wage		328.92	392.32	455.21	11/21/2029	11/20/2030	125.26	3.0%	

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Name/Job Title/Classification[1]		Hourly Billing Rates[3] Straight	OT (1.5x)	OT (2x)	Effective date of hourly rate		Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Cory McDaniel	Field	262.60	313.22	363.42	11/21/2025	11/20/2026	100.00		Not Applicable
Resident Engineer		270.47	322.60	374.32	11/21/2026	11/20/2027	103.00	3.0%	
		278.59	332.29	385.55	11/21/2027	11/20/2028	106.09	3.0%	
Non-Exempt - Full Time		286.94	342.25	397.11	11/21/2028	11/20/2029	109.27	3.0%	
Non-Prevailing Wage		295.55	352.52	409.03	11/21/2029	11/20/2030	112.55	3.0%	
Ravin Maru, PE	Field	210.97	251.64	291.97	11/21/2025	11/20/2026	80.34		Not Applicable
Resident Engineer		217.30	259.19	300.73	11/21/2026	11/20/2027	82.75	3.0%	
		223.81	266.96	309.74	11/21/2027	11/20/2028	85.23	3.0%	
Non-Exempt - Full Time		230.53	274.97	319.04	11/21/2028	11/20/2029	87.79	3.0%	
Non-Prevailing Wage		237.44	283.21	328.60	11/21/2029	11/20/2030	90.42	3.0%	
David Sluga, PE, QSD/P, ToR	Field	221.97	264.76	307.19	11/21/2025	11/20/2026	84.53		Not Applicable
Resident Engineer		228.64	272.72	316.43	11/21/2026	11/20/2027	87.07	3.0%	
		235.50	280.89	325.92	11/21/2027	11/20/2028	89.68	3.0%	
Non-Exempt - Full Time		242.56	289.32	335.69	11/21/2028	11/20/2029	92.37	3.0%	
Non-Prevailing Wage		249.83	297.99	345.75	11/21/2029	11/20/2030	95.14	3.0%	
Ken Strauss, PE	Field	275.72	328.87	381.58	11/21/2025	11/20/2026	105.00		Not Applicable
Resident Engineer		283.99	338.74	393.03	11/21/2026	11/20/2027	108.15	3.0%	
		292.51	348.90	404.82	11/21/2027	11/20/2028	111.39	3.0%	
Non-Exempt - Full Time		301.27	359.35	416.94	11/21/2028	11/20/2029	114.73	3.0%	
Non-Prevailing Wage		310.31	370.13	429.45	11/21/2029	11/20/2030	118.17	3.0%	
George Valuska, PE	Field	269.95	321.98	373.60	11/21/2025	11/20/2026	102.80		Not Applicable
Resident Engineer		278.04	331.63	384.79	11/21/2026	11/20/2027	105.88	3.0%	
		286.39	341.59	396.35	11/21/2027	11/20/2028	109.06	3.0%	
Non-Exempt - Full Time		294.97	351.83	408.22	11/21/2028	11/20/2029	112.33	3.0%	
Non-Prevailing Wage		303.83	362.39	420.48	11/21/2029	11/20/2030	115.70	3.0%	
Daniel Stewart	Field	199.39	229.20	258.71	11/21/2025	11/20/2026	76.05		Not Applicable
** Construction Inspector - Group 2		205.37	236.08	266.47	11/21/2026	11/20/2027	78.33	3.0%	
		211.53	243.16	274.47	11/21/2027	11/20/2028	80.68	3.0%	
Non-Exempt - Full Time		217.88	250.46	282.71	11/21/2028	11/20/2029	83.10	3.0%	
Prevailing Wage	DAY	224.40	257.97	291.17	11/21/2029	11/20/2030	85.59	3.0%	
Daniel Stewart	Field	218.66	252.20	285.39	11/21/2025	11/20/2026	83.40		Not Applicable
** Construction Inspector - Group 2		225.22	259.76	293.96	11/21/2026	11/20/2027	85.90	3.0%	
		231.98	267.56	302.78	11/21/2027	11/20/2028	88.48	3.0%	
Non-Exempt - Full Time		238.93	275.58	311.86	11/21/2028	11/20/2029	91.13	3.0%	
Prevailing Wage	NIGHT	246.09	283.85	321.21	11/21/2029	11/20/2030	93.86	3.0%	
Daniel Stewart	Field	167.14	199.36	231.31	11/21/2025	11/20/2026	63.65		Not Applicable
** Construction Inspector - Group 2		172.16	205.34	238.26	11/21/2026	11/20/2027	65.56	3.0%	
		177.33	211.52	245.42	11/21/2027	11/20/2028	67.53	3.0%	
Non-Exempt - Full Time		182.67	217.88	252.80	11/21/2028	11/20/2029	69.56	3.0%	
Non-Prevailing Wage		188.15	224.42	260.39	11/21/2029	11/20/2030	71.65	3.0%	
Alan Alvarez	Field	219.58	249.44	284.96	11/21/2025	11/20/2026	83.75		Not Applicable
** Construction Inspector - Group 2		226.16	256.91	293.51	11/21/2026	11/20/2027	86.26	3.0%	
		232.95	264.62	302.32	11/21/2027	11/20/2028	88.85	3.0%	
Non-Exempt - Full Time		239.95	272.57	311.40	11/21/2028	11/20/2029	91.52	3.0%	
Prevailing Wage	DAY	247.16	280.75	320.75	11/21/2029	11/20/2030	94.27	3.0%	
Alan Alvarez	Field	238.85	272.42	305.62	11/21/2025	11/20/2026	91.10		Not Applicable
** Construction Inspector - Group 2		246.01	280.59	314.79	11/21/2026	11/20/2027	93.83	3.0%	
		253.38	289.00	324.23	11/21/2027	11/20/2028	96.64	3.0%	
Non-Exempt - Full Time		260.98	297.67	333.95	11/21/2028	11/20/2029	99.54	3.0%	
Prevailing Wage	NIGHT	268.82	306.60	343.97	11/21/2029	11/20/2030	102.53	3.0%	
Alan Alvarez	Field	195.01	232.60	269.88	11/21/2025	11/20/2026	74.26		Not Applicable
** Construction Inspector - Group 2		200.86	239.58	277.98	11/21/2026	11/20/2027	76.49	3.0%	
		206.87	246.75	286.30	11/21/2027	11/20/2028	78.78	3.0%	
Non-Exempt - Full Time		213.07	254.14	294.88	11/21/2028	11/20/2029	81.14	3.0%	
Non-Prevailing Wage	NIGHT	219.45	261.76	303.71	11/21/2029	11/20/2030	83.57	3.0%	
Michael Harden	Field	180.23	210.02	240.86	11/21/2025	11/20/2026	68.74		Not Applicable
** Construction Inspector - Group 2		185.63	216.32	248.09	11/21/2026	11/20/2027	70.80	3.0%	
.		191.19	222.80	255.52	11/21/2027	11/20/2028	72.92	3.0%	
Non-Exempt - Full Time		196.93	229.48	263.19	11/21/2028	11/20/2029	75.11	3.0%	
Prevailing Wage	DAY	202.83	236.36	271.08	11/21/2029	11/20/2030	77.36	3.0%	
Michael Harden	Field	199.50	233.01	266.20	11/21/2025	11/20/2026	76.09		Not Applicable
** Construction Inspector - Group 2		205.47	239.98	274.18	11/21/2026	11/20/2027	78.37	3.0%	
.		211.64	247.19	282.41	11/21/2027	11/20/2028	80.72	3.0%	
Non-Exempt - Full Time		217.98	254.59	290.88	11/21/2028	11/20/2029	83.14	3.0%	
Prevailing Wage	NIGHT	224.51	262.22	299.60	11/21/2029	11/20/2030	85.63	3.0%	
Michael Harden	Field	169.16	201.77	234.11	11/21/2025	11/20/2026	64.42		Not Applicable
** Construction Inspector - Group 2		174.23	207.82	241.13	11/21/2026	11/20/2027	66.35	3.0%	
.		179.46	214.05	248.36	11/21/2027	11/20/2028	68.34	3.0%	
#REF!		184.84	220.47	255.81	11/21/2028	11/20/2029	70.39	3.0%	
Non-Prevailing Wage		190.38	227.08	263.48	11/21/2029	11/20/2030	72.50	3.0%	
Robert Pizarro	Field	191.16	220.97	250.47	11/21/2025	11/20/2026	72.91		Not Applicable
** Construction Inspector - Group 2		196.90	227.60	257.99	11/21/2026	11/20/2027	75.10	3.0%	
.		202.80	234.43	265.72	11/21/2027	11/20/2028	77.35	3.0%	
Non-Exempt - Full Time		208.88	241.46	273.69	11/21/2028	11/20/2029	79.67	3.0%	
Prevailing Wage (Jobsite)	DAY	215.15	248.70	281.91	11/21/2029	11/20/2030	82.06	3.0%	
Robert Pizarro	Field	210.43	243.96	277.15	11/21/2025	11/20/2026	80.26		Not Applicable
** Construction Inspector - Group 2		216.75	251.28	285.47	11/21/2026	11/20/2027	82.67	3.0%	
.		223.25	258.81	294.03	11/21/2027	11/20/2028	85.15	3.0%	
Non-Exempt - Full Time		229.94	266.58	302.85	11/21/2028	11/20/2029	87.70	3.0%	
Prevailing Wage (Jobsite)	NIGHT	236.83	274.56	311.93	11/21/2029	11/20/2030	90.33	3.0%	
Robert Pizarro	Field	162.28	193.56	224.59	11/21/2025	11/20/2026	61.80		Not Applicable
** Construction Inspector - Group 2		167.14	199.36	231.31	11/21/2026	11/20/2027	63.65	3.0%	
.		172.16	205.34	238.26	11/21/2027	11/20/2028	65.56	3.0%	
Non-Exempt - Full Time		177.33	211.52	245.42	11/21/2028	11/20/2029	67.53	3.0%	
Non-Prevailing Wage		182.67	217.88	252.80	11/21/2029	11/20/2030	69.56	3.0%	

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Name/Job Title/Classification[1]		Hourly Billing Rates[3] Straight	OT (1.5x)	OT (2x)	Effective date of hourly rate		Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Johnathan Erikson	Field	215.20	245.05	277.91	11/21/2025	11/20/2026	82.08		Not Applicable
** Construction Inspector - Group 2		221.65	252.39	286.25	11/21/2026	11/20/2027	84.54	3.0%	
.		228.31	259.97	294.85	11/21/2027	11/20/2028	87.08	3.0%	
Non-Exempt - Full Time		235.15	267.76	303.69	11/21/2028	11/20/2029	89.69	3.0%	
Prevailing Wage (Jobsite)	DAY	242.21	275.80	312.81	11/21/2029	11/20/2030	92.38	3.0%	
Johnathan Erikson	Field	234.47	268.03	301.23	11/21/2025	11/20/2026	89.43		Not Applicable
** Construction Inspector - Group 2		241.50	276.07	310.27	11/21/2026	11/20/2027	92.11	3.0%	
.		248.73	284.33	319.57	11/21/2027	11/20/2028	94.87	3.0%	
Non-Exempt - Full Time		256.21	292.88	329.17	11/21/2028	11/20/2029	97.72	3.0%	
Prevailing Wage (Jobsite)	NIGHT	263.89	301.67	339.04	11/21/2029	11/20/2030	100.65	3.0%	
Johnathan Erikson	Field	189.34	225.83	262.03	11/21/2025	11/20/2026	72.10		Not Applicable
** Construction Inspector - Group 2		195.01	232.60	269.88	11/21/2026	11/20/2027	74.26	3.0%	
.		200.86	239.58	277.98	11/21/2027	11/20/2028	76.49	3.0%	
Non-Exempt - Full Time		206.87	246.75	286.30	11/21/2028	11/20/2029	78.78	3.0%	
Non-Prevailing Wage		213.07	254.14	294.88	11/21/2029	11/20/2030	81.14	3.0%	
Mak Mo	Field	205.47	244.58	283.74	11/21/2025	11/20/2026	78.37		Not Applicable
** Construction Inspector - Group 2		211.64	251.93	292.26	11/21/2026	11/20/2027	80.72	3.0%	
.		217.98	259.48	301.02	11/21/2027	11/20/2028	83.14	3.0%	
Non-Exempt - Full Time		224.51	267.26	310.05	11/21/2028	11/20/2029	85.63	3.0%	
Prevailing Wage (Jobsite)	DAY	231.25	275.28	319.35	11/21/2029	11/20/2030	88.20	3.0%	
Mak Mo	Field	224.74	258.29	295.66	11/21/2025	11/20/2026	85.72		Not Applicable
** Construction Inspector - Group 2		231.48	266.03	304.53	11/21/2026	11/20/2027	88.29	3.0%	
.		238.43	274.02	313.67	11/21/2027	11/20/2028	90.94	3.0%	
Non-Exempt - Full Time		245.59	282.24	323.09	11/21/2028	11/20/2029	93.67	3.0%	
Prevailing Wage (Jobsite)	NIGHT	252.96	290.71	332.78	11/21/2029	11/20/2030	96.48	3.0%	
Mak Mo	Field	204.82	244.30	283.46	11/21/2025	11/20/2026	78.00		Not Applicable
** Construction Inspector - Group 2		210.97	251.64	291.97	11/21/2026	11/20/2027	80.34	3.0%	
.		217.30	259.19	300.73	11/21/2027	11/20/2028	82.75	3.0%	
Non-Exempt - Full Time		223.81	266.96	309.74	11/21/2028	11/20/2029	85.23	3.0%	
Non-Prevailing Wage		230.53	274.97	319.04	11/21/2029	11/20/2030	87.79	3.0%	
John Mountain	Field	210.35	240.19	272.84	11/21/2025	11/20/2026	80.23		Not Applicable
** Construction Inspector - Group 2		216.67	247.40	281.03	11/21/2026	11/20/2027	82.64	3.0%	
		223.17	254.83	289.46	11/21/2027	11/20/2028	85.12	3.0%	
Non-Exempt - Full Time		229.86	262.47	298.14	11/21/2028	11/20/2029	87.67	3.0%	
Prevailing Wage (Jobsite)	DAY	236.75	270.34	307.08	11/21/2029	11/20/2030	90.30	3.0%	
John Mountain	Field	229.62	263.19	296.37	11/21/2025	11/20/2026	87.58		Not Applicable
** Construction Inspector - Group 2		236.52	271.09	305.27	11/21/2026	11/20/2027	90.21	3.0%	
		243.62	279.23	314.43	11/21/2027	11/20/2028	92.92	3.0%	
Non-Exempt - Full Time		250.94	287.61	323.87	11/21/2028	11/20/2029	95.71	3.0%	
Prevailing Wage (Jobsite)	NIGHT	258.46	296.24	333.58	11/21/2029	11/20/2030	98.58	3.0%	
John Mountain	Field	186.62	222.60	258.27	11/21/2025	11/20/2026	71.07		Not Applicable
** Construction Inspector - Group 2		192.22	229.27	266.02	11/21/2026	11/20/2027	73.20	3.0%	
		198.00	236.16	274.02	11/21/2027	11/20/2028	75.40	3.0%	
Non-Exempt - Full Time		203.93	243.24	282.23	11/21/2028	11/20/2029	77.66	3.0%	
Non-Prevailing Wage		210.05	250.54	290.70	11/21/2029	11/20/2030	79.99	3.0%	
Andrew Nowshadi	Field	196.43	226.24	255.75	11/21/2025	11/20/2026	74.92		Not Applicable
** Construction Inspector - Group 2		202.33	233.03	263.43	11/21/2026	11/20/2027	77.17	3.0%	
.		208.41	240.02	271.33	11/21/2027	11/20/2028	79.49	3.0%	
Non-Exempt - Full Time		214.65	247.22	279.46	11/21/2028	11/20/2029	81.87	3.0%	
Prevailing Wage (Jobsite)	DAY	221.10	254.64	287.85	11/21/2029	11/20/2030	84.33	3.0%	
Andrew Nowshadi	Field	215.70	249.23	282.43	11/21/2025	11/20/2026	82.27		Not Applicable
** Construction Inspector - Group 2		222.18	256.72	290.91	11/21/2026	11/20/2027	84.74	3.0%	
.		228.84	264.41	299.64	11/21/2027	11/20/2028	87.28	3.0%	
Non-Exempt - Full Time		235.70	272.34	308.62	11/21/2028	11/20/2029	89.90	3.0%	
Prevailing Wage (Jobsite)	NIGHT	242.78	280.51	317.88	11/21/2029	11/20/2030	92.60	3.0%	
Andrew Nowshadi	Field	164.52	196.24	227.68	11/21/2025	11/20/2026	62.65		Not Applicable
** Construction Inspector - Group 2		169.46	202.13	234.52	11/21/2026	11/20/2027	64.53	3.0%	
.		174.54	208.19	241.56	11/21/2027	11/20/2028	66.47	3.0%	
Non-Exempt - Full Time		179.77	214.42	248.79	11/21/2028	11/20/2029	68.46	3.0%	
Non-Prevailing Wage		185.16	220.85	256.25	11/21/2029	11/20/2030	70.51	3.0%	
Julian Alvarez	Field	214.89	244.74	277.72	11/21/2025	11/20/2026	81.96		Not Applicable
** Construction Inspector - Group 2		221.34	252.08	286.06	11/21/2026	11/20/2027	84.42	3.0%	
		227.97	259.64	294.64	11/21/2027	11/20/2028	86.95	3.0%	
Non-Exempt		234.81	267.42	303.48	11/21/2028	11/20/2029	89.56	3.0%	
Prevailing Wage (Jobsite)	DAY	241.87	275.46	312.60	11/21/2029	11/20/2030	92.25	3.0%	
Julian Alvarez	Field	234.16	267.72	300.92	11/21/2025	11/20/2026	89.31		Not Applicable
** Construction Inspector - Group 2		241.18	275.75	309.94	11/21/2026	11/20/2027	91.99	3.0%	
		248.42	284.02	319.24	11/21/2027	11/20/2028	94.75	3.0%	
Non-Exempt		255.87	292.54	328.82	11/21/2028	11/20/2029	97.59	3.0%	
Prevailing Wage (Jobsite)	NIGHT	263.55	301.32	338.69	11/21/2029	11/20/2030	100.52	3.0%	
Julian Alvarez	Field	189.34	225.83	262.03	11/21/2025	11/20/2026	72.10		Not Applicable
** Construction Inspector - Group 2		195.01	232.60	269.88	11/21/2026	11/20/2027	74.26	3.0%	
		200.86	239.58	277.98	11/21/2027	11/20/2028	76.49	3.0%	
Non-Exempt		206.87	246.75	286.30	11/21/2028	11/20/2029	78.78	3.0%	
Non-Prevailing Wage		213.07	254.14	294.88	11/21/2029	11/20/2030	81.14	3.0%	

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Name/Job Title/Classification[1]		Hourly Billing Rates[3] Straight	OT (1.5x)	OT (2x)	Effective date of hourly rate		Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Christopher Wilfong	Field	221.44	264.19	306.59	11/21/2025	11/20/2026	79.84		Not Applicable
** Construction Inspector - Group 2		228.07	272.11	315.79	11/21/2026	11/20/2027	82.24	3.0%	
		234.92	280.27	325.27	11/21/2027	11/20/2028	84.71	3.0%	
Non-Exempt - Full Time		241.97	288.68	335.03	11/21/2028	11/20/2029	87.25	3.0%	
Prevailing Wage (Jobsite)	DAY	249.23	297.34	345.08	11/21/2029	11/20/2030	89.87	3.0%	
Christopher Wilfong	Field	221.44	264.19	306.59	11/21/2025	11/20/2026	87.19		Not Applicable
** Construction Inspector - Group 2		228.07	272.11	315.79	11/21/2026	11/20/2027	89.81	3.0%	
		234.92	280.27	325.27	11/21/2027	11/20/2028	92.50	3.0%	
Non-Exempt - Full Time		241.97	288.68	335.03	11/21/2028	11/20/2029	95.28	3.0%	
Prevailing Wage (Jobsite)	NIGHT	249.23	297.34	345.08	11/21/2029	11/20/2030	98.14	3.0%	
Christopher Wilfong	Field	221.79	264.54	306.94	11/21/2025	11/20/2026	84.46		Not Applicable
** Construction Inspector - Group 2		228.43	272.47	316.14	11/21/2026	11/20/2027	86.99	3.0%	
		235.29	280.64	325.63	11/21/2027	11/20/2028	89.60	3.0%	
Non-Exempt - Full Time		242.35	289.07	335.40	11/21/2028	11/20/2029	92.29	3.0%	
Non-Prevailing Wage		249.62	297.74	345.46	11/21/2029	11/20/2030	95.06	3.0%	
Alfarouk Akili	Field	226.21	259.76	299.70	11/21/2025	11/20/2026	86.28		Not Applicable
** Construction Inspector - Group 2		233.00	267.56	308.69	11/21/2026	11/20/2027	88.87	3.0%	
		240.00	275.59	317.96	11/21/2027	11/20/2028	91.54	3.0%	
Non-Exempt		247.21	283.87	327.50	11/21/2028	11/20/2029	94.29	3.0%	
Prevailing Wage (Jobsite)	DAY	254.63	292.38	337.34	11/21/2029	11/20/2030	97.12	3.0%	
Alfarouk Akili	Field	245.48	279.06	312.26	11/21/2025	11/20/2026	93.63		Not Applicable
** Construction Inspector - Group 2		252.85	287.44	321.63	11/21/2026	11/20/2027	96.44	3.0%	
		260.43	296.05	331.28	11/21/2027	11/20/2028	99.33	3.0%	
Non-Exempt		268.24	304.93	341.21	11/21/2028	11/20/2029	102.31	3.0%	
Prevailing Wage (Jobsite)	NIGHT	276.29	314.08	351.45	11/21/2029	11/20/2030	105.38	3.0%	
Alfarouk Akili	Field	208.92	249.19	289.13	11/21/2025	11/20/2026	79.56		Not Applicable
** Construction Inspector - Group 2		215.20	256.69	297.82	11/21/2026	11/20/2027	81.95	3.0%	
		221.66	264.39	306.76	11/21/2027	11/20/2028	84.41	3.0%	
Non-Exempt		228.30	272.31	315.95	11/21/2028	11/20/2029	86.94	3.0%	
Non-Prevailing Wage		235.16	280.49	325.45	11/21/2029	11/20/2030	89.55	3.0%	
Mohamad Abu-Hilal, PE	Field	236.88	282.62	327.97	11/21/2025	11/20/2026	90.35		Not Applicable
** Construction Inspector - Group 2		243.99	291.09	337.81	11/21/2026	11/20/2027	93.06	3.0%	
		251.30	299.82	347.94	11/21/2027	11/20/2028	95.85	3.0%	
Non-Exempt		258.86	308.83	358.39	11/21/2028	11/20/2029	98.73	3.0%	
Prevailing Wage (Jobsite)	DAY	266.62	318.09	369.14	11/21/2029	11/20/2030	101.69	3.0%	
Mohamad Abu-Hilal, PE	Field	236.88	282.62	327.97	11/21/2025	11/20/2026	90.35		Not Applicable
** Construction Inspector - Group 2		243.99	291.09	337.81	11/21/2026	11/20/2027	93.06	3.0%	
		251.30	299.82	347.94	11/21/2027	11/20/2028	95.85	3.0%	
Non-Exempt		258.86	308.83	358.39	11/21/2028	11/20/2029	98.73	3.0%	
Prevailing Wage (Jobsite)	NIGHT	266.62	318.09	369.14	11/21/2029	11/20/2030	101.69	3.0%	
Mohamad Abu-Hilal, PE	Field	237.25	282.99	328.34	11/21/2025	11/20/2026	90.35		Not Applicable
** Construction Inspector - Group 2		244.37	291.47	338.19	11/21/2026	11/20/2027	93.06	3.0%	
		251.69	300.21	348.33	11/21/2027	11/20/2028	95.85	3.0%	
Non-Exempt		259.27	309.25	358.81	11/21/2028	11/20/2029	98.73	3.0%	
Non-Prevailing Wage		267.04	318.52	369.57	11/21/2029	11/20/2030	101.69	3.0%	
Steven Machado	Field	232.64	277.56	322.10	11/21/2025	11/20/2026	88.73		Not Applicable
** Construction Inspector - Group 2		239.61	285.87	331.75	11/21/2026	11/20/2027	91.39	3.0%	
		246.79	294.44	341.69	11/21/2027	11/20/2028	94.13	3.0%	
Non-Exempt - Full Time		254.19	303.28	351.95	11/21/2028	11/20/2029	96.95	3.0%	
Prevailing Wage (Jobsite)	DAY	261.82	312.38	362.51	11/21/2029	11/20/2030	99.86	3.0%	
Steven Machado	Field	232.64	277.56	322.10	11/21/2025	11/20/2026	88.73		Not Applicable
** Construction Inspector - Group 2		239.61	285.87	331.75	11/21/2026	11/20/2027	91.39	3.0%	
		246.79	294.44	341.69	11/21/2027	11/20/2028	94.13	3.0%	
Non-Exempt - Full Time		254.19	303.28	351.95	11/21/2028	11/20/2029	96.95	3.0%	
Prevailing Wage (Jobsite)	NIGHT	261.82	312.38	362.51	11/21/2029	11/20/2030	99.86	3.0%	
Steven Machado	Field	233.00	277.92	322.46	11/21/2025	11/20/2026	88.73		Not Applicable
** Construction Inspector - Group 2		239.99	286.25	332.13	11/21/2026	11/20/2027	91.39	3.0%	
		247.18	294.83	342.08	11/21/2027	11/20/2028	94.13	3.0%	
Non-Exempt - Full Time		254.59	303.67	352.34	11/21/2028	11/20/2029	96.95	3.0%	
Non-Prevailing Wage		262.23	312.78	362.91	11/21/2029	11/20/2030	99.86	3.0%	
Omar Mansour, EIT	Field	229.54	273.86	317.81	11/21/2025	11/20/2026	87.55		Not Applicable
** Construction Inspector - Group 2		236.44	282.08	327.35	11/21/2026	11/20/2027	90.18	3.0%	
.		243.54	290.54	337.17	11/21/2027	11/20/2028	92.89	3.0%	
Exempt - Billable over 40		250.86	299.27	347.30	11/21/2028	11/20/2029	95.68	3.0%	
Prevailing Wage (Jobsite)	DAY	258.38	308.25	357.71	11/21/2029	11/20/2030	98.55	3.0%	
Omar Mansour, EIT	Field	229.54	273.86	317.81	11/21/2025	11/20/2026	87.55		Not Applicable
** Construction Inspector - Group 2		236.44	282.08	327.35	11/21/2026	11/20/2027	90.18	3.0%	
		243.54	290.54	337.17	11/21/2027	11/20/2028	92.89	3.0%	
Exempt - Billable over 40		250.86	299.27	347.30	11/21/2028	11/20/2029	95.68	3.0%	
Prevailing Wage (Jobsite)	NIGHT	258.38	308.25	357.71	11/21/2029	11/20/2030	98.55	3.0%	
Omar Mansour, EIT	Field	229.90	229.90	N/C	11/21/2025	11/20/2026	87.55		Not Applicable
** Construction Inspector - Group 2		236.81	236.81	N/C	11/21/2026	11/20/2027	90.18	3.0%	
		243.92	243.92	N/C	11/21/2027	11/20/2028	92.89	3.0%	
Exempt - Billable over 40		251.25	251.25	N/C	11/21/2028	11/20/2029	95.68	3.0%	
Non-Prevailing Wage		258.79	258.79	N/C	11/21/2029	11/20/2030	98.55	3.0%	

Name/Job Title/Classification[1]		Hourly Billing Rates[3] Straight	OT (1.5x)	OT (2x)	Effective date of hourly rate		Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Rashed Al Masannat	Field	239.90	286.21	332.15	11/21/2025	11/20/2026	91.50		Not Applicable
** Construction Inspector - Group 2		247.11	294.81	342.12	11/21/2026	11/20/2027	94.25	3.0%	
		254.53	303.66	352.39	11/21/2027	11/20/2028	97.08	3.0%	
Non-Exempt - Full Time		262.16	312.77	362.95	11/21/2028	11/20/2029	99.99	3.0%	
Prevailing Wage	DAY	270.02	322.14	373.84	11/21/2029	11/20/2030	102.99	3.0%	
Rashed Al Masannat	Field	239.90	286.21	332.15	11/21/2025	11/20/2026	91.50		Not Applicable
** Construction Inspector - Group 2		247.11	294.81	342.12	11/21/2026	11/20/2027	94.25	3.0%	
		254.53	303.66	352.39	11/21/2027	11/20/2028	97.08	3.0%	
Non-Exempt - Full Time		262.16	312.77	362.95	11/21/2028	11/20/2029	99.99	3.0%	
Prevailing Wage	NIGHT	270.02	322.14	373.84	11/21/2029	11/20/2030	102.99	3.0%	
Rashed Al Masannat	Field	240.28	286.59	332.53	11/21/2025	11/20/2026	91.50		Not Applicable
** Construction Inspector - Group 2		247.50	295.21	342.52	11/21/2026	11/20/2027	94.25	3.0%	
		254.93	304.07	352.81	11/21/2027	11/20/2028	97.08	3.0%	
Non-Exempt - Full Time		262.57	313.19	363.38	11/21/2028	11/20/2029	99.99	3.0%	
Non-Prevailing Wage		270.44	322.57	374.28	11/21/2029	11/20/2030	102.99	3.0%	
Albert Murillo	Field	199.13	228.95	258.45	11/21/2025	11/20/2026	75.95		Not Applicable
** Construction Inspector - Group 2		205.11	235.83	266.21	11/21/2026	11/20/2027	78.23	3.0%	
		211.27	242.91	274.20	11/21/2027	11/20/2028	80.58	3.0%	
Non-Exempt - Full Time		217.61	250.19	282.43	11/21/2028	11/20/2029	83.00	3.0%	
Prevailing Wage	DAY	224.14	257.70	290.90	11/21/2029	11/20/2030	85.49	3.0%	
Albert Murillo	Field	218.40	251.94	285.13	11/21/2025	11/20/2026	83.30		Not Applicable
** Construction Inspector - Group 2		224.95	259.49	293.68	11/21/2026	11/20/2027	85.80	3.0%	
		231.69	267.28	302.49	11/21/2027	11/20/2028	88.37	3.0%	
Non-Exempt - Full Time		238.64	275.29	311.57	11/21/2028	11/20/2029	91.02	3.0%	
Prevailing Wage	NIGHT	245.80	283.55	320.92	11/21/2029	11/20/2030	93.75	3.0%	
Albert Murillo	Field	173.15	206.53	239.63	11/21/2025	11/20/2026	65.94		Not Applicable
** Construction Inspector - Group 2		178.36	212.74	246.84	11/21/2026	11/20/2027	67.92	3.0%	
		183.71	219.12	254.25	11/21/2027	11/20/2028	69.96	3.0%	
Non-Exempt - Full Time		189.23	225.70	261.88	11/21/2028	11/20/2029	72.06	3.0%	
Non-Prevailing Wage		194.90	232.47	269.73	11/21/2029	11/20/2030	74.22	3.0%	
Michael Schneider, EIT	Field	209.72	239.56	269.06	11/21/2025	11/20/2026	79.99		Not Applicable
** Construction Inspector - Group 2		216.01	246.74	277.13	11/21/2026	11/20/2027	82.39	3.0%	
		222.49	254.15	285.45	11/21/2027	11/20/2028	84.86	3.0%	
Non-Exempt - Full Time		229.18	261.78	294.02	11/21/2028	11/20/2029	87.41	3.0%	
Prevailing Wage	DAY	236.05	269.64	302.84	11/21/2029	11/20/2030	90.03	3.0%	
Michael Schneider, EIT	Field	228.99	262.55	295.74	11/21/2025	11/20/2026	87.34		Not Applicable
** Construction Inspector - Group 2		235.86	270.43	304.61	11/21/2026	11/20/2027	89.96	3.0%	
		242.94	278.55	313.75	11/21/2027	11/20/2028	92.66	3.0%	
Non-Exempt - Full Time		250.23	286.90	323.16	11/21/2028	11/20/2029	95.44	3.0%	
Prevailing Wage	NIGHT	257.73	295.51	332.85	11/21/2029	11/20/2030	98.30	3.0%	
Michael Schneider, EIT	Field	178.59	213.02	247.16	11/21/2025	11/20/2026	68.01		Not Applicable
** Construction Inspector - Group 2		183.95	219.41	254.58	11/21/2026	11/20/2027	70.05	3.0%	
		189.47	225.99	262.21	11/21/2027	11/20/2028	72.15	3.0%	
Non-Exempt - Full Time		195.14	232.76	270.06	11/21/2028	11/20/2029	74.31	3.0%	
Non-Prevailing Wage		200.99	239.73	278.16	11/21/2029	11/20/2030	76.54	3.0%	
Mohammad Zand	Field	232.24	267.29	308.49	11/21/2025	11/20/2026	88.58		Not Applicable
** Construction Inspector - Group 2		239.22	275.31	317.75	11/21/2026	11/20/2027	91.24	3.0%	
		246.40	283.57	327.29	11/21/2027	11/20/2028	93.98	3.0%	
Non-Exempt - Full Time		253.80	292.08	337.11	11/21/2028	11/20/2029	96.80	3.0%	
Prevailing Wage	DAY	261.40	300.84	347.21	11/21/2029	11/20/2030	99.70	3.0%	
Mohammad Zand	Field	251.51	285.10	320.41	11/21/2025	11/20/2026	95.93		Not Applicable
** Construction Inspector - Group 2		259.06	293.66	330.02	11/21/2026	11/20/2027	98.81	3.0%	
		266.83	302.47	339.93	11/21/2027	11/20/2028	101.77	3.0%	
Non-Exempt - Full Time		274.82	311.54	350.11	11/21/2028	11/20/2029	104.82	3.0%	
Prevailing Wage	NIGHT	283.05	320.88	360.60	11/21/2029	11/20/2030	107.96	3.0%	
Mohammad Zand	Field	215.54	257.09	298.29	11/21/2025	11/20/2026	82.08		Not Applicable
** Construction Inspector - Group 2		222.00	264.79	307.23	11/21/2026	11/20/2027	84.54	3.0%	
		228.67	272.75	316.47	11/21/2027	11/20/2028	87.08	3.0%	
Non-Exempt - Full Time		235.52	280.92	325.95	11/21/2028	11/20/2029	89.69	3.0%	
Non-Prevailing Wage		242.59	289.35	335.73	11/21/2029	11/20/2030	92.38	3.0%	
Matthew Price	Field	204.16	242.68	281.47	11/21/2025	11/20/2026	77.87		Not Applicable
** Construction Inspector - Group 2		210.30	249.96	289.92	11/21/2026	11/20/2027	80.21	3.0%	
		216.62	257.47	298.63	11/21/2027	11/20/2028	82.62	3.0%	
Non-Exempt - Full Time		223.12	265.19	307.59	11/21/2028	11/20/2029	85.10	3.0%	
Prevailing Wage	DAY	229.81	273.15	316.82	11/21/2029	11/20/2030	87.65	3.0%	
Matthew Price	Field	223.43	256.98	293.39	11/21/2025	11/20/2026	85.22		Not Applicable
** Construction Inspector - Group 2		230.15	264.70	302.20	11/21/2026	11/20/2027	87.78	3.0%	
		237.04	272.63	311.26	11/21/2027	11/20/2028	90.41	3.0%	
Non-Exempt - Full Time		244.15	280.80	320.60	11/21/2028	11/20/2029	93.12	3.0%	
Prevailing Wage	NIGHT	251.46	289.22	330.21	11/21/2029	11/20/2030	95.91	3.0%	
Matthew Price	Field	202.91	242.03	280.82	11/21/2025	11/20/2026	77.27		Not Applicable
** Construction Inspector - Group 2		209.00	249.29	289.24	11/21/2026	11/20/2027	79.59	3.0%	
		215.28	256.78	297.93	11/21/2027	11/20/2028	81.98	3.0%	
Non-Exempt - Full Time		221.74	264.48	306.87	11/21/2028	11/20/2029	84.44	3.0%	
Non-Prevailing Wage		228.38	272.41	316.06	11/21/2029	11/20/2030	86.97	3.0%	

Name/Job Title/Classification[1]		Hourly Billing Rates[3] Straight	OT (1.5x)	OT (2x)	Effective date of hourly rate		Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Angel Hernandez	Field	210.67	251.35	291.68	11/21/2025	11/20/2026	80.35		Not Applicable
** Construction Inspector - Group 2		216.98	258.87	300.42	11/21/2026	11/20/2027	82.76	3.0%	
		223.49	266.64	309.44	11/21/2027	11/20/2028	85.24	3.0%	
Non-Exempt - Full Time		230.20	274.64	318.72	11/21/2028	11/20/2029	87.80	3.0%	
Prevailing Wage	DAY	237.09	282.87	328.27	11/21/2029	11/20/2030	90.43	3.0%	
Angel Hernandez	Field	227.71	261.89	302.22	11/21/2025	11/20/2026	86.85		Not Applicable
** Construction Inspector - Group 2		234.55	269.74	311.29	11/21/2026	11/20/2027	89.46	3.0%	
		241.58	277.83	320.63	11/21/2027	11/20/2028	92.14	3.0%	
Non-Exempt - Full Time		248.81	286.15	330.23	11/21/2028	11/20/2029	94.90	3.0%	
Prevailing Wage	NIGHT	256.29	294.75	340.15	11/21/2029	11/20/2030	97.75	3.0%	
Angel Hernandez	Field	211.00	251.68	292.01	11/21/2025	11/20/2026	80.35		Not Applicable
** Construction Inspector - Group 2		217.32	259.21	300.76	11/21/2026	11/20/2027	82.76	3.0%	
		223.84	266.99	309.78	11/21/2027	11/20/2028	85.24	3.0%	
Non-Exempt - Full Time		230.56	275.00	319.08	11/21/2028	11/20/2029	87.80	3.0%	
Non-Prevailing Wage		237.46	283.24	328.63	11/21/2029	11/20/2030	90.43	3.0%	
Rodolfo Lampera	Field	216.91	246.75	276.26	11/21/2025	11/20/2026	82.73		Not Applicable
** Construction Inspector - Group 2		223.41	254.14	284.55	11/21/2026	11/20/2027	85.21	3.0%	
.		230.12	261.77	293.09	11/21/2027	11/20/2028	87.77	3.0%	
Non-Exempt - Full Time		237.02	269.62	301.88	11/21/2028	11/20/2029	90.40	3.0%	
Prevailing Wage	DAY	244.12	277.71	310.92	11/21/2029	11/20/2030	93.11	3.0%	
Rodolfo Lampera	Field	236.18	269.75	302.94	11/21/2025	11/20/2026	90.08		Not Applicable
** Construction Inspector - Group 2		243.26	277.83	312.03	11/21/2026	11/20/2027	92.78	3.0%	
.		250.54	286.15	321.38	11/21/2027	11/20/2028	95.56	3.0%	
Non-Exempt - Full Time		258.07	294.74	331.03	11/21/2028	11/20/2029	98.43	3.0%	
Prevailing Wage	NIGHT	265.80	303.58	340.95	11/21/2029	11/20/2030	101.38	3.0%	
Rodolfo Lampera	Field	175.65	209.51	243.09	11/21/2025	11/20/2026	66.89		Not Applicable
** Construction Inspector - Group 2		180.93	215.80	250.40	11/21/2026	11/20/2027	68.90	3.0%	
.		186.36	222.29	257.91	11/21/2027	11/20/2028	70.97	3.0%	
Non-Exempt - Full Time		191.96	228.96	265.66	11/21/2028	11/20/2029	73.10	3.0%	
Non-Prevailing Wage		197.71	235.82	273.62	11/21/2029	11/20/2030	75.29	3.0%	
Michelle Barnett	Field	166.49	198.58	230.41	11/21/2025	11/20/2026	63.40		Not Applicable
Office Engineer		171.48	204.53	237.32	11/21/2026	11/20/2027	65.30	3.0%	
		176.63	210.67	244.44	11/21/2027	11/20/2028	67.26	3.0%	
Non-Exempt - Full Time		181.92	216.99	251.77	11/21/2028	11/20/2029	69.28	3.0%	
Non-Prevailing Wage		187.39	223.51	259.34	11/21/2029	11/20/2030	71.36	3.0%	
Patricia Bryant	Field	166.98	199.17	231.09	11/21/2025	11/20/2026	63.59		Not Applicable
Office Engineer		172.00	205.15	238.04	11/21/2026	11/20/2027	65.50	3.0%	
		177.18	211.34	245.20	11/21/2027	11/20/2028	67.47	3.0%	
Non-Exempt - Full Time		182.48	217.66	252.54	11/21/2028	11/20/2029	69.49	3.0%	
Non-Prevailing Wage		187.94	224.17	260.10	11/21/2029	11/20/2030	71.57	3.0%	
Chad Stone	Field	136.02	162.24	188.25	11/21/2025	11/20/2026	51.80		Not Applicable
Office Engineer		140.10	167.11	193.89	11/21/2026	11/20/2027	53.35	3.0%	
		144.30	172.12	199.70	11/21/2027	11/20/2028	54.95	3.0%	
Non-Exempt - Full Time		148.63	177.28	205.70	11/21/2028	11/20/2029	56.60	3.0%	
Non-Prevailing Wage		153.09	182.60	211.87	11/21/2029	11/20/2030	58.30	3.0%	
David Skinner, EIT, QSD/P, CPESC, CCM, CPI	Field	189.22	217.77	248.28	11/21/2025	11/20/2026	72.17		Not Applicable
** Construction Inspector - Group 1		194.91	224.31	255.73	11/21/2026	11/20/2027	74.34	3.0%	
		200.76	231.05	263.41	11/21/2027	11/20/2028	76.57	3.0%	
Exempt - Billable over 40		206.79	237.98	271.32	11/21/2028	11/20/2029	78.87	3.0%	
Prevailing Wage	DAY	213.00	245.12	279.45	11/21/2029	11/20/2030	81.24	3.0%	
David Skinner, EIT, QSD/P, CPESC, CCM, CPI	Field	203.25	237.90	272.22	11/21/2025	11/20/2026	77.52		Not Applicable
** Construction Inspector - Group 1		209.35	245.03	280.39	11/21/2026	11/20/2027	79.85	3.0%	
		215.65	252.40	288.82	11/21/2027	11/20/2028	82.25	3.0%	
Exempt - Billable over 40		222.12	259.97	297.48	11/21/2028	11/20/2029	84.72	3.0%	
Prevailing Wage	NIGHT	228.78	267.77	306.39	11/21/2029	11/20/2030	87.26	3.0%	
David Skinner, EIT, QSD/P, CPESC, CCM, CPI	Field	189.52	226.05	262.28	11/21/2025	11/20/2026	72.17		Not Applicable
** Construction Inspector - Group 1		195.22	232.85	270.17	11/21/2026	11/20/2027	74.34	3.0%	
		201.07	239.83	278.27	11/21/2027	11/20/2028	76.57	3.0%	
Exempt - Billable over 40		207.11	247.04	286.63	11/21/2028	11/20/2029	78.87	3.0%	
Non-Prevailing Wage		213.33	254.45	295.24	11/21/2029	11/20/2030	81.24	3.0%	
AJ Reed, QSD/P	Field	217.14	248.00	278.50	11/21/2025	11/20/2026	82.82		Not Applicable
** Construction Inspector - Group 1		223.64	255.43	286.85	11/21/2026	11/20/2027	85.30	3.0%	
		230.36	263.10	295.47	11/21/2027	11/20/2028	87.86	3.0%	
Non-Exempt - Full Time		237.28	271.00	304.33	11/21/2028	11/20/2029	90.50	3.0%	
Prevailing Wage		244.41	279.13	313.47	11/21/2029	11/20/2030	93.22	3.0%	
AJ Reed, QSD/P	Field	237.07	271.77	306.09	11/21/2025	11/20/2026	90.42		Not Applicable
** Construction Inspector - Group 1		244.17	279.92	315.26	11/21/2026	11/20/2027	93.13	3.0%	
		251.49	288.31	324.72	11/21/2027	11/20/2028	95.92	3.0%	
Exempt - Billable over 40		259.04	296.97	334.46	11/21/2028	11/20/2029	98.80	3.0%	
Prevailing Wage		266.80	305.88	344.49	11/21/2029	11/20/2030	101.76	3.0%	
AJ Reed, QSD/P	Field	117.59	140.26	162.74	11/21/2025	11/20/2026	44.78		Not Applicable
** Construction Inspector - Group 1		121.11	144.45	167.61	11/21/2026	11/20/2027	46.12	3.0%	
		124.74	148.78	172.63	11/21/2027	11/20/2028	47.50	3.0%	
Exempt - Billable over 40		128.49	153.26	177.82	11/21/2028	11/20/2029	48.93	3.0%	
Non-Prevailing Wage		132.35	157.86	183.16	11/21/2029	11/20/2030	50.40	3.0%	

Name/Job Title/Classification[1]		Hourly Billing Rates[3] Straight	OT (1.5x)	OT (2x)	Effective date of hourly rate		Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Justin Hanzel-Durbin, PE, QSD	Field	227.39	271.22	314.69	11/21/2025	11/20/2026	86.59		Not Applicable
Environmental		234.21	279.36	324.13	11/21/2026	11/20/2027	89.19	3.0%	
		241.25	287.76	333.88	11/21/2027	11/20/2028	91.87	3.0%	
Non-Exempt - Full Time		248.50	296.40	343.91	11/21/2028	11/20/2029	94.63	3.0%	
Non-Prevailing Wage		255.95	305.29	354.22	11/21/2029	11/20/2030	97.47	3.0%	
Andrew Boehm	Field	226.54	270.21	313.52	11/21/2025	11/20/2026	86.27		Not Applicable
Safety		233.35	278.33	322.94	11/21/2026	11/20/2027	88.86	3.0%	
		240.36	286.69	332.64	11/21/2027	11/20/2028	91.53	3.0%	
Non-Exempt - Full Time		247.58	295.30	342.63	11/21/2028	11/20/2029	94.28	3.0%	
Non-Prevailing Wage		255.01	304.17	352.92	11/21/2029	11/20/2030	97.11	3.0%	
Dagher Dagher	Field	236.34	281.89	327.08	11/21/2025	11/20/2026	90.00		Not Applicable
Scheduling		243.43	290.35	336.89	11/21/2026	11/20/2027	92.70	3.0%	
		250.72	299.05	346.98	11/21/2027	11/20/2028	95.48	3.0%	
Non-Exempt - Part Time		258.23	308.01	357.38	11/21/2028	11/20/2029	98.34	3.0%	
Non-Prevailing Wage		265.99	317.26	368.11	11/21/2029	11/20/2030	101.29	3.0%	

Notes for Consultants:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

MONTEREY COUNTY | ON-CALL CONSTRUCTION SUPPORT SERVICES for County of Monterey Construction Projects

EXHIBIT 10-H2 COST PROPOSAL | SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant **TRC Engineers, Inc.** [X] Prime Consultant [ ] Subconsultant

Project No. _____ Contract No. _____ Date 10/24/2025

SCHEDULE OF OTHER DIRECT COST ITEMS

Description of Item	Quantity	Unit	Unit Cost	Total
Company Vehicle		month	$943.86	$ -
Company Vehicle Mileage			included	$ -
Personal Vehicle (Mileage)		mile	IRS rate	$ -
Prevailing Wage Subsistence (if applicable)		day	DIR Rate	$ -
Per Diem (if applicable)		day	Note 6	$ -
ProCore Document Control Software (if used)		month	$350.00	$ -
FCCM **		% Labor	0.411%	$ -

** Facilities Capital Cost of Money (FCCM) will be billed as an Other Direct Cost based on the sum of actual hourly rates (AHR) of each employee (Emp) and the number of monthly hours billed (MHB) multiplied by the FCCM. (@ direct labor without OH/Fee multipliers)

		CUCP No.	
Subconsultant 1:	Marina Construction Management, Inc. (MCM)	52327	$ -
Subconsultant 2:	Earth Systems Pacific, Inc.		$ -
Subconsultant 3:	Moore Twining Associates, Inc.		$ -
Subconsultant 4:	Towill, Inc.		$ -

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current Sate Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL | COUNTY OF SACRAMENTO | ON-CALL CONSTRUCTION SUPPORT SERVICES

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name:	Lincoln Leaman	Title *:	Vice President/ Practice Manager
Signature:		Date of Certification (mm/dd/yyyy):	6/12/2025
Email:	LLeaman@trccompanies.com	Phone Number:	916.995.6572
Address:	10680 White Rock Road, Suite 100, Rancho Cordova, CA 95670		

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction Management services

Note:
This proposal expressly excludes any and all taxes, tariffs, duties, and other similar charges or fees imposed by any governmental authority (collectively, "Taxes and Tariffs"). The prices and fees quoted in TRC's proposal do not include any such Taxes and Tariffs. The Client shall be solely responsible for the payment of all applicable Taxes and Tariffs arising from or related to the work contemplated by this proposal. If TRC or its subcontractors are required to pay Taxes and Tariffs on behalf of the Client, the Client shall promptly reimburse TRC for the full invoiced amount thereof.

EXHIBIT 10-H COST PROPOSAL PAGE 1 OF 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant Earth Systems Pacific __Prime Consultant _X_Subconsultant __2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount _____ Date 10/24/2025

Combined Rate

Fringe Benefit % + General Administration % = Combined Indirect Cost Rate (ICR)

Combined ICR % = 221.20%

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Principal Professional	$281.98	$329.87	$369.78	11/21/2025	12/31/2025	$ 79.81		N/A
	$290.44	$339.77	$380.87	1/1/2026	12/31/2026	$ 82.20	3.00%	
	$299.16	$349.96	$392.30	1/1/2027	12/31/2027	$ 84.67	3.00%	
	$308.13	$360.46	$404.06	1/1/2028	12/31/2028	$ 87.21	3.00%	
	$317.38	$371.27	$416.19	1/1/2029	12/31/2029	$ 89.83	3.00%	
Exempt	$326.90	$382.41	$428.67	1/1/2030	12/31/2030	$ 92.52	3.00%	
Staff Professional	$143.13	$167.44	$187.69	11/21/2025	12/31/2025	$ 40.51		$35.64 - $45.37
	$147.42	$172.46	$193.32	1/1/2026	12/31/2026	$ 41.73	3.00%	
	$151.85	$177.63	$199.12	1/1/2027	12/31/2027	$ 42.98	3.00%	
	$156.40	$182.96	$205.09	1/1/2028	12/31/2028	$ 44.27	3.00%	
	$161.09	$188.45	$211.25	1/1/2029	12/31/2029	$ 45.59	3.00%	
Non-Exempt	$165.93	$194.10	$217.59	1/1/12030	12/31/2030	$ 46.96	3.00%	
Technician (Non-PW)	$134.54	$157.39	$176.43	11/21/2025	12/31/2025	$ 38.08		N/A
	$138.58	$162.11	$181.73	1/1/2026	12/31/2026	$ 39.22	3.00%	
	$142.74	$166.98	$187.18	1/1/2027	12/31/2027	$ 40.40	3.00%	
	$147.02	$171.99	$192.79	1/1/2028	12/31/2028	$ 41.61	3.00%	
	$151.43	$177.15	$198.58	1/1/2029	12/31/2029	$ 42.86	3.00%	
Non-Exempt	$155.97	$182.46	$204.53	1/1/2030	12/31/2030	$ 44.15	3.00%	

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates should be based on the consultant's annual accounting period, established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
5. ICR based upon most recent availble financial informaion (2024), subject to change on an annual basis

EXHIBIT 10-H COST PROPOSAL PAGE 1 OF 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant Earth Systems Pacific __Prime Consultant _X_Subconsultant __2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount _____ Date 10/24/2025

Combined Rate

Fringe Benefit % + General Administration % = Combined Indirect Cost Rate (ICR)

Combined ICR % = 207.73%

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[6]	% or $ increase (estimated)	Hourly range - for classifications only
Special Inspector (NC2)	$245.87	$282.70	$313.40	11/21/2025	7/1/2026	$ 61.39		per DIR
	$263.08	$302.49	$335.33	7/2/2026	7/1/2027	$ 65.69	7.00%	
	$278.86	$320.64	$355.45	7/2/2027	7/1/2028	$ 69.63	6.00%	
	$295.59	$339.88	$376.78	7/2/2028	7/1/2029	$ 73.81	6.00%	
	$310.37	$356.87	$395.62	7/2/2029	7/1/2030	$ 77.50	5.00%	
Non-Exempt	$329.00	$378.28	$419.36	7/2/2030	7/1/2031	$ 82.15	6.00%	
Geotechnical (NC3)	$219.80	$252.02	$278.86	11/21/2025	7/1/2026	$ 53.69		per DIR
	$235.19	$269.66	$298.38	7/2/2026	7/1/2027	$ 57.45	7.00%	
	$249.30	$285.84	$316.28	7/2/2027	7/1/2028	$ 60.90	6.00%	
	$264.26	$302.99	$335.26	7/2/2028	7/1/2029	$ 64.55	6.00%	
	$277.47	$318.14	$352.02	7/2/2029	7/1/2030	$ 67.78	5.00%	
Non-Exempt	$294.12	$337.22	$373.15	7/2/2030	7/1/2031	$ 71.84	6.00%	
ACI (NC4)	$198.21	$226.59	$250.25	11/21/2025	7/1/2026	$ 47.31		per DIR
	$212.08	$242.45	$267.76	7/2/2026	7/1/2027	$ 50.62	7.00%	
	$224.80	$257.00	$283.83	7/2/2027	7/1/2028	$ 53.66	6.00%	
	$238.29	$272.42	$300.86	7/2/2028	7/1/2029	$ 56.88	6.00%	
	$250.21	$286.04	$315.90	7/2/2029	7/1/2030	$ 59.72	5.00%	
Non-Exempt	$265.22	$303.20	$334.86	7/2/2030	7/1/2031	$ 63.31	6.00%	

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates should be based on the consultant's annual accounting period, established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
5. ICR based upon most recent availble financial informaion (2024), subject to change on an annual basis

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MONTEREY COUNTY | ON-CALL CONSTRUCTION SUPPORT SERVICES for County of Monterey Construction Projects |

EXHIBIT 10-H2 COST PROPOSAL | SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Earth Systems Pacific __Prime Consultant _X_ Subconsultant __2nd Tier Subconsultant

Project No. _____ Contract No._____ Participation Amount _____ Date 10/24/2025

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Labaratory Materials Tests		test	*See attached	$ -
Equipment Charges		various	*See attached	$ -
Subcontracted Services		invoice	Cost + 20%	$ -
Per Diem (if applicable)		day	Per GSA	$ -
Mileage	0.70	mile	Per IRS	$ -
Postage, reproduction		invoice	At cost	$ -

Docusign Envelope ID: 795FBEDD-3773-4B8B-877F-40CE6B5FD39F

EXHIBIT 10-H2 COST PROPOSAL | COUNTY OF MONTEREY | ON-CALL CONSTRUCTION SUPPORT SERVICES

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files

Prime Consultant or Subconsultant Certifying:

Name:	Margaret McQuade	Title *:	Senior Vice President
Signature:	Margaret McQuade	Date of Certification (mm/dd/yyyy):	10/28/2025
Email:	mmcquade@earthsystems.com	Phone Number:	(805) 781-0112
Address:	720 Aerovista Pl, Ste A, San Luis Obispo, CA 93401		

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a

List services the consultant is providing under the proposed contract:

Materials Testing & Special Inspection Services

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EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Towill, Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount $ _____ Date 10/24/25

For Combined Rate				0.00%
	Fringe Benefit %	+ General &Administrative %	=	Combined ICR%
OR				
For Home Office Rate				
	Fringe Benefit %	+ General &Administrative %	=	Home Office ICR%
For Field Office Rate				190.36%
	Fringe Benefit %	+ General &Administrative %	=	Field Office ICR%
		Fee	=	10%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual or Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
John T. May, *	$255.52	N/A	N/A	11/21/2025	12/31/2025	$80.00		Not Applicable
Survey Task Lead	$263.19	N/A	N/A	1/1/2026	12/31/2026	$82.40	3.0%	
Full-Time/Exempt	$271.09	N/A	N/A	1/1/2027	12/31/2027	$84.87	3.0%	
	$279.22	N/A	N/A	1/1/2028	12/31/2028	$87.42	3.0%	
	$287.60	N/A	N/A	1/1/2029	12/31/2029	$90.04	3.0%	
	$296.23	N/A	N/A	1/1/2030	10/31/2030	$92.74	3.0%	
Matthew Vielbaum, PLS, *, **	$201.51	N/A	N/A	11/21/2025	12/31/2025	$63.09		Not Applicable
Survey Party Chief	$207.56	N/A	N/A	1/1/2026	12/31/2026	$64.98	3.0%	
Full-Time/Non-Exempt	$213.79	N/A	N/A	1/1/2027	12/31/2027	$66.93	3.0%	
	$220.20	N/A	N/A	1/1/2028	12/31/2028	$68.94	3.0%	
	$226.81	N/A	N/A	1/1/2029	12/31/2029	$71.01	3.0%	
	$233.61	N/A	N/A	1/1/2030	10/31/2030	$73.14	3.0%	
Staff	$247.53	$286.28	$325.03	11/21/2025	12/31/2025	$77.50		$75.00 - $80.00
Senior Surveyor	$254.96	$294.88	$334.79	1/1/2026	12/31/2026	$79.83	3.0%	$77.25 - $82.40
Full Time/Exempt	$262.61	$303.72	$344.83	1/1/2027	12/31/2027	$82.22	3.0%	$76.00 - $84.87
	$270.49	$312.84	$355.18	1/1/2028	12/31/2028	$84.69	3.0%	$78.28 - $87.42
	$278.60	$322.22	$365.83	1/1/2029	12/31/2029	$87.23	3.0%	$80.63 - $90.04
	$286.96	$331.89	$376.81	1/1/2030	10/31/2030	$89.85	3.0%	$83.05 - $92.74
Staff	$196.84	N/A	N/A	11/21/2025	12/31/2025	$61.63		$51.25 - $72.00
Project Surveyor	$202.75	N/A	N/A	1/1/2026	12/31/2026	$63.48	3.0%	$52.79 - $74.16
Full-Time/Exempt	$208.83	N/A	N/A	1/1/2027	12/31/2027	$65.38	3.0%	$54.37 - $76.38
	$215.09	N/A	N/A	1/1/2028	12/31/2028	$67.34	3.0%	$56.00 - $78.68
	$221.54	N/A	N/A	1/1/2029	12/31/2029	$69.36	3.0%	$57.68 - $81.04
	$228.19	N/A	N/A	1/1/2030	10/31/2030	$71.44	3.0%	$59.41 - $83.47
Staff	$148.52	N/A	N/A	11/21/2025	12/31/2025	$46.50		$42.00 - $51.00
Associate Surveyor	$152.98	N/A	N/A	1/1/2026	12/31/2026	$47.90	3.0%	$43.26 - $52.53
Full-Time/Non-Exempt	$157.57	N/A	N/A	1/1/2027	12/31/2027	$49.34	3.0%	$44.56 - $54.11
	$162.30	N/A	N/A	1/1/2028	12/31/2028	$50.82	3.0%	$45.89 - $55.73
	$167.17	N/A	N/A	1/1/2029	12/31/2029	$52.34	3.0%	$47.27 - $57.40
	$172.19	N/A	N/A	1/1/2030	10/31/2030	$53.91	3.0%	$48.69 - $59.12

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Note: Mark-ups are Not Allowed

Consultant Towill, Inc. ☑ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. 0 Contract No. Date 10/24/25

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual or Avg.	% or $	Hourly Range -
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only
Staff	$94.22	N/A	N/A	11/21/2025	12/31/2025	$29.50		$22.00 - $37.00
Survey Office Technician	$97.05	N/A	N/A	1/1/2026	12/31/2026	$30.39	3.0%	$22.66 - $38.11
Full-Time/Exempt	$99.96	N/A	N/A	1/1/2027	12/31/2027	$31.30	3.0%	$23.34 - $39.25
	$102.96	N/A	N/A	1/1/2028	12/31/2028	$32.24	3.0%	$24.04 - $40.43
	$106.05	N/A	N/A	1/1/2029	12/31/2029	$33.21	3.0%	$24.76 - $41.64
	$109.23	N/A	N/A	1/1/2030	10/31/2030	$34.21	3.0%	$25.50 - $42.89
Staff, **	$199.85	N/A	N/A	11/21/2025	12/31/2025	$62.57		$62.05 - $63.09
Survey Party Chief	$205.85	N/A	N/A	1/1/2026	12/31/2026	$64.45	3.0%	$63.91 - $64.98
Full-Time/Non-Exempt	$212.03	N/A	N/A	1/1/2027	12/31/2027	$66.38	3.0%	$65.83 - $66.93
	$218.39	N/A	N/A	1/1/2028	12/31/2028	$68.37	3.0%	$67.80 - $68.94
	$224.94	N/A	N/A	1/1/2029	12/31/2029	$70.42	3.0%	$69.84 - $71.01
	$231.69	N/A	N/A	1/1/2030	10/31/2030	$72.53	3.0%	$71.93 - $73.14
Staff, **	$167.94	N/A	N/A	11/21/2025	12/31/2025	$52.58		$52.58 - $52.58
Survey Chainperson	$172.98	N/A	N/A	1/1/2026	12/31/2026	$54.16	3.0%	$54.16 - $54.16
Full-Time/Non-Exempt	$178.17	N/A	N/A	1/1/2027	12/31/2027	$55.78	3.0%	$55.78 - $55.78
	$183.52	N/A	N/A	1/1/2028	12/31/2028	$57.45	3.0%	$57.46 - $57.46
	$189.03	N/A	N/A	1/1/2029	12/31/2029	$59.17	3.0%	$59.18 - $59.18
	$194.70	N/A	N/A	1/1/2030	10/31/2030	$60.95	3.0%	$60.95 - $60.95
Staff **	$125.97	N/A	N/A	11/21/2025	12/31/2025	$39.44		$31.55 - $47.32
Survey Apprentice	$129.75	N/A	N/A	1/1/2026	12/31/2026	$40.62	3.0%	$32.50 - $48.74
Full-Time/Non-Exempt	$133.64	N/A	N/A	1/1/2027	12/31/2027	$41.84	3.0%	$33.47 - $50.20
	$137.65	N/A	N/A	1/1/2028	12/31/2028	$43.10	3.0%	$34.48 - $51.71
	$141.78	N/A	N/A	1/1/2029	12/31/2029	$44.39	3.0%	$35.51 - $53.26
	$146.03	N/A	N/A	1/1/2030	10/31/2030	$45.72	3.0%	$36.58 - $54.86
Name	$0.00	N/A	N/A	11/21/2025	12/31/2025	$0.00		Not Applicable
Job Title	$0.00	N/A	N/A	1/1/2026	12/31/2026	$0.00	3.0%	
Full-Time/Non-Exempt	$0.00	N/A	N/A	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	N/A	N/A	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	N/A	N/A	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	N/A	N/A	1/1/2030	10/31/2030	$0.00	3.0%	

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

☑

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate$^{=}$ actual hourly rate * (1^{+} ICR) * (1^{+} Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultants annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Towill, Inc. ☐ Prime Consultant ☑ Subconsultant

Project No. 0 Contract No. _____ Date 9/29/25

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs for Personal Vehicle		IRS Rate		$ 0.00
Company Vehicle		Mo	$0.00	$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fair1y to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Frank Borges
Signature: [signature]
Email: frank.borges@towill.com
Title*: Principal
Date of Certification (mm/dd/yyyy): 10/24/2025
Phone Number: 925.682.6976
Address: 2300 Clayton Rd, Suite 1200, Concord, CA 94520

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Land Surveying

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MONTEREY COUNTY | ON-CALL CONSTRUCTION SUPPORT SERVICES for County of Monterey Construction Projects |

EXHIBIT 10-H2 COST PROPOSAL | SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant **Marina Construction Management, Inc.** ☐ Prime Consultant ☒ Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. RFQ #10914 Participation Amount $ _____ Date _____

For Combined Rate										
Fringe Benefit %	40.00%	+	Overhead %	70.00%	+	General Administration %	10.00%	=	Combined ICR %	120.00%
OR										
For Home Office Rate										
Fringe Benefit %	40.00%	+	Overhead %	70.00%	+	General Administration %	10.00%	=	Home Office ICR %	120.00%
For Field Office Rate										
Fringe Benefit %	40.00%	+	Overhead %	40.00%	+	General Administration %	10.00%	=	Field Office ICR %	90.00%

FEE % = 10.0%

Escalation % = 3.0%

FCCM Fee: 0.000%

BILLING INFORMATION CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT (1.5x)	OT (2x)	Effective date of hourly rate		Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Marina Chekmareva, PE*	244.32	NC	NC	11/21/2025	12/31/2025	100.96		Not Applicable
Construction Manager	251.65	NC	NC	01/01/2026	12/31/2026	103.99	3.0%	
	259.20	NC	NC	01/01/2027	12/31/2027	107.11	3.0%	
	266.98	NC	NC	01/01/2028	12/31/2028	110.32	3.0%	
Exempt - Billable over 40	274.99	NC	NC	01/01/2029	12/31/2029	113.63	3.0%	
Non-Prevailing Wage	283.24	NC	NC	01/01/2030	12/31/2030	117.04	3.0%	
Jennifer Haller	226.88	NC	NC	11/21/2025	12/31/2025	93.75		Not Applicable
Construction Manager	233.68	NC	NC	01/01/2026	12/31/2026	96.56	3.0%	
	240.69	NC	NC	01/01/2027	12/31/2027	99.46	3.0%	
	247.90	NC	NC	01/01/2028	12/31/2028	102.44	3.0%	
Exempt - Billable over 40	255.33	NC	NC	01/01/2029	12/31/2029	105.51	3.0%	
Non-Prevailing Wage	263.01	NC	NC	01/01/2030	12/31/2030	108.68	3.0%	
Jon Evans	229.90	267.40	304.90	11/21/2025	12/31/2025	95.00		Not Applicable
** Construction Inspector - Group 2	236.80	275.43	314.05	01/01/2026	12/31/2026	97.85	3.0%	
Civil	243.91	283.69	323.47	01/01/2027	12/31/2027	100.79	3.0%	
Non-Exempt - Full Time	251.22	292.20	333.17	01/01/2028	12/31/2028	103.81	3.0%	
	258.75	300.96	343.16	01/01/2029	12/31/2029	106.92	3.0%	
Prevailing Wage DAY	266.51	309.98	353.45	01/01/2030	12/31/2030	110.13	3.0%	
Jon Evans	241.01	283.51	321.01	11/21/2025	12/31/2025	99.59		Not Applicable
** Construction Inspector - Group 2	248.24	292.01	330.64	01/01/2026	12/31/2026	102.58	3.0%	
Civil	255.70	300.78	340.57	01/01/2027	12/31/2027	105.66	3.0%	
Non-Exempt - Full Time	263.37	309.80	350.79	01/01/2028	12/31/2028	108.83	3.0%	
	271.26	319.09	361.31	01/01/2029	12/31/2029	112.09	3.0%	
Prevailing Wage NIGHT	279.39	328.66	372.14	01/01/2030	12/31/2030	115.45	3.0%	
Jon Evans	181.50	219.00	256.50	11/21/2025	12/31/2025	75.00		Not Applicable
** Construction Inspector - Group 2	186.95	225.58	264.20	01/01/2026	12/31/2026	77.25	3.0%	
Civil	192.56	232.35	272.13	01/01/2027	12/31/2027	79.57	3.0%	
Non-Exempt - Full Time	198.34	239.32	280.30	01/01/2028	12/31/2028	81.96	3.0%	
	204.30	246.51	288.72	01/01/2029	12/31/2029	84.42	3.0%	
Non-Prevailing Wage	210.42	253.90	297.37	01/01/2030	12/31/2030	86.95	3.0%	
Syrus Kite	229.49	265.62	301.74	11/21/2025	12/31/2025	94.83		Not Applicable
** Construction Inspector - Group 2	236.36	273.57	310.78	01/01/2026	12/31/2026	97.67	3.0%	
	243.45	281.78	320.10	01/01/2027	12/31/2027	100.60	3.0%	
Non-Exempt - Full Time	250.76	290.24	329.71	01/01/2028	12/31/2028	103.62	3.0%	
	258.29	298.95	339.61	01/01/2029	12/31/2029	106.73	3.0%	
Prevailing Wage DAY	266.03	307.91	349.79	01/01/2030	12/31/2030	109.93	3.0%	
Syrus Kite	241.01	277.14	313.26	11/21/2025	12/31/2025	99.59		Not Applicable
** Construction Inspector - Group 2	248.24	285.45	322.66	01/01/2026	12/31/2026	102.58	3.0%	
	255.70	294.02	332.35	01/01/2027	12/31/2027	105.66	3.0%	
Non-Exempt - Full Time	263.37	302.84	342.32	01/01/2028	12/31/2028	108.83	3.0%	
	271.26	311.92	352.58	01/01/2029	12/31/2029	112.09	3.0%	
Prevailing Wage NIGHT	279.39	321.27	363.15	01/01/2030	12/31/2030	115.45	3.0%	
Syrus Kite	174.85	210.98	247.10	11/21/2025	12/31/2025	72.25		Not Applicable
** Construction Inspector - Group 2	180.10	217.31	254.52	01/01/2026	12/31/2026	74.42	3.0%	
	185.49	223.82	262.14	01/01/2027	12/31/2027	76.65	3.0%	
Non-Exempt - Full Time	191.06	230.54	270.01	01/01/2028	12/31/2028	78.95	3.0%	
	196.79	237.45	278.11	01/01/2029	12/31/2029	81.32	3.0%	
Non-Prevailing Wage	202.70	244.58	286.46	01/01/2030	12/31/2030	83.76	3.0%	

Notes for Consultants:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

MONTEREY COUNTY | ON-CALL CONSTRUCTION SUPPORT SERVICES for County of Monterey Construction Projects |

EXHIBIT 10-H2 COST PROPOSAL | SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant **Marina Construction Management, Inc.** ☐ Prime Consultant ☒ Subconsultant

Project No. _____ Contract No. RFQ #10914 Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Company Vehicle		month	$1,790.00	$ -
Company Vehicle Mileage			included	$ -
Personal Vehicle (Mileage)		mile	IRS rate	$ -
Prevailing Wage Subsistence (if applicable)		day	DIR Rate	$ -
Per Diem (if applicable)		day	Note 6	$ -
Rental Vehicle (if applicable)		Month	Rental Rate	$ -
				$ -
** Facilities Capital Cost of Money (FCCM) will be billed as an Other Direct Cost based on the sum of actual hourly rates (AHR) of each employee (Emp) and the number of monthly hours billed (MHB) multiplied by the FCCM. (@ direct labor without OH/Fee multipliers)				
			CUCP No.	
Subconsultant 1:				$ -
Subconsultant 2:				$ -
Subconsultant 3:				$ -
Subconsultant 4:				$ -
Subconsultant 5:				$ -
Subconsultant 6:				$ -
Subconsultant 6:				$ -
Subconsultant 6:				$ -
Subconsultant 6:				$ -

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current Sate Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL | COUNTY OF MONTEREY | ON-CALL CONSTRUCTION SUPPORT SERVICES

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name:	Marina Chekmareva	Title *:	President
Signature:	MChekmareva	Date of Certification (mm/dd/yyyy):	10/27/2025
Email:	marina@marinacmi.com	Phone Number:	(650) 206-9040
Address:	650 Castro Street, Suite 120-492, Mountain View, CA 94041		

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction Management services

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EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Moore Twining Associates, Inc. ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. RFQ #10914 Contract No. _____ Participation Amount $ _____ Date 10/28/25

For Combined Rate				220.00%
	Fringe Benefit %	+ General &Administrative %	=	Combined ICR%
		OR		
For Home Office Rate				0.00%
	Fringe Benefit %	+ General &Administrative %	=	Home Office ICR%
For Field Office Rate				220.00%
	Fringe Benefit %	+ General &Administrative %	=	Field Office ICR%
		Fee	=	10%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual or Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
Harry D, Moore, RCE, RGE *	$320.95	N/A	N/A	6/17/2025	12/31/2025	$91.18		Not Applicable
President	$330.58	N/A	N/A	1/1/2026	12/31/2026	$93.92	3.0%	
Full-Time/Exempt	$340.50	N/A	N/A	1/1/2027	12/31/2027	$96.74	3.0%	
	$350.72	N/A	N/A	1/1/2028	12/31/2028	$99.64	3.0%	
	$361.24	N/A	N/A	1/1/2029	12/31/2029	$102.63	3.0%	
	$372.08	N/A	N/A	1/1/2030	12/31/2030	$105.71	3.0%	
Read Andersen	$296.14	$338.21	$380.27	6/17/2025	12/31/2025	$84.13		Not Applicable
Geotechnical Division Manager	$305.02	$348.35	$391.67	1/1/2026	12/31/2026	$86.65	3.0%	
Full Time / Exempt	$314.17	$358.80	$403.42	1/1/2027	12/31/2027	$89.25	3.0%	
	$323.60	$369.57	$415.53	1/1/2028	12/31/2028	$91.93	3.0%	
	$333.31	$380.66	$428.00	1/1/2029	12/31/2029	$94.69	3.0%	
	$343.31	$392.08	$440.84	1/1/2030	12/31/2030	$97.53	3.0%	
Dale Siemer, PE	$236.93	$270.59	$304.24	6/17/2025	12/31/2025	$67.31		Not Applicable
Construction Inspection Division	$244.04	$278.71	$313.37	1/1/2026	12/31/2026	$69.33	3.0%	
Full Time / Exempt	$251.36	$287.07	$322.77	1/1/2027	12/31/2027	$71.41	3.0%	
	$258.90	$295.68	$332.45	1/1/2028	12/31/2028	$73.55	3.0%	
	$266.67	$304.55	$342.43	1/1/2029	12/31/2029	$75.76	3.0%	
	$274.67	$313.69	$352.70	1/1/2030	12/31/2030	$78.03	3.0%	

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Note: Mark-ups are Not Allowed

Consultant Moore Twining Associates, Inc. ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. RFQ #10914 Contract No. _____ Date 10/28/25

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual or Avg.	% or $	Hourly Range -
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only
Adrian Lopez	$169.24	N/A	N/A	6/17/2025	12/31/2025	$48.08		Not Applicable
Central CA Construction Inspection	$174.32	N/A	N/A	1/1/2026	12/31/2026	$49.52	3.0%	
Full-Time/Exempt	$179.55	N/A	N/A	1/1/2027	12/31/2027	$51.01	3.0%	
	$184.94	N/A	N/A	1/1/2028	12/31/2028	$52.54	3.0%	
	$190.49	N/A	N/A	1/1/2029	12/31/2029	$54.12	3.0%	
	$196.20	N/A	N/A	1/1/2030	12/31/2030	$55.74	3.0%	
Hector Flores Ortiz *	$133.76	$200.64	$267.52	6/17/2025	12/31/2025	$38.00		Not Applicable
Central Coast Staff Engineer	$137.77	$206.66	$275.54	1/1/2026	12/31/2026	$39.14	3.0%	
Hourly/Non-Exempt	$141.90	$212.85	$283.80	1/1/2027	12/31/2027	$40.31	3.0%	
	$146.16	$219.24	$292.32	1/1/2028	12/31/2028	$41.52	3.0%	
	$150.54	$225.81	$301.08	1/1/2029	12/31/2029	$42.77	3.0%	
	$155.06	$232.59	$310.12	1/1/2030	12/31/2030	$44.05	3.0%	
Michael Shwiyhat	$199.69	N/A	N/A	6/17/2025	12/31/2025	$56.73		Not Applicable
Materials Testing Division Manager	$205.68	N/A	N/A	1/1/2026	12/31/2026	$58.43	3.0%	
Full-Time/Exempt	$211.85	N/A	N/A	1/1/2027	12/31/2027	$60.18	3.0%	
	$218.21	N/A	N/A	1/1/2028	12/31/2028	$61.99	3.0%	
	$224.76	N/A	N/A	1/1/2029	12/31/2029	$63.85	3.0%	
	$231.50	N/A	N/A	1/1/2030	12/31/2030	$65.77	3.0%	
Shaun Reich	$126.72	$190.08	$253.44	6/17/2025	12/31/2025	$36.00		Not Applicable
Staff Engineer	$130.52	$195.78	$261.04	1/1/2026	12/31/2026	$37.08	3.0%	
Full-Time/non- Exempt	$134.44	$201.66	$268.88	1/1/2027	12/31/2027	$38.19	3.0%	
	$138.47	$207.71	$276.94	1/1/2028	12/31/2028	$39.34	3.0%	
	$142.62	$213.93	$285.24	1/1/2029	12/31/2029	$40.52	3.0%	
	$146.90	$220.35	$293.80	1/1/2030	12/31/2030	$41.74	3.0%	
Allen Harker, CEG	$199.69	$228.06	$256.42	6/17/2025	12/31/2025	$56.73		Not Applicable
Certified Engineering Geologist	$205.68	$234.90	$264.11	1/1/2026	12/31/2026	$58.43	3.0%	
Full-Time/Exempt	$211.85	$241.94	$272.03	1/1/2027	12/31/2027	$60.18	3.0%	
	$218.21	$249.21	$280.20	1/1/2028	12/31/2028	$61.99	3.0%	
	$224.76	$256.69	$288.61	1/1/2029	12/31/2029	$63.85	3.0%	
	$231.50	$264.39	$297.27	1/1/2030	12/31/2030	$65.77	3.0%	

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Note: Mark-ups are Not Allowed

Consultant Moore Twining Associates, Inc. ☑ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. RFQ #10914 Contract No. Date 10/28/25

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual or Avg.	% or $	Hourly Range -
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only
Alan Villagas, EIT	$133.76	$200.64	$267.52	6/17/2025	12/31/2025	$38.00		Not Applicable
Staff Engineer	$137.77	$206.66	$275.54	1/1/2026	12/31/2026	$39.14	3.0%	
Full-Time/Non-Exempt	$141.90	$212.85	$283.80	1/1/2027	12/31/2027	$40.31	3.0%	
	$146.16	$219.24	$292.32	1/1/2028	12/31/2028	$41.52	3.0%	
	$150.54	$225.81	$301.08	1/1/2029	12/31/2029	$42.77	3.0%	
	$155.06	$232.59	$310.12	1/1/2030	12/31/2030	$44.05	3.0%	
Keith Mayes	$203.08	$231.93	$260.77	6/17/2025	12/31/2025	$57.69		Not Applicable
Environmental Division Manager	$209.17	$238.88	$268.59	1/1/2026	12/31/2026	$59.42	3.0%	
Full-Time/Exempt	$215.45	$246.05	$276.65	1/1/2027	12/31/2027	$61.20	3.0%	
	$221.91	$253.43	$284.95	1/1/2028	12/31/2028	$63.04	3.0%	
	$228.57	$261.04	$293.50	1/1/2029	12/31/2029	$64.93	3.0%	
	$235.43	$268.87	$302.31	1/1/2030	12/31/2030	$66.88	3.0%	
Inspector - Group 1 **	$344.92	$393.92	$442.91	6/17/2025	12/31/2025	$97.99		Not Applicable
Determination NC-63-3-9	$359.00	$410.00	$460.99	1/1/2026	12/31/2026	$101.99	$4.00	
Full-Time/Non-Exempt	$373.08	$426.08	$479.07	1/1/2027	12/31/2027	$105.99	$4.00	
	$387.16	$442.16	$497.15	1/1/2028	12/31/2028	$109.99	$4.00	
	$401.24	$458.24	$515.23	1/1/2029	12/31/2029	$113.99	$4.00	
	$415.32	$474.32	$533.31	1/1/2030	12/31/2030	$117.99	$4.00	
Inspector - Group 2 **	$337.88	$385.88	$433.87	6/17/2025	12/31/2025	$95.99		Not Applicable
Determination NC-63-3-9	$351.96	$401.96	$451.95	1/1/2026	12/31/2026	$99.99	$4.00	
Full-Time/Non-Exempt	$366.04	$418.04	$470.03	1/1/2027	12/31/2027	$103.99	$4.00	
	$380.12	$434.12	$488.11	1/1/2028	12/31/2028	$107.99	$4.00	
	$394.20	$450.20	$506.19	1/1/2029	12/31/2029	$111.99	$4.00	
	$408.28	$466.28	$524.27	1/1/2030	12/31/2030	$115.99	$4.00	
Field Technician - Group 3	$310.78	$354.93	$399.07	6/17/2025	12/31/2025	$88.29		Not Applicable
Determination NC-63-3-9	$323.14	$369.04	$414.94	1/1/2026	12/31/2026	$91.80	$3.51	
Full-Time/Non-Exempt	$335.49	$383.15	$430.80	1/1/2027	12/31/2027	$95.31	$3.51	
	$347.85	$397.26	$446.67	1/1/2028	12/31/2028	$98.82	$3.51	
	$360.20	$411.37	$462.53	1/1/2029	12/31/2029	$102.33	$3.51	
	$372.56	$425.48	$478.40	1/1/2030	12/31/2030	$105.84	$3.51	

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Note: Mark-ups are Not Allowed

Consultant Moore Twining Associates, Inc. ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. RFQ #10914 Contract No. _____ Date 10/28/25

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual or Avg.	% or $	Hourly Range -
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only
Field Technician - Group 4	$234.50	$267.81	$301.12	6/17/2025	12/31/2025	$66.62		Not Applicable
Determination NC-63-3-9	$245.41	$280.27	$315.13	1/1/2026	12/31/2026	$69.72	$3.10	
Full-Time/Non-Exempt	$252.98	$288.92	$324.85	1/1/2027	12/31/2027	$71.87	$3.10	
	$263.54	$300.98	$338.41	1/1/2028	12/31/2028	$74.87	$3.10	
	$274.10	$313.04	$351.97	1/1/2029	12/31/2029	$77.87	$3.10	
	$285.01	$325.50	$365.98	1/1/2030	12/31/2030	$80.97	$3.10	
**Name	$0.00	$0.00	$0.00	6/17/2025	12/31/2025	$0.00		Not Applicable
Title/Classification	$0.00	$0.00	$0.00	1/1/2026	12/31/2026	$0.00	3.0%	
Full-Time/Non-Exempt	$0.00	$0.00	$0.00	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2030	12/31/2030	$0.00	3.0%	
**Name	$0.00	$0.00	$0.00	6/17/2025	12/31/2025	$0.00		Not Applicable
Title/Classification	$0.00	$0.00	$0.00	1/1/2026	12/31/2026	$0.00	3.0%	
Hourly/Non-Exempt	$0.00	$0.00	$0.00	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2030	12/31/2030	$0.00	3.0%	
**Name	$0.00	$0.00	$0.00	6/17/2025	12/31/2025	$0.00		Not Applicable
Title/Classification	$0.00	$0.00	$0.00	1/1/2026	12/31/2026	$0.00	3.0%	
Hourly/Non-Exempt	$0.00	$0.00	$0.00	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2030	12/31/2030	$0.00	3.0%	
**Name	$0.00	$0.00	$0.00	6/17/2025	12/31/2025	$0.00		Not Applicable
Title/Classification	$0.00	$0.00	$0.00	1/1/2026	12/31/2026	$0.00	3.0%	
Full-Time/Non-Exempt	$0.00	$0.00	$0.00	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2030	12/31/2030	$0.00	3.0%	

Note: Mark-ups are Not Allowed

Consultant Moore Twining Associates, Inc. ☑ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. RFQ #10914 Contract No. Date 1/0/00

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective Date of Hourly Rate		Actual or Avg.	% or $	Hourly Range -
	Straight[3]	OT(1.5x)	OT(2x)	From	To	Hourly Rate[4]	Increase	for Classifications Only
**Name	$0.00	$0.00	$0.00	6/17/2025	12/31/2025	$0.00		Not Applicable
Title/Classification	$0.00	$0.00	$0.00	1/1/2026	12/31/2026	$0.00	3.0%	
Full-Time/Non-Exempt	$0.00	$0.00	$0.00	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2030	12/31/2030	$0.00	3.0%	
Name	$0.00	N/A	N/A	6/17/2025	12/31/2025	$0.00		Not Applicable
Title/Classification	$0.00	N/A	N/A	1/1/2026	12/31/2026	$0.00	3.0%	
Full-Time/Exempt	$0.00	N/A	N/A	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	N/A	N/A	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	N/A	N/A	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	N/A	N/A	1/1/2030	12/31/2030	$0.00	3.0%	
Name	$0.00	$0.00	$0.00	6/17/2025	12/31/2025	$0.00		Not Applicable
Title/Classification	$0.00	$0.00	$0.00	1/1/2026	12/31/2026	$0.00	3.0%	
Full-Time/Non-Exempt	$0.00	$0.00	$0.00	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	$0.00	$0.00	1/1/2030	12/31/2030	$0.00	3.0%	
Name	$0.00	N/A	N/A	6/17/2025	12/31/2025	$0.00		Not Applicable
Title/Classification	$0.00	N/A	N/A	1/1/2026	12/31/2026	$0.00	3.0%	
Full-Time/Exempt	$0.00	N/A	N/A	1/1/2027	12/31/2027	$0.00	3.0%	
	$0.00	N/A	N/A	1/1/2028	12/31/2028	$0.00	3.0%	
	$0.00	N/A	N/A	1/1/2029	12/31/2029	$0.00	3.0%	
	$0.00	N/A	N/A	1/1/2030	12/31/2030	$0.00	3.0%	

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate$^{=}$ actual hourly rate * (1^{+} ICR) * (1^{+} Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultants annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Moore Twining Associates, Inc. ☑ Prime Consultant ☐ Subconsultant

Project No. RFQ #10914 Contract No. _____ Date 10/28/25

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs for Personal Vehicle		IRS Rate		$ 0.00
Company Vehicle		Day	$36.00	$ 0.00
Prevailing Wage Subsistence (if applicable, at DIR Rate)		Day	$0.00	$ 0.00
Blueprinting and Reproduction		Ea	Actual	$ 0.00
Special Tooling (if required)		Ea	Actual	$ 0.00
Freight and Courier Services		Ea	Actual	$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fair1y to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name:_Harry D. Moore_____ Title*: ____President_____

Signature:_____ Date of Certification (mm/dd/yyyy): ___10/28/25__

Email:_harrym@mooretwining.com_____ Phone Number: __559-268-7021_____

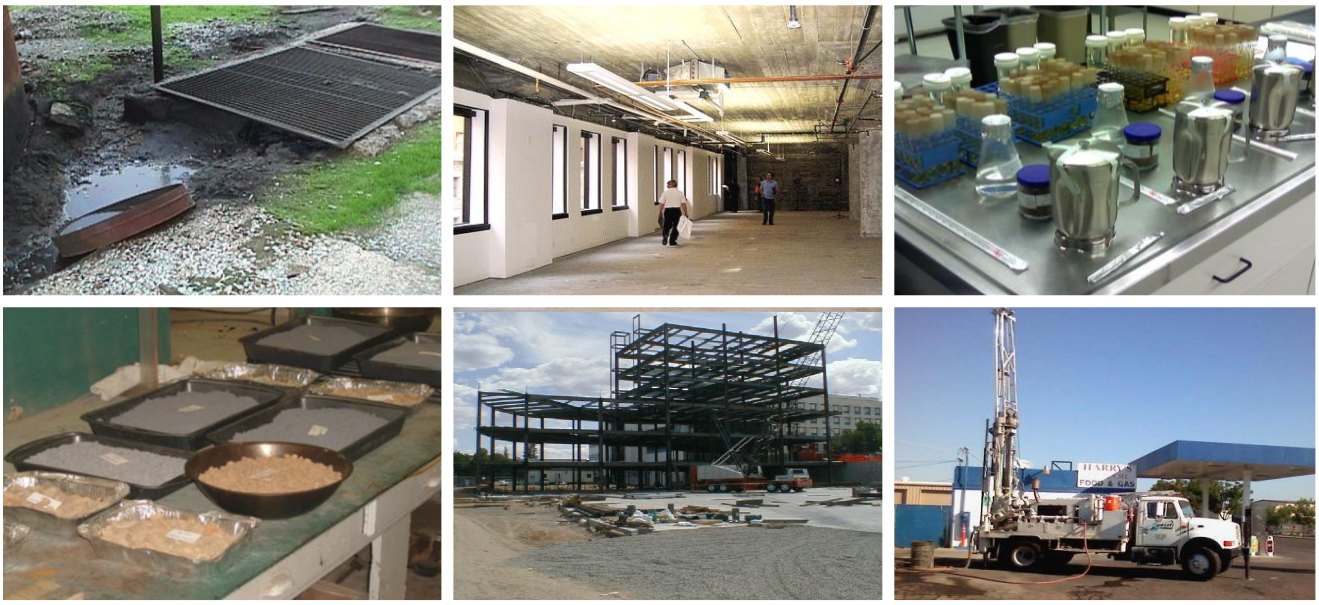
Address:__2527 Fresno Street, Fresno, CA 93721___ _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction Inspection and Materials Testing

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2025-2030 Materials Testing Fee Schedule for Northern California TRC Engineers, Inc. Exp 12.31.2030

Moore Twining Associates, Incorporated
800-268-7021
www.mooretwining.com

MOORE TWINING ASSOCIATES, INC.

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Introduction

Moore Twining Associates, Inc. (Moore Twining), founded in 1898, has continually provided professional consulting and analytical services throughout California for the past 120 years. Moore Twining provides professional services in geotechnical engineering, environmental services, construction inspection, materials testing, drilling services, and analytical chemistry.



Offices are maintained in Riverside, Fresno, Sand City (Monterey), and Sacramento, California with the Fresno office also serving as our corporate headquarters. Our professional staff consists of registered geotechnical engineers, registered civil engineers, registered professional geologists, certified engineering geologists, chemists, certified inspectors, laboratory technicians, and administrative personnel.

Our reputation for service and integrity is known by individuals involved in all aspects of the engineering and testing industries throughout California. We take pride in providing our clients with consistently reliable and cost-effective services.

Office Locations

Fresno (Corporate Headquarters)	2527 Fresno Street Fresno, California 93721 Phone: 559.268.7021 Fax: 559.268.7126
Chemistry Division Fax:	559.268.0740
Riverside	11800 Sterling Ave., Suite C Riverside, California 92503 Phone: 951.898.8932 Fax: 951.898.8974
Monterey	501 Ortiz Avenue Sand City, California 93955 Phone: 831.392.1056 Fax: 831.392.1059
Sacramento	165 Commerce Circle, Suite D Sacramento, California 95815 Phone: 916.381.9477 Fax: 916.381.9478

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Basis of Fees

1. Fees stated in this fee schedule are for professional services, construction inspection, and materials testing services provided by Moore Twining Associates, Inc. Geotechnical, Environmental, Analytical Chemistry and Drilling fees are presented separately upon request.
2. The fees listed herein are typical of engineering, inspection, and testing services most frequently provided by Moore Twining Associates, Inc. Fees for other services and special quotations will be provided upon request. Special consideration is given to projects involving protracted periods of time or volume testing. All fees are subject to change without notice.
3. A minimum of four hours per day will be charged for all field services portal to portal from our nearest office to the job site. Field services over four hours will be charged at four hour increments thereafter. A cancellation charge of four hours will be billed in the event the client fails to notify our office of a cancellation at least 24 hours prior to the scheduled inspection.
4. Time Schedule: Basis of sampling, observation, travel, and other fees:

   Rate of Changes Period

Regular Time	Monday through Friday – eight hours from 8:00 a.m. to 5:00 p.m.
Time and One-Half	Monday through Friday – after continuous eight hours and Saturdays
Double Time	Monday through Friday – after continuous eight hours Work and four overtime hours and/or Sundays and Holidays

   Shift Differential

Second Shift	Regular hourly rate plus 15% for the first eight hours worked; time in excess of eight hours will be charged at overtime rate

5. Fees reflect per-unit tests and only include reporting of laboratory and/or field results not requiring engineering evaluation, recommendations, and/or conclusions.
6. Vehicle mileage, when applicable, is $0.70 per mile or current IRS mileage reimbursement rate. Drill rig, heavy equipment trucks, and four-wheel drive vehicles are $1.75 per mile. All vehicle mileage charges (except for drill rigs) are from Moore Twining Associates, Inc.'s nearest office. Drill rigs are from our Drilling office located at 662 R Street in Fresno, California.
7. Work requiring special equipment, machinery rental, outside consultants, etc., will be charged at cost-plus-15% unless otherwise noted. The cost of replacing equipment that is damaged due to client's request and/or negligence will be assessed.
8. For delivery of additional materials and/or equipment to the job site, pick-up of materials requested, and/or equipment ordered but not used, there will be a charge of $70/hour. There will be a restocking fee of 20% on all materials returned. Any special rental equipment such as air compressors, generators, cement mixers, etc. can be provided at cost-plus-15%, plus pick-up and delivery charges. Other equipment necessary to meet your project's special needs can be obtained upon request. Clients ordering specialized materials will be billed for the full amount pf purchase regardless of utilization of only a portion thereof.
9. Staff billing rates will be imposed for requested research into technical files or records.

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10. Requests for additional copies of reports are charged at secretarial rate plus photocopying fee of $0.10 per page.
11. Facsimiles are charged at $1.00 per page for local calls and $1.50 for long-distance calls.
12. Public carriers, i.e. overnight mail, FedEx, UPS, Greyhound, etc. will be charged at cost plus secretarial time.
13. Processing of affidavits and certificates are charged at $50 for each additional insured.
14. Additional insured certificates are charged at $50 for each additional insured.
15. Certified payroll, $50 per week.
16. The client will be invoiced for all services, equipment, materials, and supplies used on a project. Any invoice under $100 will be C.O.D. ~~All other invoices are due and payable on the 10th of the next succeeding month following date of charge and are past-due thereafter. Past-due balances are subject to a finance charge of 1.5% per month (an annual percentage rate [APR] of 18%).~~ All invoice errors or necessary corrections will be brought to the attention of the company within ten days of receipt of the invoice; thereafter, client acknowledges invoices are correct and valid.
17. The unit rates provided in this fee schedule will be applicable until December 31, 2030.

DS Initial
MC JGR
Contractor's Initials

11/4/2025 | 10:26 AM PST
11/4/2025 | 4:38 PM PST
Date

DS
MGP
11/4/2025 | 4:54 PM PST

DS
PR
11/5/2025 | 9:52 AM PST

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SUPPORT STAFF HOURLY RATES				
Computer Aided Drafting		$	90.00	Hour
Compliance Monitoring		$	70.00	Hour
Administrative Services		$	70.00	Hour
EQUIPMENT AND VEHICLE UNIT RATES				
Nuclear Gauge Density Charge		$	100.00	Day
Torque Testing Equipment		$	22.00	Day
Coring Rig & Generator		$	500.00	Day
Skidmore		$	22.00	Day
Proof Load Testing Equipment		$	22.00	Day
Ultrasonic Test Unit & Consumables		$	50.00	Day
Misc Materials & Supplies		$	Quote	
Bit Charge		$	10.00	Inch
Sample Pickup (if special trip is required)		$	82.50	Hour
Vehicle Mileage (or current IRS Mileage Reimbursement)		$	0.70	Mile
Vehicle Charge		$	36.00	Day
MATERIALS TESTING UNIT FEES				
AGGREGATES	**TEST METHOD***			
Sieve Analysis of Fine and Coarse Aggregates	ASTM C136	$	244.00	Each
Materials Finer than 75-um (No. 200) Sieve in MineralAggregates by Washing	ASTM C117	$	147.00	Each
Sieve Analysis of Fines w/ Wash	ASTM C136	$	163.00	Each
Relative Density (Specific Gravity) and Absorption of Coarse Aggregate	ASTM C127	$	177.00	Each
Relative Density (Specific Gravity) and Absorption of Fine Aggregate	ASTM C128	$	177.00	Each
Clay Lumps and Friable Particles in Aggregates	ASTM C142	$	221.00	Each
Evaluating Cleanness of Coarse Aggregate CTM 227	CT 227	$	177.00	Each
Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821	$	190.00	Each
Durability Index	CT 229	$	177.00	Each
Resistance to Degradation of Large-Size Coarse Aggregates by Abrasion and Impact in the Los Angeles Machine	ASTM C535 / C131	$	263.00	Each
Organic Impurities in Fine Aggregates for Concrete	ASTM C40	$	119.00	Each
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88	$	440.00	Each
Sand Equivalent of Soils and Fine Aggregate	ASTM D2419	$	133.00	Each
Lightweight Particles in Aggregate	ASTM C123	$	330.00	Each
Bulk Density (“Unit Weight”) and Voids in Aggregate	ASTM C29	$	78.75	Each
Flat Particles, or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	$	177.00	Each
ASPHALT				
Preparation of Asphalt Mixture Specimens Using Marshall Apparatus	ASTM D6926	$	355.00	Each

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Asphalt Content of Asphalt Mixture by Ignition Method	ASTM C6307	$	221.00	Each
Mechanical Size Analysis of Extracted Aggregate	ASTM D5444	$	177.00	Each
Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures	ASTM D2041	$	221.00	Each
Resistance to Deformation and Cohesion of Asphalt Mixtures by Means of Hveem Apparatus	ASTM D1560	$	221.00	Each
Marshall Stability and Flow of Asphalt Mixtures	ASTM C6927	$	300.00	Each
Bulk Specific Gravity and Density of Non-Absorptive Compacted Asphalt Mixtures	ASTM D2726	$	66.00	Each
Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples	ASTM D1188	$	66.00	Each
Swell of Bituminous Mixtures	CT 305	$	329.00	Each
Moisture Vapor Susceptibility of Bituminous Mixtures	CT 307	$	355.00	Each
Quantitative Extraction of Asphalt Binder from Asphalt Mixtures	ASTM D2172	$	284.00	Each
Thickness or Height of Compacted Asphalt Mixture Specimens	ASTM D3549	$	29.00	Each
CONCRETE				
Concrete Mix Design Review	ACI 214	$	198.00	Each
Compressive Strength of Cylindrical Concrete Specimens6"x12" (Set of 4)	ASTM C39	$	128.00	Set of 4
Compressive Strength of Cylindrical Concrete Specimens6"x12" (Single Specimen)	ASTM C39	$	32.00	Each
Compressive Strength of Cylindrical Concrete Specimens6”x12” (Held but Not Tested)	ASTM C39	$	12.00	Each
Compressive Strength of Cylindrical Concrete Specimens 4"x8" (Set of 5)	ASTM C39	$	160.00	Set of 5
Compressive Strength of Cylindrical Concrete Specimens 4"x8" (Single Specimen)	ASTM C39	$	32.00	Each
Compressive Strength of Cylindrical Concrete Specimens 4”x8” (Held but Not Tested)	ASTM C39	$	12.00	Each
Preparation of Cylindrical Concrete Specimens by Saw Cutting	ASTM C39	$	29.00	Each
Cylinder Molds		$	8.50	Each
Obtaining and Testing Drilled Cores and Sawed Beams of Concrete	ASTM C42	$	79.00	Each
Charge for Diamond Core Barrels	ASTM C42	$	15.00	Inch
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	$	100.00	Each
Flexural Strength of Concrete (Using Simple Beam with Center-Point Loading)	ASTM C293	$	100.00	Each
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	$	72.00	Each
Determining Density of Structural Lightweight Concrete	ASTM C567	$	39.00	Each
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	$	336.00	Each
Length Change of Hardened Hydraulic-Cement and Concrete	ASTM C157	$	290.00	Each
Preparing and Testing Specimens from Shotcrete Test Panels	ASTM C1149	$	370.00	Each
Measuring Thickness of Concrete Elements Using Drilled Concrete Cores	ASTM C174	$	85.50	Each

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Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride Test Kits	ASTM F1869	$	85.50	Each
Determining Relative Humidity in Concrete Floor Slabs Using In Situ Probes – Test Probes	ASTM F2170	$	72.00	Each
SOILS				
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318	$	221.00	Each
Specific Gravity of Soil Solids by Water Pycnometer	ASTM D854	$	214.50	Each
Resistance R-Value and Expansion Pressure of Compacted Soils	ASTM D2844	$	300.00	Each
One-Dimensional Consolidation Properties of Soils Using Increment Loading	ASTM D2435	$	427.50	Each
Unconfined Compressive Strength of Cohesive Soil	ASTM D2166	$	214.50	Each
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	$	356.00	Each
Expansion Index of Soils	ASTM D4829	$	242.50	Each
Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass	ASTM D2216	$	47.00	Each
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter	ASTM D5084	$	477.00	Each
pH of Soil for Use in Corrosion Testing	ASTM G51	$	58.00	Each
Water-Soluble Sulfate in Soil	ASTM C1580	$	58.00	Each
Soils and Waters for Chloride Content	CT 422	$	58.00	Each
Estimating the Service Life of Steel Culverts	CT 643	$	158.00	Each
California Bearing Ratio (CBR) of Laboratory- @ 100%	ASTM D1883	$	500.00	Each
California Bearing Ratio (CBR) of Laboratory-Compacted Soils at 95% Relative Compaction, 3 Point Method	ASTM D1883	$	995.00	Each
Correction of Unit Weight and Water Content for Soils Containing Oversize Particles	ASTM D4718	$	177.00	Each
Determining Dispersive Characteristics of Clayey Soils by the Crumb Test	ASTM D6572	$	68.00	Each
Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3)	ASTM D698	$	196.00	Each
Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf^3) 4 Inch Diameter Mold	ASTM D1557	$	263.00	Each
Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf^3) 6 Inch Diameter Mold	ASTM D1557	$	271.00	Each
Relative Compaction of Untreated and Treated Soils and Aggregates	CT 216	$	227.00	Each
Unconfined Compressive Strength of Lime Treated Soils and Aggregates	CT 373	$	204.00	Each
MASONRY				
Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry (Compressive Strength of Cylindrical 2” x 4” Specimens	ASTM C780	$	29.00	Each
Sampling and Testing Grout	ASTM C1019	$	43.00	Each
Compressive Strength of Masonry Prisms	ASTM C1314	$	106.00	Each
Diagonal Tension (Shear) in Masonry Assemblages	ASTM E519	$	76.00	Each
Sampling and Testing Concrete Masonry Units and Related Units (Compressive Strength)	ASTM C140	$	106.00	Each

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Sampling and Testing Concrete Masonry Units and Related Units (Absorption, Unit Weight and Moisture Content)	ASTM C140	$	106.00	Each
Linear Drying Shrinkage of Concrete Masonry Units	ASTM C426	$	106.00	Each
Relative Mortar Strength of Portland Cement Concrete Sand	CT 515	$	357.00	Each
Compressive Strength of Hydraulic Cement Mortars (Using 2-in. Cube Specimens)	ASTM C109	$	27.00	Each
STEEL				
Tensile Strength / Yield Testing of Reinforcing Steel Products (Rebar) up to #6 Rebar	ASTM A370	$	81.00	Each
Tensile Strength / Yield Testing of Reinforcing Steel Products (Rebar) #7 ~ #11 Rebars	ASTM A370	$	115.00	Each
Bend Testing of Material for Ductility (Rebar Bend Test)	ASTM E290	$	77.00	Each
Testing Multi-Wire Steel Prestressing Strand	ASTM A1061	$	By quote	Each
FIREPROOFING				
Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members (Density)	ASTM E605	$	77.00	Each

* ASTM = American Society for Testing and Materials*CT = California Test

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In compliance with RFQ #10914, the CONTRACTOR (also referred to as "Consultant") will be required to comply with Federal Provisions if the project uses Federal Highway Administration (FHWA) funds. Federal Provisions, Exhibit B, attached hereto, shall be completed by CONTRACTOR (Consultant) and submitted to COUNTY (also referred to as "Local Agency") for approval prior to COUNTY (Local Agency) issuing a Notice to Proceed for the project to CONTRACTOR (Consultant).

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Article I - Introduction

A. This AGREEMENT is between the following named, hereinafter referred to as, CONTRACTOR and the following named, hereinafter referred to as, COUNTY:

The name of the "CONTRACTOR" is as follows:

_____
_____
_____

Incorporated in the State of California

The Project Manager for the "CONTRACTOR" will be:

_____

The name of the COUNTY is as follows:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527

The Project Manager for the COUNTY will be:

_____
_____
_____

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONTRACTOR's Cost Proposal dated (month, date, year). The approved CONTRACTOR's Cost Proposal is attached hereto as (Exhibit _____) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONTRACTOR agrees to the fullest extent permitted by law, to indemnify, protect, defend, and holdharmless COUNTY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONTRACTOR, except such loss or damage which was caused by the sole negligence, or willful misconduct of COUNTY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONTRACTOR in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor, and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY.

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E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONTRACTOR's assigned personnel. CONTRACTOR, in the performance of its obligation hereunder, is only subject to the control or direction of the COUNTY as to the designation of tasks to be performed and theresults to be accomplished.

F. Any third-party person(s) employed by CONTRACTOR shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONTRACTOR 's obligations under this AGREEMENT are not assignable or transferable, and CONTRACTOR shall not subcontract any work, without the prior written approval of the COUNTY. However, claims for money due or which become due to CONTRACTOR from COUNTY under this AGREEMENT may be assigned to a financial institutionor to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COUNTY.

H. CONTRACTOR shall be as fully responsible to the COUNTY for the negligent acts and omissions of its contractors and subconsultants or subcontractors, and of persons either directly orindirectly employed by them, in the same manner as persons directly employed by CONTRACTOR.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONTRACTOR as provided herein, shall be in compensation for all of CONTRACTOR’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Article II Contractor’s Reports or Meetings

(Choose either Option 1 or Option 2)

☐ (Option 1 – Use Paragraphs A & B below for standard AGREEMENT)

A. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the COUNTY’s Contract Administrator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONTRACTOR’s Project Manager shall meet with COUNTY’s Contract Administrator, as needed, to discuss progress on the AGREEMENT.

☐ (Option 2 – Use Paragraphs A & B below for ON-CALL AGREEMENTS)

A. CONTRACTOR shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently

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detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

Article III Statement of Work

(Insert Appropriate Statement of Work including a Description of the Deliverables) *in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT.")*

A. CONTRACTOR Services ☐ Not Applicable to this Agreement

Detail based on the services to be furnished should be provided by CONTRACTOR. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONTRACTOR AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONTRACTOR/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact (FONSI), or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).

B. Right of Way ☐ Not Applicable to this Agreement

State whether Right of Way requirements to be determined and shown by CONTRACTOR, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.

C. Surveys ☐ Not Applicable to this Agreement

State whether or not the CONTRACTOR has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations ☐ Not Applicable to this Agreement

State specifically whether or not CONTRACTOR has the responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONTRACTOR, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

E. COUNTY (LOCAL AGENCY) Obligations ☐ Not Applicable to this Agreement

All data applicable to the project and in possession of COUNTY (local agency), another agency, or government agency that are to be made available to CONTRACTOR are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONTRACTOR are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work ☐ Not Applicable to this Agreement

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the

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work by representatives of the COUNTY, State, and/or FHWA. Costs incurred by CONTRACTOR for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings ☐ Not Applicable to this Agreement
For AGREEMENTS requiring the preparation of construction drawings and make provision for checking shop drawings. Payment for checking shop drawings by CONTRACTOR is included in the AGREEMENT fee, or provision may be made for separate payment.

H. CONTRACTOR Services During Construction ☐ Not Applicable to this Agreement
The extent, if any of CONTRACTOR's services during the course of construction as material testing, construction surveys, etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules ☐ Not Applicable to this Agreement
AGREEMENTS where appropriate, shall provide that CONTRACTOR document the results of the work to the satisfaction of COUNTY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies ☐ Not Applicable to this Agreement
The number of copies or documents to be furnished such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps *shall be specified.* Provision may be made for payment for additional copies.

Article IV Performance Period

A time must be set for beginning and ending the work under the AGREEMENT. The time allowedfor performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONTRACTOR, they should be identified and incorporated into the AGREEMENT.

A. This AGREEMENT shall go into effect on (month, date, year), contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY Contract Administrator. The AGREEMENT shall end on (month, date, year)**,** unless extended by AGREEMENT amendment.

B. CONTRACTOR is advised that any recommendation for AGREEMENT award is not binding on COUNTY until the AGREEMENT is fully executed and approved by COUNTY.

Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTS. On-call AGREEMENTS shall be five (5) years maximum.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the AGREEMENT to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

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Article V Allowable Costs and Payments

(Choose either Option 1, 2, 3, or 4)

☐ *(Option 1 - Use paragraphs A through K below for Cost-Plus-Fixed Fee AGREEMENTS. Use Exhibit10-H1: Cost Proposal Format)*

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONTRACTOR's Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by COUNTY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONTRACTOR's agreement to the extension of the one (1)-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of $_____. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONTRACTOR will be reimbursed, promptly according to California Regulations upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable.

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Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

I. The total amount payable by COUNTY including the fixed fee shall not exceed $_____.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

☐ *(Option 2 - For Cost per Unit of Work AGREEMENTS, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for workspecific to your project. Use Exhibit 10-H3: Cost Proposal Format*).

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed, therefore.

B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be $_____ per approved Cost Proposal. This rate shall be for a fully equipped vehicle(s) specified in Article III Statement of Work, as applicable the specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event, COUNTY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by COUNTY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

☐ ***(Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements [such as on-call Agreements].*** **This payment method shall only be used when it is not possible at the time of**

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procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTS or components of AGREEMENTS for specialized or support type services where the CONTRACTOR is not in direct control of the number of hours worked, such as construction engineering and inspection. ***Use Exhibit 10-H2: Cost Proposal Format).***

A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONTRACTOR will be reimbursed within thirty (30) calendar days upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate.

B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved cost proposal and in the executed Task Order.

C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONTRACTOR's approved Cost Proposal.

CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. (*COUNTY to include either (a) or (b) below; delete the other one (1))*

(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.

(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONTRACTOR will be responsible for transportation and subsistence costs in excess of State rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services

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provided and actual costs incurred.

I. CONTRACTOR shall not commence performance of work or services until this AGREEMENT has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.

K. CONTRACTOR will be reimbursed, within thirty (30) days upon receipt by COUNTY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due to COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONTRACTOR prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

N. If CONTRACTOR fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend the language (or terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by COUNTY for all Task Orders resulting from this AGREEMENT shall not exceed **$** It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

☐ *(Option 4 - Use paragraphs A through E below for lump sum AGREEMENTS. Use Exhibit 10-H1: Cost Proposal Format).*

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will

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be paid to CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONTRACTOR shall not commence performance of work or services until this AGREEMENT has been approved by COUNTY and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONTRACTOR will be reimbursed within thirty (30) days upon receipt by County's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONTRACTOR's work unless a later date id approved by County. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

E. The total amount payable by COUNTY shall not exceed $_____.

Article VI Termination

A. This AGREEMENT may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date, whether completed or not.

B. COUNTY may temporarily suspend this AGREEMENT, at no additional cost to COUNTY, provided that CONTRACTOR is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COUNTY gives such notice of temporary suspension, CONRACTOR shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this AGREEMENT by CONTRACTOR, and COUNTY may withhold any payments due to CONTRACTOR until such time

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as exact amount of damages, if any, due COUNTY from CONTRACTOR isdetermined.

D. In the event of termination, CONTRACTOR shall be compensated as provided for in this AGREEMENT. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date, whether completed or not.

Article VII Cost Principles and Administrative Requirements

A. CONTRACTOR agrees that 48 CFR Part 31, Contract Cost Principles and Procedures shall be used to determine the allowability of individual terms of cost.

B. CONTRACTOR also agrees to comply with Federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by CONTRACTOR to COUNTY.

D. When a CONTRACTOR or subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

Article VIII Retention of Records/Audit

For the purpose of determining compliance with Government Code §8546.7, the CONTRACTOR, subcontractors, and COUNTY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT, including but not limited to, the costs of administering the AGREEMENT. All parties, including the CONTRACTOR's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. COUNTY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of CONTRACTOR, subcontractor and the CONTRACTOR's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

Article IX Audit Review Procedures

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by COUNTY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONTRACTOR and subcontractor AGREEMENTS, including cost proposals and Indirect Cost Rates

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(ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is CONTRACTOR's responsibility to ensure federal, state, COUNTY or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Government Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

   Accepted rates will be as follows:
   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.

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3. If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA-audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COUNTY; and (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

Article X Subcontracting

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the COUNTY and any subcontractor(s), and no sub agreement shall relieve the CONTRACTOR of its responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the COUNTY for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from the COUNTY's obligation to make payments to the CONTRACTOR.

B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the CONTRACTOR's approved Cost Proposal.

C. Any sub agreement entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to subcontractors unless otherwise noted.

D. CONTRACTOR shall pay its subcontractors within fifteen (15) calendar days from receipt of each payment made to the CONTRACTOR by the COUNTY.

E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator in advance of assigning work to a substitute subcontractor(s).

F. Prompt Progress Payment
CONTRACTOR or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR or subcontractor to a subcontractor, CONTRACTOR or subcontractor may withhold no more than one hundred fifty percent (150%) of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of two percent (2%) percent of the amount due per month for every month that payment is not made.

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In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

G. Prompt Payment of Withheld Funds to subcontractors

The COUNTY may hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to CONTRACTOR based on these acceptances. The COUNTY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONTRACTOR or subcontractor to a subcontractor. (Choose either Method 1, Method 2, or Method 3 below and delete the other two (2).)

☐ **Method 1**: No retainage will be held by the COUNTY from progress payments due to CONTRACTOR. CONTRACTORS and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☐ **Method 2**: No retainage will be held by the COUNTY from progress payments due to CONTRACTOR. Any retainage kept by CONTRACTOR or by a subcontractor must be paid in full to the earning subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☐ **Method 3**: The COUNTY shall hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY of the contract work and pay retainage to CONTRACTOR based on these acceptances. CONTRACTOR or subcontractor shall return all monies withheld in retention from all subcontractors within fifteen (15) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the COUNTY. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR; deficient subcontractor performance

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and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor.

Article XI Equipment Purchase and Other Capital Expenditures

A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONTRACTOR's approved Cost Proposal and exceeding five thousand dollars ($5,000) with prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

Article XII State Prevailing Wage Rates

A. No CONTRACTOR or subcontractor may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONTRACTOR shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations

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applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONTRACTOR and subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:

    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.

    c. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on

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the business day following receipt of the request.

3. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or subcontractor performing the work shall not be marked or obliterated.

5. The CONTRACTOR shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONTRACTOR or subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

E. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

F. Penalty

1. The CONTRACTOR and any of its subcontractor shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the COUNTY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the contract by the CONTRACTOR or by its subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any

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escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor.

4. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONTRACTOR and the subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.

    c. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

    d. Prior to making final payment to the subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the subcontractor had paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, COUNTY shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a subcontractor has failed to pay workers the general prevailing rate of per diem wages.

6. If COUNTY determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONTRACTOR shall forfeit, as a penalty to the COUNTY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONTRACTOR or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day

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and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subcontract exceeds thirty thousand dollars ($30,000), the CONTRACTOR and any subcontractors under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONTRACTORs and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONTRACTOR and subcontractors are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

Article XIII Conflict of Interest

A. During the term of this AGREEMENT, the CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this AGREEMENT, or any ensuing COUNTY construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any ensuing COUNTY construction project, which will follow.

B. CONTRACTOR certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONTRACTOR agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT.

CONTRACTOR further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.

C. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. CONTRACTOR hereby certifies that the CONTRACTOR or subcontractor, and any firm affiliated with CONTRACTOR or subcontractor that bids on any construction contract, or on any AGREEMENT to provide construction inspection for any construction project resulting from this AGREEMENT. An affiliated firm is one, which is subject to the control of the same persons through joint ownership, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

Article XIV Rebates, Kickbacks or Other Unlawful Consideration

The CONTRACTOR warrants that this AGREEMENT was not obtained or secured through rebates

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kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right, in its discretion, to terminate this AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Article XV Prohibition of Expending County, State, or Federal Funds for Lobbying

(Include this article in all AGREEMENTS where federal funding will exceed $150,000. If less than $150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number subsequent articles.)

A. CONTRACTOR certifies to the best of his or her knowledge and belief that:

1. No State, Federal, or County appropriated funds have been paid or will be paid, by-or-on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any local, State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT .

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

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000), for each such failure.

C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier sub agreements, which exceed one hundred thousand dollars ($100,000) and that all such subrecipients shall certify and disclose accordingly.

Article XVI Non-Discrimination Clause and Statement of Compliance

A. The CONTRACTOR's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code § 12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, Contractor and its subcontractors shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or

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military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.

E. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONTRACTOR, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONTRACTOR shall comply with regulations relative to non-discrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subcontractors.

I. CONTRACTOR, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONTRACTOR, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

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Article XVII Debarment and Suspension Certification

A. The CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System (https://sam.gov/content/home) maintained by the United States General Services Administration are to be determined by FHWA.

Article XVIII Disadvantaged Business Enterprises (DBE) Participation

A. CONTRACTOR, subrecipient (COUNTY), or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The COUNTY shows a contract goal for DBEs. CONTRACTOR shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

CONTRACTOR shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONTRACTOR's responsibility to verify at the date of proposal opening that the DBE firm is certified as DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the Agreement. Additionally, the CONTRACTOR is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONTRACTOR purchases from DBEs counts towards the goal in the following manner:

- One hundred percent (100 %) counts if the materials or supplies are obtained from a DBE manufacturer.

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- Sixty percent (60%) counts if the materials or supplies are purchased from a DBE regular dealer.

- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONTRACTORS who enter into a federally-funded agreement will assist the COUNTY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE contractor or subcontractors shall be in accordance with information contained in Exhibit 10-02: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

C. CONTRACTOR can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONTRACTOR must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONTRACTOR has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance Under 49 CFR 26.13(b)
CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONTRACTOR shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the CONTRACTOR from future proposing as non-responsible

E. Termination and Replacement of DBE Subcontractors
CONTRACTOR shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONTRACTOR or DBE Subcontractor obtains the COUNTY's written consent. CONTRACTOR shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

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Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the COUNTY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.

3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.

7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.

8. Listed DBE voluntarily withdraws with written notice from the AGREEMENT.

9. Listed DBE is ineligible to receive credit for the type of work required.

10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the AGREEMENT.

11. The COUNTY determines other documented good cause.

CONTRACTOR must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONTRACTOR's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the COUNTY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONTRACTOR and the COUNTY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, CONTRACTOR may move forward with the request as if the DBE had agreed to CONTRACTOR's written notice.

3. Submit CONTRACTOR's DBE termination request by written letter to the COUNTY and include:
   - One or more above listed justifiable reasons along with supporting documentation.
   - CONTRACTOR's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONTRACTOR's written notice.

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- The DBE's response to CONTRACTOR's written notice, if received. If a written response was not provided, provide a statement to that effect.

The COUNTY shall respond in writing to CONTRACTOR's DBE termination request within five (5) business days.

Replacement of DBE Subcontractors

After receiving the COUNTY'S written authorization of DBE termination request, CONTRACTOR must obtain the COUNTY'S written agreement for DBE replacement. CONTRACTOR must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the COUNTY which must include:
   a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
   b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
      - Description of scope of work and cost proposal
      - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
      - Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONTRACTOR has not identified a DBE replacement firm, submits documentation of CONTRACTOR's GFEs to use DBE replacement firms within seven (7) days of COUNTY's authorization to terminate the DBE. CONTRACTOR may request the COUNTY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
   - Search results of certified DBEs available to perform the original DBE work identified and or other work CONTRACTOR had intended to self-perform, to the extent needed to meet DBE commitment
   - Solicitations of DBEs for performance of work identified
   - Correspondence with interested DBEs that may have included contract details and requirements
   - Negotiation efforts with DBEs that reflect why an agreement was not reached
   - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
   - Copies of each DBE's and non-DBE's price quotes for work identified, as the COUNTY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
   - Additional documentation that supports CONTRACTOR's GFE

The COUNTY shall respond in writing to CONTRACTOR's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The COUNTY shall request CONTRACTOR to:

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1. Notify the COUNTY's Contract Administrator or designated representative of any changes to its anticipated DBE participation

2. Provide this notification before starting the affected work

3. Maintain records including:
   - Name and business address of each First-Tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONTRACTOR is a DBE CONTRACTOR, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONTRACTOR in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONTRACTOR in writing of the certification date. CONTRACTOR shall submit the notifications to the COUNTY. On work completion, CONTRACTOR shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the COUNTY within thirty (30) days of contract acceptance.

Upon work completion, CONTRACTOR shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within ninety (90) days of AGREEMENT acceptance. The COUNTY will withhold ten thousand dollars ($10,000) until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

In the COUNTY's reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

G. COMMERCIALLY USEFUL FUNCTION

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable), and paying for the material itself.

CONTRACTOR must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONTRACTOR must provide written notification to the COUNTY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the AGREEMENT. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

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Within 10 days of a DBE initially performing work or supplying materials on the AGREEMENT, CONTRACTOR shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONTRACTOR must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the AGREEMENT t using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONTRACTOR must submit to the COUNTY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONTRACTOR must notify the COUNTY immediately if they believe the DBE may not be performing a CUF.

The COUNTY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional COUNTY evaluations. The COUNTY must evaluate DBEs and their CUF performance throughout the duration of the AGREEMENT. The COUNTY will provide written notice to the CONTRACTOR and the DBE at least two (2) business days prior to any evaluation. The CONTRACTOR and the DBE must participate in the evaluation. Upon completing the evaluation, the COUNTY must share the evaluation results with the CONTRACTOR and the DBE. An evaluation could include items that must be remedied upon receipt. If the COUNTY determines the DBE is not performing a CUF, the CONTRACTOR must suspend performance of the noncompliant work.

CONTRACTOR and DBEs must submit any additional CUF related records and documents within five (5) business days of COUNTY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONTRACTOR and/or the COUNTY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONTRACTOR must immediately suspend performance of the noncompliant portion of the work. COUNTY may deny payment for the noncompliant portion of the work. COUNTY will ask the CONTRACTOR to submit a Corrective Action Plan (CAP) to the COUNTY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONTRACTOR will correct the noncompliance findings for the remaining portion of the DBE's work. COUNTY has five (5) days to review the CAP in conjunction with the CONTRACTOR's review. The CONTRACTOR must implement the CAP within five (5) days

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of the COUNTY's approval. The COUNTY will then authorize the prior noncompliant portion of work for the DBE's committed work.
If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the AGREEMENT, CONTRACTOR may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subcontractor is decertified during the life of the AGREEMENT, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the AGREEMENT, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime CONTRACTOR must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONTRACTOR must now submit Exhibit 9-P to the COUNTY administering the contract. If the CONTRACTOR does not make any payments to subcontractors, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

Article XIX Insurance

(Choose either Option 1 or Option 2)

☐ (Option 1 – For AGREEMENT with a scope of services that may require the CONTRACTOR or subcontractor to work within the operating state or County Highway Right of Way; where there would be exposure to public traffic or construction operations.)

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A. Prior to commencement of the work described herein, CONTRACTOR shall furnish COUNTY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONTRACTOR with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to COUNTY.
2. That COUNTY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That COUNTY will not be responsible for any premiums or assessments on the policy.

C. CONTRACTOR agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONTRACTOR agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

☐ (Option 2 – For AGREEMENTS with a scope of services that will not require the Contractor or subcontractor to work within the operating State or County Highway Right of Way where there would be exposure to public traffic or construction Contractor operations.)
CONTRACTOR is not required to show evidence of general comprehensive liability insurance.

Article XX Funding Requirements

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENTs were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. COUNTY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

Article XXI Change in Terms

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONTRACTOR shall only commence work covered by an amendment after the amendment is

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executed and notification to proceed has been provided by COUNTY's Contract Administrator.

C. There shall be no change in CONTRACTOR's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by COUNTY's Contract Administrator.

Article XXI Contingent Fee

CONTRACTOR warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Article XXII Disputes

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

(Choose either Option 1 or Option 2)

☐ (Option 1- Use paragraphs A through C below for all AGREEMENTs without PS&E submittal)

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and _____, who may consider written or verbal information submitted by CONTRACTOR.

B. Not later than thirty (30) calendar days after completion of all work under the contract, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONTRACTOR from full and timely performance in accordance with the terms of this AGREEMENT.

☐ (Option 2 – Replace Paragraph B, above, with the following for AGREEMENTS requiring the submission of PS&E)

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Article XXIV Inspection of Work

CONTRACTOR and any subcontractor shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

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Article XXV Safety

A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

(Add the following paragraph to all AGREEMENTS which may require trenching of five (5) feet or deeper)

D. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

Article XXVI Ownership of Data

A. It is mutually agreed that all materials prepared by CONTRACTOR under this AGREEMENT shall become the property of COUNTY, and CONTRACTOR shall have no property right therein whatsoever. Immediately upon termination, COUNTY shall be entitled to, and CONTRACTOR shall deliver to COUNTY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONTRACTOR in performing this AGREEMENT which is not CONTRACTOR's privileged information, as defined by law, or CONTRACTOR's personnel information, along with all other property belonging exclusively to COUNTY which is in CONTRACTOR's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by COUNTY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONTRACTOR hereunder to be work made for hire. CONTRACTOR acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.

C. Nothing herein shall constitute or be construed to be any representation by CONTRACTOR that the work product is suitable in any way for any other project except the one detailed in this AGREEMENT. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 -Patent Rights under Government Contracts for

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federal-aid contracts).

E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

Article XXVII Claims Filed by County's Construction Contractor

A. If claims are filed by COUNTY's construction contractor relating to work performed by CONTRACTOR's personnel, and additional information or assistance from CONTRACTOR's personnel is required in order to evaluate or defend against such claims; CONTRACTOR agrees to make its personnel available for consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONTRACTOR's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONTRACTOR's personnel services under this AGREEMENT.

C. Services of CONTRACTOR's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

Article XXVIII Confidentiality of Data

A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONTRACTOR in order to carry out this AGREEMENT, shall be protected by CONTRACTOR from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the AGREEMENT, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.

C. CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from a Legislative committee.

D. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.

E. Any sub agreement entered into as a result of this AGREEMENT shall contain all of the provisions of this Article.

(For PS&E contracts, add paragraph F below, to paragraphs A through E above)

F. All information related to the construction estimate is confidential and shall not be disclosed by CONTRACTOR to any entity other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONTRACTOR pursuant to performance of this AGREEMENT are

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confidential and CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONTRACTOR or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this AGREEMENT, COUNTY has the right to reimbursement and indemnity from CONTRACTOR for any damages caused by CONTRACTOR releasing the information, including, but not limited to, COUNTY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

Article XXIX National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two (2)-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

Article XXX Evaluation of Contractor

CONTRACTOR's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONTRACTOR for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

Article XXXI Prompt Payment

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONTRACTOR

The COUNTY shall make all project progress payments within 30 days after receipt of an undisputed and properly submitted payment request from CONTRACTOR. If COUNTY fails to pay promptly, the COUNTY shall pay interest to the CONTRACTOR, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the COUNTY shall act in accordance with both of the following:

(1) The COUNTY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The COUNTY must return any payment request deemed improper by the COUNTY to the CONTRACTOR as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONTRACTOR must now submit Exhibit 9-P to the COUNTY administering the AGREEMENT by the 15th of the month following the month of any payment(s). If the CONTRACTOR does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The COUNTY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The COUNTY must email a copy of Exhibit 9-P to dbe.forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONTRACTOR.

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ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A-E of the TITLE VI ASSURANCES

[The United States (US) Department of Transportation (DOT) Order No. 1050.2A requires all federal-aid DOT contracts between an agency and a CONTRACTOR to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the CONTRACTOR must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the AGREEMENT.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the US effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]

APPENDIX A

During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the US DOT as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the US DOT in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, US DOT, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the US DOT pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the US DOT in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

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TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US DOT, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the US DOT, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the US DOT and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a US DOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

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C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THEACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this AGREEMENT, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

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- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex.
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27.
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age).
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONTRACTOR:_____
_____, Project Manager
_____

COUNTY: _____
_____, Contract Administrator
_____

ARTICLE XXXIII AGREEMENT

The two (2) parties to this AGREEMENT, who are the before named CONTRACTOR and the COUNTY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two (2) parties. Both of these parties for and in consideration of the

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payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

COUNTY	CONTRACTOR
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
_____	_____
Date	Date

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CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL FORMS

The following forms can be viewed and downloaded in fillable format at: https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms.

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EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*			$	$
(Sr. Civil Engineer)			$	$
(Envir. Scientist)			$	$
(Inspector)**			$	$

LABOR COSTS

a) Subtotal Direct Labor Costs $ _____

b) Anticipated Salary Increases (see page 2 for calculation) $ _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **$** _____

INDIRECT COSTS

d) Fringe Benefits (Rate: _____%) e) Total Fringe Benefits [(c) x (d)] $ _____

f) Overhead (Rate: _____%) g) Overhead [(c) x (f)] $ _____

h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] $ _____

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] **$** _____

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee _____%] **$** _____

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			$	$
Equipment Rental and Supplies			$	$
Permit Fees			$	$
Plan Sheets			$	$
Test			$	$

l) **TOTAL OTHER DIRECT COSTS** $ _____

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: $ _____

Subconsultant 2: $ _____

Subconsultant 3: $ _____

Subconsultant 4: $ _____

m) **TOTAL SUBCONSULTANTS' COSTS** $ _____

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] $ _____

TOTAL COST [(c) + (j) + (k) + (n)] $ _____

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$250,000.00	5000	=	$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$50.00	+	2%	=	$51.00	Year 2 Avg Hourly Rate
Year 2	$51.00	+	2%	=	$52.02	Year 3 Avg Hourly Rate
Year 3	$52.02	+	2%	=	$53.06	Year 4 Avg Hourly Rate
Year 4	$53.06	+	2%	=	$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$50.00	*	1000	=	$50,000.00	Estimated Hours Year 1
Year 2	$51.00	*	2000	=	$102,000.00	Estimated Hours Year 2
Year 3	$52.02	*	750	=	$39,015.00	Estimated Hours Year 3
Year 4	$53.06	*	750	=	$39,795.30	Estimated Hours Year 4
Year 5	$54.12	*	500	=	$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$257,871.10	
	Direct Labor Subtotal before Escalation			=	$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	**$7,871.10**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

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EXHIBIT 10-H1 COST PROPOSAL

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the Consultant is providing under the proposed contract:

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount $_____ Date _____

For Combined Rate				
	Fringe Benefit %	+ General &Administrative %	=	Combined ICR%
OR				
For Home Office Rate				
	Fringe Benefit %	+ General &Administrative %	=	Home Office ICR%
For Field Office Rate				
	Fringe Benefit %	+ General &Administrative %	=	Field Office ICR%

Fee	=	%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT (1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual **or** Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
John Doe – Project Manager *	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Civil Engineer II	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Sue Jones – Construction	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Engineer/Inspector	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
Engineer I	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Buddy Black – Claims Engineer	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Engineer III	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Land Surveyor **	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		$00 - $00
	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	$00 - $00
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	$00 - $00
Technician	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		$00 - $00
	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	$00 - $00
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	$00 - $00

(Add pages as necessary)

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NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ ☐ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs			$	$
Equipment Rental and Supplies			$	$
Permit Fees			$	$
Plan Sheets			$	$
Test			$	$
Vehicle			$	$
Subconsultant 1:				$
Subconsultant 2:				$
Subconsultant 3:				$
Subconsultant 4:				$
Subconsultant 5:				$

Note: Add additional pages if necessary.

NOTES:
1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the Consultant is providing under the proposed contract:

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EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS

(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:
(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)
Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate ($)	Total ($)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
ODC Example: Travel/Mileage Costs			$	$
ODC Example: Mobilization/De-mobilization			$	$
ODC Example: Supplies/Consumables			$	$
ODC Example: Report			$	$
ODC (List more ODCs as applicable)			$	$
Subconsultant 1:				$
Subconsultant 2:				$
Subconsultant 3:				$
Subconsultant 4:				$
Subconsultant 5:				$

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK **$_____**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

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EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the Consultant is providing under the proposed contract:

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EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ **% OR**

Home Office Rate_____% and Field Office Rate (if applicable)_____%

Facilities Capital Cost of Money_____% (if applicable)

Fiscal period *_____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

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accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $_____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is_____.
- Years of consultant's experience with 48 CFR Part 31 is_____.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit ☐ Local Gov't ICR Audit ☐ Caltrans ICR Audit
☐ CPA ICR Audit ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**:_____ Title**:_____

Signature:_____ Date of Certification (mm/dd/yyyy):_____

Email**:_____ Phone Number**:_____

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

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Reset Form

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %

Local Agency to Complete this Section		
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____ _____ _____	**11. TOTAL CLAIMED DBE PARTICIPATION**	**%**
	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

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INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. DBE % - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. Total Claimed DBE Participation % - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
18. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
19. Proposed Contract Execution Date - Enter the proposed contract execution date.
20. Consultant's Ranking after Evaluation – Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

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EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount

Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____		14. TOTAL CLAIMED DBE PARTICIPATION	$ %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature	16. Date
25. Local Agency Representative's Name	26. Phone	17. Preparer's Name	18. Phone
27. Local Agency Representative's Title		19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. Project Location - Enter the project location as it appears on the project advertisement.
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Total Contract Award Amount - Enter the total contract award dollar amount for the prime consultant.
8. Total Dollar Amount for ALL Subconsultants – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. Total number of ALL subconsultants – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
22. Contract Execution Date - Enter the date the contract was executed.
23. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity
☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes ☐ No ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

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INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

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LOCAL ASSISTANCE PROCEDURES MANUAL
EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE
Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The County of Monterey established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts withing five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even in the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

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C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

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EXHIBIT B – INCORPORATION OF RFQ #10914, ADDENDUM NO. 1 TO RFQ #10914 AND STATEMENT OF QUALIFICATIONS DOCUMENTS

The County of Monterey invited submittals to Request for Qualifications (RFQ) through RFQ #10914, On-Call Construction Management Services for Various Construction Projects located in the County of Monterey, California. TRC Engineers, Inc. submitted a responsive and responsible Statement of Qualifications to perform the services listed in RFQ #10914.

RFQ #10914, Addendum No. 1 to RFQ #10914, and the Statement of Qualifications submitted by TRC Engineers, Inc., on file with the Department of Public Works, Facilities and Parks, are hereby incorporated into the Agreement by this reference.

Attachment E

Docusign Envelope ID: 5443DF3D-3009-4E2D-8116-9AFD37F6A8F3

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CA 93901-4527
(831) 755-4800

REQUEST FOR QUALIFICATIONS #10914

FOR
ON-CALL CONSTRUCTION MANAGEMENT SERVICES FOR VARIOUS CONSTRUCTION PROJECTS LOCATED IN THE COUNTY OF MONTEREY, CALIFORNIA

FOR THE
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS

Qualifications packages are due by 3:00 p.m. (PST)
Wednesday, June 25, 2025

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

DocuSigned by:
Mary Grace Perry, Deputy County Counsel
76A18B9BA72D498...
Mary Grace Perry
Deputy County Counsel

Date: 5/13/2025 | 9:54 PM PDT

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SOLICITATION DETAILS

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1.0 INTENT

1.1. The County of Monterey Department of Public Works, Facilities and Parks (PWFP), hereinafter referred to as "County", is soliciting qualifications packages from qualified organization(s), hereinafter referred to as "CONTRACTOR(s)", to provide on-call construction management services for various construction projects located in the County of Monterey, California as outlined within Section 5.0, Scope of Work.

1.2. The scope of work shall include, in general, professional engineering services required for management of construction contracts typically required for projects in the public sector. The services provided shall include engineering inspection services, material testing, and surveying services necessary to verify the project is constructed as specified in the project plans and specifications.

1.3. This solicitation is not intended to create an exclusive service AGREEMENT and up to four (4) AGREEMENT awards will be made. Each AGREEMENT will be written for a total not to exceed amount of $3 million.

2.0 BACKGROUND

2.1. The County of Monterey (County) is located on the Central Coast of California approximately 120 miles south of San Francisco. The County is approximately 3,771 square miles.

2.2. The County has a continuous need for construction management services for a variety of construction projects. These projects comprise of a wide range of scopes from new design and construction to major and minor alterations to existing facilities.

2.3. This Request for Qualifications (RFQ) #10914 is structured to allow County the option to establish up to four (4) AGREEMENTS. The purpose of these AGREEMENTS is to provide County with a pre-qualified listing of qualified resources to complete projects that include construction management for all type of "works of public improvement". This solicitation is for use for "on-call" construction management services. Inclusion on the AGREEMENT list does not guarantee an award of any particular project or minimum dollar amount.

2.4. No specific projects have been identified at the time of the development of this RFQ.

3.0 CALENDAR OF EVENTS

3.1. Release RFQ — Thursday, May 15, 2025

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3.2.	Deadline for Written Questions	3:00 p.m., PST, May 29, 2025
3.3.	Posted Response to Written Questions	5:00 p.m., PST, June 6, 2025
3.4.	Qualifications Package Submittal Deadline	3:00 p.m., PST, June 25, 2025
3.5.	Estimated Notification of Selection	July 2025
3.6.	Estimated AGREEMENT to Board of Supervisors for Approval	August 2025
3.7.	Estimated AGREEMENT Date	August 2025

This schedule is subject to change as necessary.

3.8. **FUTURE ADDENDA:** CONTRACTOR(s), who received notification of this solicitation by means other than through a County mailing, shall contact the person designated in the COUNTY POINT OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTOR(s) SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFQ** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at https://www.countyofmonterey.gov/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center. Addenda are posted on the website the day they are released.

4.0 COUNTY POINT OF CONTACT

4.1. Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County:

Dalia Mariscal-Martinez
Management Analyst III
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Phone: (831) 755-8966
Email: mariscaldm@countyofmonterey.gov

4.2. All questions regarding this solicitation shall be submitted in writing (email is acceptable and encouraged). When submitting questions, please identify the RFQ # to which the question pertains. Questions will be researched, and answers will be posted on County's Solicitation Center web page at: https://www.countyofmonterey.gov/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center by the deadline indicated in the **CALENDAR OF EVENTS** herein.

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4.3. The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS** herein. Questions submitted after the deadline will not be answered.

4.4. Only answers to questions communicated by formal written addenda will be binding.

4.5. Prospective CONTRACTOR(s) shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR(s).**

5.0 SCOPE OF WORK

5.1. **CONTRACTOR's Minimum Work Performance Percentage:** CONTRACTOR shall perform with their own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County.

5.2. The scope of work includes in general construction management and engineering inspection services for various construction projects within the County. The construction projects include the repair and upgrade of existing roadways, drainage facilities, and traffic control devices.

5.3. The broad scope requires a diversity of expertise and the ability to deal with a number of specialized construction contract issues. Of particular concern are the qualifications and experience of the individual(s) who will be directly involved in the project(s), as they relate to the California Department of Transportation (Caltrans).

5.4. The construction management effort shall include, but not be limited to, the following services and requirements:

Contract Administration:
Provide overall coordination of construction management services, including supervision of contract administration, labor compliance, Disadvantaged Business Enterprise (DBE) programs, field observations and outside services. Attend regularly scheduled project meetings with County or CONTRACTOR representatives to review the progress of the work, resolve field problems as they occur, and perform project related public relations with the public and outside agencies such as the United States Army Corps of Engineers (USACE) and the California Department of Fish and Wildlife (CDFW).

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General Inspection:
Provide daily inspections and supervision of the work of the construction contractor's operations as construction progresses, and promptly report and resolve problems regarding performance and/or conformity with the drawings and specifications, including contract administration and construction engineering of the assigned project. Assist County Resident Engineer in managing construction operations. In accordance with the State Standard Specifications and Special Provisions, ensure that all utility work is coordinated with the appropriate utility company and that all the appropriate permits and inspections are obtained for all items of work.

Change Orders:
In accordance with State Standard Specifications, the Special Provisions, and County format, prepare, process, and make recommendations on change orders. County will approve all change orders.

Surveying:
Coordinate and supervise construction surveying and staking. Construction staking is to be included in the services provided by CONTRACTOR.

Material Testing:
Coordinate, interpret, certify, and supervise all required soils and material tests in accordance with Caltrans test methods and Standard Specifications. CONTRACTOR shall provide County with a Caltrans certified material testing company to provide material testing services per Caltrans Standard Specifications.

Test Data:
Review and approve copies of certificates of compliance, independent testing laboratory reports, and manufacturer's shop or mill tests to ensure conformance with contract specifications.

Plan Interpretation:
With the assistance of County Resident Engineer, as needed, to interpret the intent of the plans and specifications to protect County against defects and deficiencies in construction on the part of the construction contractor.

Pre-Construction Conference:
Assist in the pre-construction meeting with construction contractor and other project participants. This discussion affords all the parties of the construction contract a common understanding of the proposed work and problems, and possible solutions that may be expected during the life of the construction contract. Labor compliance, equal employment opportunity, safety requirements, water pollution requirements, agreements, and permits shall also be discussed. Respond to questions construction contractor may have and address issues that need to be resolved before work commences.

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Safety and Accidents:
Assume the duties of the Project Safety Coordinator. Ensure construction contractor complies with all safety orders, Federal and State, and permits through normal contract administration procedures. Document all incidents with photographs and written reports. Manage safety precautions through construction contractor for the public in construction areas.

Approval Schedule:
Prepare a schedule (using Microsoft Project) indicating all items that will be submitted by construction contractor for review and approval requiring action by County. Furnish appropriate forms, as necessary, and monitor the construction contractor's adherence to the schedule.

False Work and Shop Drawings:
Keep records, provide timely engineering review, and prepare written recommendations certifying the adequacy of construction contractor's submittal for false work as well as construction of false work. Coordinate, document, and make engineering recommendations in writing on approval of shop drawings. Final submittal approvals shall be made in consultation with County.

Progress Statements:
Prepare and provide monthly progress statements meeting County requirements including the following: monthly estimates on all items of work with source documents to verify progress payments. Submit weekly copies of daily diaries to County. Submit a copy of the baseline progress schedule and monthly updates as required by the Special Provisions.

Final Walk-through and Final Inspection:
Conduct project walk-through prior to completion of construction. Minutes of this walk-through shall be completed by CONTRACTOR and a copy shall be sent to County. The final walk-through list of attendees shall be coordinated with County. CONTRACTOR shall complete a final inspection of the project and complete the required Final Report forms.

As-Built Plans:
Provide County with an electronic as-built plan file complete with redline changes or corrections. Such plans will be based upon information obtained from field measurements and observations made during project construction and approved contract change orders. The electronic signature and seal of the responsible Registered Resident Engineer or Construction Engineer will be placed in the file on Level 62 (refer to "Highway Design and Topography Information" on Page 2.5-2 of the *Caltrans Computer Aided Design & Drafting (CADD) User's Manual*).

Contract Records:
At the completion of the project, submit the original set of construction books to County cataloged in accordance with Chapter 5, Section 5-102, "Organization of Project Documents," of the *Caltrans Construction Manual* and as directed by County. These

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records shall include all correspondence, meeting minutes, photographs, agreements, hazardous waste material information and tests, labor compliance, contract administration forms, bridge work, diaries, contract item quantity documents, contract change orders, project status sheets, project record-estimate and project status, disputes, project completion documents, etc.

5.5. Services shall be provided on an on-call basis. County shall contact CONTRACTOR with regards to an individual task and/or project. CONTRACTOR shall then submit a detailed proposal that shall include at minimum assigned CONTRACTOR staff, relevant task, deliverables, schedule, and cost.

5.6. The exact scope for construction management services will be determined prior to a notice to proceed for a specific task and/or project. County may negotiate the scope and cost of the proposal prior to issuance of the notice to proceed. County has the right to reject any submitted proposal.

5.7. CONTRACTOR(s) shall advocate for County and ensure the project produced is in the best interest of County. CONTRACTOR(s) shall deliver products on or ahead of the required schedule and within budget.

5.8. All work shall be performed in conformance with all applicable County, State and Federal laws relevant to the specific project scope.

5.9 In compliance with RFQ #10914, if the project for which the CONTRACTOR is ultimately hired for is funded with Federal Highway Administration (FHWA) funds, the CONTRACTOR will be required to comply with Federal Provisions. Caltrans Local Assistance Procedures Manual (LAPM), Federal Provisions in Exhibit A, attached hereto and incorporated by reference, shall be completed separately for each individual project by CONTRACTOR and submitted to County for approval prior to County issuing CONTRACTOR with a notice to proceed for the project.

6.0 AGREEMENT TERM

6.1. The term of the AGREEMENTS will be for a period of up to five (5) years, except that the AGREEMENT shall continue to cover the term of on-call services for projects which were issued a notice to proceed until the services in relation to those projects have been completed. Accordingly, all Delivery Orders for on-call services must be issued but need not necessarily be completed within five (5) years of the start date of the AGREEMENT to allow for completion.

6.1.1. County is not required to state a reason if it elects not to renew.

6.2. If the AGREEMENT includes options for renewal or extension, **CONTRACTOR(s) must commence negotiations for any desired rate changes a minimum of ninety (90) days prior to the expiration of the AGREEMENT.**

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6.2.1. Both parties shall agree upon rate extension(s) or changes in writing.

6.3. The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30)-day written notice, or immediately, with cause.

7.0 QUALIFICATION REQUIREMENTS

Interested firms must meet ALL of the following qualification requirements in order to be considered by County:

7.1. CONTRACTOR shall have the necessary licenses, certification and knowledge to adequately complete the tasks outlined in the scope of work.

7.2. CONTRACTOR shall have a minimum of five (5) years of experience managing and controlling the construction of roadway and drainage projects. Experience shall be in the State of California.

7.3. CONTRACTOR's Project Manager shall have a minimum of five (5) years of experience specializing in road design and environmental documentation and permitting in the State of California, and thorough understanding of Caltrans Standard Plans and Specifications, Caltrans LAPM, Caltrans Local Assistance Program Guidelines (LAPG), State Transportation Improvement Program (STIP) and the Americans with Disabilities Act of 1990 (ADA).

7.4. CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations for the project scope.

8.0 QUALIFICATIONS PACKAGE REQUIREMENTS

8.1. CONTENT AND LAYOUT:

8.1.1. CONTRACTOR should provide the information as requested and as applicable to the proposed services. The qualifications package shall be organized as per the table below; headings and section numbering utilized in the qualifications package shall be the same as those identified in the table. Qualifications packages shall include, at a minimum, but not limited to, the following information in the format indicated:

Statement of Qualifications Layout
Organize and Number Sections as Follows:

Section 1	COVER LETTER (including firm information and contact information)
	SIGNATURE PAGE

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	SIGNED ADDENDA (if any)
	TABLE OF CONTENTS
Section 2	PROPOSED APPROACH (for meeting the services requested by County and described in Section 5.0, Scope of Work)
Section 3	PRE-QUALIFICATIONS/LICENSING REQUIREMENTS
Section 4	PROJECT EXPERIENCE AND REFERENCES (**ATTACHMENT A**)
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING (**ATTACHMENT B - EXHIBIT 10-H2, COST PROPOSAL**) (**SEALED SEPARATELY**)
Section 7	STATEMENT TO SERVICE ENTIRE COUNTY
Section 8	EXCEPTIONS
Section 9	APPENDIX

Section 1, Requirements:

Cover Letter: All qualifications packages must be accompanied by a cover letter not exceeding two (2) pages and should provide firm information and contact information as follows:

Firm Information: Description of the type of organization (e.g., corporation, partnership, including joint venture teams and subcontractors) and number of years in existence. Indicate any planned or anticipated changes in business organization or operations, such as dissolution, winding-up, merger, etc., that may bear on ability to complete services in accordance with AGREEMENT.

Contact Information: The name, address, phone number, and email of CONTRACTOR's primary contact person during the solicitation process through to potential AGREEMENT award.

Data Universal Numbering System (DUNS) Number: Provide DUNS number issued by Dun and Bradstreet Information Services. Firm(s) must have a DUNS number.

Former Firm Name(s): If any, indicate all previous firm (or branch office) name(s) during the last five (5) years. Indicate the year that any and all corporate name change(s) were effective and the associated DUNS number. This information is used to review past performance on Federal contracts.

Litigation History: Provide a description of litigation to which your firm has been a party to in the past five (5) years. Please include the following details:

Name of Case
Case Number
Date Filed

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Court in which Filed
Judgment or Result
Date of Judgment or Result

Signed Signature Page and Signed Addenda (if any Addenda were released for this solicitation). Qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink.

Table of Contents

Section 2, Proposed Approach (for Meeting the Services Requested by County):

An implementation plan that describes in detail:

(i) The methods to be used from project inception through project completion, including controls by which your firm manages projects of the type sought by RFQ #10914;
(ii) Manner in which your firm intends to provide adequate staffing, and equipment or other resources to be provided;
(iii) Identify subcontractors, if any, your firm proposes to use to provide the services as outlined in this RFQ #10914;
(iv) Methodology for soliciting and documenting views of internal and external stakeholders; and
(v) Any other project management or implementation strategies or techniques that CONTRACTOR intends to employ in carrying out the services requested.

Detailed description of efforts CONTRACTOR will undertake to achieve County satisfaction and to satisfy the requirements of Section 5.0, Scope of Work.

Section 3, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications, insurance, and licensing requirements as set forth in the County AGREEMENT, which may be viewed on the link provided on Section 19.0, Sample Agreement, of this RFQ #10914.

Licensing Requirements: CONTRACTOR must acknowledge, in writing, its compliance with all laws governing the services as described within RFQ #10914, and that it meets all governmental licensing requirements.

CONTRACTOR shall possess all permits, licenses, and professional credentials necessary to supply products, and the ability to deploy devices and perform services as specified under RFQ #10914.

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Section 4, Project Experience and References (see Attachment A):

Organizational Chart of Proposed Team: CONTRACTOR shall attach the firm's organizational chart. The chart should show the names and roles of all key personnel and the firm they are associated with if they are a subcontractor. The chart should provide a clear picture of the working relationship between all key personnel on the proposed team.

Resume(s) of Key Staff: CONTRACTOR shall provide resume(s) for each key person on the proposed team. County will be looking at each proposed team member's relevant technical expertise to provide on-call construction management services listed in Section 5.0, Scope of Work and that proposed project team has experience with Caltrans Local Assistance procedures and other federal grant procedures. County will also be checking that assigned staff has appropriate licenses, registrations, and certifications to provide on-call construction management services listed in the Scope of Work, and that some or all of the team members (firms) have previously worked together on similar projects.

Experience and References: CONTRACTOR shall describe its demonstrated capability, including length of time it has provided the services requested in this solicitation.

CONTRACTOR shall provide three (3) similar projects in **ATTACHMENT A – PROJECT EXPERIENCE AND REFERENCES** for which it provided similar services as described in Section 5.0, Scope of Work (preferably California State or local government agencies) within the last five (5) years. Information provided should demonstrate work experience with on-call construction management services for projects of various sizes and scope; governmental agency work experience; and record of accomplishing project on schedule and within budget. Examples should demonstrate that CONTRACTOR had the capacity and expertise to meet previous customer's needs, and should include at a minimum:

1. Client Name and Contact Information
2. Project Name (if applicable)
3. Brief Project Description
    - Include project team and their roles
4. Project Start and End Date
5. Project Details including the following:
    - Size (i.e., number of parcels/miles/square feet)
    - Type(s) of services provided
    - Name of General Contractor on Project

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as those issued by the California Division of Occupational Safety and Health (CAL/OSHA)) received by CONTRACTOR, or any business organization owned or operated by

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CONTRACTOR, or any business organization which owns or operates as CONTRACTOR, from any public agency for the last five (5) years.

Section 5, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices to which it adheres while doing business as relevant to the County's Climate-Friendly Purchasing Policy: ***https://www.countyofmonterey.gov/home/showpublisheddocument/22305/636241459023900000***. CONTRACTOR shall indicate whether it is a 'Green Certified' business and state which governing authority administered the certification.

Section 6, Pricing (see Attachment B):

CONTRACTOR shall complete and submit pricing (including for proposed subcontractors) as per **EXHIBIT 10-H2, COST PROPOSAL (ATTACHMENT B)** of the Caltrans LAPM and submit in a **SEPARATE SEALED ENVELOPE**.

Section 7, Statement to Service Entire County:

Include a statement acknowledging that CONTRACTOR can service all locations or stipulate which of the following locations CONTRACTOR cannot provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County past the San Luis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

Section 8, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify at the top of each page with "EXCEPTION TO COUNTY RFQ #10914". Each exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an exception does not obligate County to revise the terms of the RFQ or AGREEMENT.

Section 9, Appendix:

CONTRACTOR may provide any additional information that it believes to be applicable to this qualifications package and include such information in an Appendix section.

8.2. **ADDITIONAL REQUIREMENTS:** To be considered "responsive", submitted qualifications packages shall adhere to the following:

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8.2.1. Four (4) sets of the qualifications package (one [1] original qualifications package marked "Original" plus three [3] copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the submitting company name and reference to "RFQ #10914". In addition, submit one (1) electronic version (preferrable as a PDF file) of the entire qualifications package on a USB memory stick. Additional copies may be requested by County at its discretion.

8.2.2. Qualifications packages shall be prepared on 8 ½ x 11 paper, preferably bound with front and back covers. Foldout charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

8.2.3. Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.

8.2.4. CONTRACTOR shall not use white-out or similar correction products to make late changes to their qualifications package. Any corrections or late changes must be made by manually striking through the incorrect text and making the correction in BLUE ink. Corrections may be handwritten or typed next to the original text and must be initialed in BLUE ink by the individual signing the qualifications package.

8.2.5. To validate your qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your qualifications package**. Qualifications packages submitted without that page will be deemed non-responsive. Qualifications package signature on the Signature Page must be manual, in BLUE ink, and included with the original copy of the qualifications package. Photocopies of the Signature Page may be inserted into the remaining three (3) qualifications package copies.

8.3. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET INFORMATION:** Qualifications packages submitted in response to this RFQ are not to be marked, in whole or in part, as confidential or proprietary and must not constitute or contain information that is confidential, proprietary, or trade secret, or subject to any other claim that it is not subject to public disclosure under applicable law. The County may refuse to consider any qualifications package so marked. Qualifications packages submitted in response to this RFQ will become subject to public disclosure per the requirements of applicable law, including but not limited to the California Public Records Act, Government Code Section 6250 et seq, and the Ralph M. Brown Act, Government Code Section 54950 et seq. Please be advised that all information and documents submitted to County by CONTRACTOR shall become non-confidential, non-proprietary, non-trade secret, public records without exception and subject to public disclosure by the County at any time without prior notice to CONTRACTOR, whether pursuant to a request for disclosure or otherwise, including but not limited to disclosure in the course of County's normal procedures to post on the internet or otherwise make available to the general public documents of interest to the public. All interested CONTRACTORS are advised to consider, when deciding what

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information to include in their submitted qualifications package, that such inclusion will result in the information becoming a fully disclosable public record. The County shall not be liable in any way for disclosure of any such records or part thereof related to this RFQ or any qualifications package, including, but not limited to, evaluations, proposals, or any other information or records. In submitting the information and documents, the CONTRACTOR is agreeing to the County's release of such information and documents under the Public Records Act or the Brown Act, without further notice to the CONTRACTOR, and is agreeing to release, indemnify, and hold harmless the County from any harm that may result to the Proposer or any third party for release of such information and documents. This release and promise to defend and indemnify is given regardless of whether any exemption from disclosure may be available or might have been claimed under applicable law, and CONTRACTOR's responding to this RFQ acknowledge that the decision whether to assert any such exemption will be made in the County's sole discretion. Submission by an interested CONTRACTOR constitutes a complete waiver of any claims whatsoever against the County, and/or its agents, officers, or employees, that the County has violated a vendor's right to privacy, disclosed trade secrets, or caused any damage by allowing the qualifications package to be inspected.

Additionally, all qualifications packages received by County in response to this RFQ shall become the exclusive property of the County. The County reserves the right, without limitation, to make use of any information or ideas contained in the qualifications package submitted. By submitting information and documents to the County as part of this RFQ, CONTRACTORS acknowledge and agree to the terms of this Section 8.3.

9.0 SELECTION CRITERIA

9.1. The selection of CONTRACTOR(s) and subsequent AGREEMENT award(s) will be based on the criteria contained in this solicitation, as demonstrated in the submitted qualifications package. CONTRACTOR should submit sufficient information for County to easily evaluate qualification packages with respect to the selection criteria. The absence of required information may cause the qualifications packages to be deemed non-responsive and may be cause for rejection. County may decide to conduct interviews and contact references during the selection process.

9.2. Selection criteria include, but are not limited to, the following:

9.2.1. CONTRACTOR's demonstrated understanding of the services required as described within this RFQ #10914, quality and thoroughness of the qualifications package.

9.2.2. CONTRACTOR's professional qualifications based on the firm's personnel proposed for these services. County is interested in the firm's history of successful projects, and specifically in the background and ability of the proposed personnel.

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9.2.3. CONTRACTOR's demonstrated related project experience, previous governmental agency work, including on-call contract work.

9.2.4. CONTRACTOR's record of safety and regulatory compliance.

9.2.5. CONTRACTOR's demonstrated ability to perform on site work safely and efficiently for similar clients.

9.2.6. Ability of CONTRACTOR to provide services throughout the entire County, including ability to respond timely to emergencies.

9.2.7. CONTRACTOR's history of reliable, prompt, and thorough services.

9.2.8. Ability of CONTRACTOR to provide services at competitive rates.

9.2.9. CONTRACTOR's compliance with all County requirements, including insurance and indemnification requirements, as detailed within RFQ #10914 and in the AGREEMENT (see Section 19.0, Sample Agreement).

9.2.10. CONTRACTOR's sustained industry reputation for customer satisfaction in quality of service, in resolving service problems, and providing customer support as necessary.

9.3. In an effort to select the highest quality services for the County at the best possible value, all qualifications packages will be evaluated on their ability to provide services listed under Section 5.0, Scope of Work.

9.3.1. Scoring criteria include the following:

Scoring Criteria	**Maximum Points**
Understanding of the work to be done	25
Experience with similar kinds of work	25
Quality of staff assigned for work to be done	20
Familiarity with state and federal procedures	10
Demonstrated Technical Ability	10
References	10
Total Maximum Points	**100**

9.4. AGREEMENT award(s) will not be based on cost alone.

9.5. To the extent that personnel and equipment shall be provided under this AGREEMENT, CONTRACTOR, if so requested, shall afford County an opportunity to inspect CONTRACTOR's equipment and additional proposed team information prior to award of the AGREEMENT.

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9.6. The award(s) resulting from this RFQ #10914 will be made to CONTRACTOR(s) that submit a response that, in the sole opinion of County, best serves the overall interest of County.

9.7. The award(s) made from this RFQ #10914 may be subject to approval by County Board of Supervisors.

10.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

10.1. Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER THE FOLLOWING INFORMATION:

RFQ #: RFQ #10914, On-Call Construction Management Services
PRIMARY CONTACT FOR COUNTY NAME: Dalia Mariscal-Martinez
CONTRACTOR's NAME: _____

10.2. Mailing Address: Qualifications packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.

10.3. Due Date: Qualifications packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of CONTRACTOR to ensure that the qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Qualifications packages received after the deadline shall be rejected and returned unopened.

10.3.1 Carrier: If the qualifications package is to be delivered via carrier, the carrier tracking number for the package shall be emailed to the Primary Contact for the County listed in Section 4.1 of this solicitation prior to the submittal deadline. This will verify the qualifications package was received on time.

10.3.2 In person: If the qualifications package is to be delivered in person by the CONTRACTOR or by the CONTRACTOR's representative or agent, a confirmation of receipt shall be requested by the CONTRACTOR or by the CONTRACTOR's representative or agent to confirm the qualifications package meets the submittal deadline.

10.4. Shipping Costs: Unless stated otherwise, the Free on Board (FOB) for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.

10.5. Acceptance: Qualifications packages are subject to acceptance at any time within ninety (90) days after opening. County reserves the right to reject any and all qualifications packages, or part of any qualifications package, to postpone the scheduled deadline date(s),

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to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible qualifications package and that would not affect a CONTRACTOR's ability to perform the work adequately as specified.

10.6. Ownership: All submittals in response to this solicitation become the property of County. If a CONTRACTOR does not wish to submit a qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".

10.7. Compliance: Qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.

10.8. CAL/OSHA: If applicable to the specific project scope, the items proposed shall conform to all applicable requirements of the CAL/OSHA Act of 1973.

11.0 PRICING

11.1. CONTRACTOR(s) shall complete **ATTACHMENT B - EXHIBIT 10-H2, COST PROPOSAL** for the provision of services as outlined within this RFQ.

11.2. CONTRACTOR prices stated in **ATTACHMENT B - EXHIBIT 10-H2, COST PROPOSAL** shall be effective from the date the qualifications package is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.

11.3. Prior to the start of each project (for any on-call services), County and CONTRACTOR(s) will mutually agree upon the budget for the project.

11.3.1. County will provide a defined scope.

11.3.2. Pricing may be based upon an hourly rate or by the project, based upon the direction of County.

11.3.3. Prices quoted for work assignments (for any on-call services) must remain in effect for a minimum of thirty (30) days.

11.4. Method of Payment

11.4.1. CONTRACTOR shall be paid based on specific rates of compensation.

11.5. Invoicing by CONTRACTOR(s) will clearly itemize, to show labor hours, material, direct costs, any mark-up, and shall include but is not limited to, the following:

11.5.1. County Department receiving services.

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11.5.2. Multi-Year Agreement (MYA) number.

11.5.3. Delivery Order (DO) number under which the invoice is to be charged.

11.5.4. Project name and services provided.

11.5.5. Date(s) of services.

11.5.6. County Project Manager.

11.6. Qualifications package should include any early payment discounts and/or incentives offered.

12.0 AGREEMENT AWARD

12.1. No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

12.2. Board of Supervisors: The award(s) made from this solicitation may be subject to approval by County Board of Supervisors.

12.3. Interview: County reserves the right to interview selected CONTRACTOR(s) before an AGREEMENT is awarded. The costs of attending any interview are the CONTRACTOR's responsibility.

12.4. Incurred Costs: County is not liable for any costs incurred by CONTRACTOR in response to this solicitation.

12.5. Notification: All CONTRACTORS who have submitted a qualifications package will be notified of the final decision as soon as it has been determined.

12.6. In County's Best Interest: The award(s) resulting from this solicitation will be made to CONTRACTOR(s) that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

13.0 PREVAILING WAGE

Under California Labor Code sections 1720 et seq., an AGREEMENT for some or all of the work contemplated by this RFQ may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: *http://www.dir.ca.gov/public-works/prevailing-wage.html*.

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14.0 SEQUENTIAL AGREEMENT NEGOTIATION

County will pursue AGREEMENT negotiations with CONTRACTOR who submit(s) the best qualifications package or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the AGREEMENT negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue AGREEMENT negotiations with the entity that submitted a proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

15.0 AGREEMENT TERMS AND CONDITIONS

15.1. CONTRACTOR(s) selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested services. The AGREEMENT shall be written by County in a standard format approved by the Office of the County Counsel, similar to the County of Monterey Agreement for Professional Services referenced in Section 19.0 "**SAMPLE AGREEMENT SECTION**" below. Submission of a signed qualifications package and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in Section 19.0 below and at https://www.countyofmonterey.gov/home/showpublisheddocument/139258/638779912688970000. County may but is not required to consider including language from the CONTRACTOR's proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS SECTION of CONTRACTOR's qualifications package.

15.2. Federal and state funding required forms and exhibits for projects that are federally or state funded, CONTRACTOR shall sign and include all applicable exhibits required for projects with federal or state funding. **EXHIBIT A – FEDERAL PROVISIONS** includes the applicable forms required for projects with federal funding. Additional forms may be required for specific projects with federal or state funds.

16.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

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17.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by CONTRACTOR that are submitted as part of the submittal will become the property of County when received by County **and may be considered public information under applicable law.** Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION", in conformity with the specific requirements set forth in Section 8.3, above. County will not disclose proprietary information to the public, unless required by law; however, County cannot guarantee that such information will be held confidential. **As a California government entity, County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary.** County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

18.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms, and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: _____ Yes _____ No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. If and when CONTRACTOR extends the prices, terms, and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

19.0 SAMPLE AGREEMENT

The County AGREEMENT with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at the following link: https://www.countyofmonterey.gov/home/showpublisheddocument/139258/638779912688970000.

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SIGNATURE PAGE

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS

RFQ #10914
RELEASE DATE: May 15, 2025

RFQ #10914 TITLE: On-Call Construction Management Services

QUALIFICATIONS PACKAGES ARE DUE AT THE DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS BY 3:00 P.M., PACIFIC STANDARD TIME (PST), ON WEDNESDAY, JUNE 25, 2025

MAILING ADDRESS:
COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS
1441 SCHILLING PLACE, SOUTH 2nd FLOOR
SALINAS, CALIFORNIA 93901-4527

QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO:
Dalia Mariscal-Martinez, mariscaldm@countyofmonterey.gov, (831) 755-8966

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH QUALIFICATIONS PACKAGE (one [1] original plus three [3] copies):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal in order to validate your qualifications package.
Qualifications packages submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE QUALIFICATIONS PACKAGE
I hereby agree to furnish the articles and/or services stipulated in my qualifications package at the price quoted, subject to the instructions and conditions in the RFQ. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this qualifications package.

Company Name: _____ Date: _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

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ATTACHMENTS/EXHIBITS

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ATTACHMENT A - PROJECT EXPERIENCE/REFERENCES

Please submit three (3) references from clients for whom your firm provided similar services as described in Section 5.0, Scope of Work (preferably California State or local government agencies) in the previous five (5) years. Please include, at a minimum, the following information:

- **Client Name and Contact Information**
  Please include project manager name, address, phone number, and email address.

- **Project Name (if applicable)**

- **Brief Project Description**
  Please include project team and their roles.

- **Project Start and End Date**

- **Project Details**
  Please include size (i.e., number of parcels/miles/square feet), type(s) of services provided, and name of General Contractor on the project. Additionally, please include significant issues and challenges, your firm's performance in providing services on schedule and within budget, and any other information considered to be relevant in evaluation of your firm's performance.

– End of Attachment A –

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ATTACHMENT B – EXHIBIT 10H-2, COST PROPOSAL

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount $_____ Date _____

For Combined Rate				
	Fringe Benefit %	+ General &Administrative %	=	Combined ICR%
OR				
For Home Office Rate				
	Fringe Benefit %	+ General &Administrative %	=	Home Office ICR%
For Field Office Rate				
	Fringe Benefit %	+ General &Administrative %	=	Field Office ICR%

	Fee	=	%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual **or** Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
John Doe – Project Manager *	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Civil Engineer II	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Sue Jones – Construction	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Engineer/Inspector	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
Engineer I	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Buddy Black – Claims Engineer	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Engineer III	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Land Surveyor **	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		$00 - $00
	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	$00 - $00
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	$00 - $00
Technician	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		$00 - $00
	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	$00 - $00
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	$00 - $00

(Add pages as necessary)

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ATTACHMENT B – EXHIBIT 10H-2, COST PROPOSAL

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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ATTACHMENT B – EXHIBIT 10H-2, COST PROPOSAL

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ ☐ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs			$	$
Equipment Rental and Supplies			$	$
Permit Fees			$	$
Plan Sheets			$	$
Test			$	$
Vehicle			$	$
Subconsultant 1:				$
Subconsultant 2:				$
Subconsultant 3:				$
Subconsultant 4:				$
Subconsultant 5:				$

Note: Add additional pages if necessary.

NOTES:
1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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ATTACHMENT B – EXHIBIT 10H-2, COST PROPOSAL

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the Consultant is providing under the proposed contract:

– End of Attachment B –

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(Print Name and Title)

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In compliance with RFQ #10914, the CONTRACTOR (also referred to as "Consultant") will be required to comply with Federal Provisions if the project uses Federal Highway Administration (FHWA) funds. Federal Provisions, Exhibit A, attached hereto, shall be completed by CONTRACTOR (Consultant) and submitted to COUNTY (also referred to as "Local Agency") for approval prior to COUNTY (Local Agency) issuing a Notice to Proceed for the project to CONTRACTOR (Consultant).

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Article I - Introduction

A. This AGREEMENT is between the following named, hereinafter referred to as, CONTRACTOR and the following named, hereinafter referred to as, COUNTY:

The name of the "CONTRACTOR" is as follows:

_____
_____
_____

Incorporated in the State of California

The Project Manager for the "CONTRACTOR" will be:

_____

The name of the COUNTY is as follows:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527

The Project Manager for the COUNTY will be:

_____
_____
_____

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONTRACTOR's Cost Proposal dated (month, date, year). The approved CONTRACTOR's Cost Proposal is attached hereto as (Exhibit _____) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONTRACTOR agrees to the fullest extent permitted by law, to indemnify, protect, defend, and holdharmless COUNTY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONTRACTOR, except such loss or damage which was caused by the sole negligence, or willful misconduct of COUNTY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONTRACTOR in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor, and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY.

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E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONTRACTOR's assigned personnel. CONTRACTOR, in the performance of its obligation hereunder, is only subject to the control or direction of the COUNTY as to the designation of tasks to be performed and theresults to be accomplished.

F. Any third-party person(s) employed by CONTRACTOR shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONTRACTOR 's obligations under this AGREEMENT are not assignable or transferable, and CONTRACTOR shall not subcontract any work, without the prior written approval of the COUNTY. However, claims for money due or which become due to CONTRACTOR from COUNTY under this AGREEMENT may be assigned to a financial institutionor to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COUNTY.

H. CONTRACTOR shall be as fully responsible to the COUNTY for the negligent acts and omissions of its contractors and subconsultants or subcontractors, and of persons either directly orindirectly employed by them, in the same manner as persons directly employed by CONTRACTOR.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONTRACTOR as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Article II Contractor's Reports or Meetings

(Choose either Option 1 or Option 2)

☐ (Option 1 – Use Paragraphs A & B below for standard AGREEMENT)

A. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the COUNTY's Contract Administrator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

☐ (Option 2 – Use Paragraphs A & B below for ON-CALL AGREEMENTS)

A. CONTRACTOR shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently

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detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

Article III Statement of Work

(Insert Appropriate Statement of Work including a Description of the Deliverables) *in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT.")*

A. CONTRACTOR Services ☐ Not Applicable to this Agreement

Detail based on the services to be furnished should be provided by CONTRACTOR. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONTRACTOR AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONTRACTOR/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact (FONSI), or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).

B. Right of Way ☐ Not Applicable to this Agreement

State whether Right of Way requirements to be determined and shown by CONTRACTOR, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.

C. Surveys ☐ Not Applicable to this Agreement

State whether or not the CONTRACTOR has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations ☐ Not Applicable to this Agreement

State specifically whether or not CONTRACTOR has the responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONTRACTOR, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

E. COUNTY (LOCAL AGENCY) Obligations ☐ Not Applicable to this Agreement

All data applicable to the project and in possession of COUNTY (local agency), another agency, or government agency that are to be made available to CONTRACTOR are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONTRACTOR are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work ☐ Not Applicable to this Agreement

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the

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work by representatives of the COUNTY, State, and/or FHWA. Costs incurred by CONTRACTOR for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings ☐ Not Applicable to this Agreement
For AGREEMENTS requiring the preparation of construction drawings and make provision for checking shop drawings. Payment for checking shop drawings by CONTRACTOR is included in the AGREEMENT fee, or provision may be made for separate payment.

H. CONTRACTOR Services During Construction ☐ Not Applicable to this Agreement
The extent, if any of CONTRACTOR's services during the course of construction as material testing, construction surveys, etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules ☐ Not Applicable to this Agreement
AGREEMENTS where appropriate, shall provide that CONTRACTOR document the results of the work to the satisfaction of COUNTY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies ☐ Not Applicable to this Agreement
The number of copies or documents to be furnished such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps *shall be specified.* Provision may be made for payment for additional copies.

Article IV Performance Period

A time must be set for beginning and ending the work under the AGREEMENT. The time allowedfor performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONTRACTOR, they should be identified and incorporated into the AGREEMENT.

A. This AGREEMENT shall go into effect on (month, date, year), contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY Contract Administrator. The AGREEMENT shall end on (month, date, year)**,** unless extended by AGREEMENT amendment.

B. CONTRACTOR is advised that any recommendation for AGREEMENT award is not binding on COUNTY until the AGREEMENT is fully executed and approved by COUNTY.

Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTS. On-call AGREEMENTS shall be five (5) years maximum.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the AGREEMENT to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

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Article V Allowable Costs and Payments

(Choose either Option 1, 2, 3, or 4)

☐ *(Option 1 - Use paragraphs A through K below for Cost-Plus-Fixed Fee AGREEMENTS. Use Exhibit10-H1: Cost Proposal Format)*

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONTRACTOR's Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by COUNTY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONTRACTOR's agreement to the extension of the one (1)-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of $_____. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONTRACTOR will be reimbursed, promptly according to California Regulations upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable.

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Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

I. The total amount payable by COUNTY including the fixed fee shall not exceed $_____.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

☐ *(Option 2 - For Cost per Unit of Work AGREEMENTS, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for workspecific to your project. Use Exhibit 10-H3: Cost Proposal Format*).

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed, therefore.

B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be $_____ per approved Cost Proposal. This rate shall be for a fully equipped vehicle(s) specified in Article III Statement of Work, as applicable the specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event, COUNTY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by COUNTY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

☐ ***(Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements [such as on-call Agreements].*** **This payment method shall only be used when it is not possible at the time of**

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procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTS or components of AGREEMENTS for specialized or support type services where the CONTRACTOR is not in direct control of the number of hours worked, such as construction engineering and inspection. ***Use Exhibit 10-H2: Cost Proposal Format).***

A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONTRACTOR will be reimbursed within thirty (30) calendar days upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate.

B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved cost proposal and in the executed Task Order.

C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONTRACTOR's approved Cost Proposal.

CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. (*COUNTY to include either (a) or (b) below; delete the other one (1))*

(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.

(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONTRACTOR will be responsible for transportation and subsistence costs in excess of State rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services

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provided and actual costs incurred.

I. CONTRACTOR shall not commence performance of work or services until this AGREEMENT has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.

K. CONTRACTOR will be reimbursed, within thirty (30) days upon receipt by COUNTY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due to COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONTRACTOR prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

N. If CONTRACTOR fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend the language (or terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by COUNTY for all Task Orders resulting from this AGREEMENT shall not exceed **$** It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

☐ *(Option 4 - Use paragraphs A through E below for lump sum AGREEMENTS. Use Exhibit 10-H1: Cost Proposal Format).*

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will

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be paid to CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONTRACTOR shall not commence performance of work or services until this AGREEMENT has been approved by COUNTY and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONTRACTOR will be reimbursed within thirty (30) days upon receipt by County's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONTRACTOR's work unless a later date id approved by County. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

E. The total amount payable by COUNTY shall not exceed $_____.

Article VI Termination

A. This AGREEMENT may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date, whether completed or not.

B. COUNTY may temporarily suspend this AGREEMENT, at no additional cost to COUNTY, provided that CONTRACTOR is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COUNTY gives such notice of temporary suspension, CONRACTOR shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this AGREEMENT by CONTRACTOR, and COUNTY may withhold any payments due to CONTRACTOR until such time

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as exact amount of damages, if any, due COUNTY from CONTRACTOR isdetermined.

D. In the event of termination, CONTRACTOR shall be compensated as provided for in this AGREEMENT. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date, whether completed or not.

Article VII Cost Principles and Administrative Requirements

A. CONTRACTOR agrees that 48 CFR Part 31, Contract Cost Principles and Procedures shall be used to determine the allowability of individual terms of cost.

B. CONTRACTOR also agrees to comply with Federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by CONTRACTOR to COUNTY.

D. When a CONTRACTOR or subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

Article VIII Retention of Records/Audit

For the purpose of determining compliance with Government Code §8546.7, the CONTRACTOR, subcontractors, and COUNTY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT, including but not limited to, the costs of administering the AGREEMENT. All parties, including the CONTRACTOR's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. COUNTY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of CONTRACTOR, subcontractor and the CONTRACTOR's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

Article IX Audit Review Procedures

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by COUNTY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONTRACTOR and subcontractor AGREEMENTS, including cost proposals and Indirect Cost Rates

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(ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is CONTRACTOR's responsibility to ensure federal, state, COUNTY or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Government Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

   Accepted rates will be as follows:
   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.

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3. If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA-audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COUNTY; and (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

Article X Subcontracting

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the COUNTY and any subcontractor(s), and no sub agreement shall relieve the CONTRACTOR of its responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the COUNTY for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from the COUNTY's obligation to make payments to the CONTRACTOR.

B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the CONTRACTOR's approved Cost Proposal.

C. Any sub agreement entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to subcontractors unless otherwise noted.

D. CONTRACTOR shall pay its subcontractors within fifteen (15) calendar days from receipt of each payment made to the CONTRACTOR by the COUNTY.

E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator in advance of assigning work to a substitute subcontractor(s).

F. Prompt Progress Payment
CONTRACTOR or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR or subcontractor to a subcontractor, CONTRACTOR or subcontractor may withhold no more than one hundred fifty percent (150%) of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of two percent (2%) percent of the amount due per month for every month that payment is not made.

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In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

G. Prompt Payment of Withheld Funds to subcontractors

The COUNTY may hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to CONTRACTOR based on these acceptances. The COUNTY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONTRACTOR or subcontractor to a subcontractor. (Choose either Method 1, Method 2, or Method 3 below and delete the other two (2).)

☐ **Method 1**: No retainage will be held by the COUNTY from progress payments due to CONTRACTOR. CONTRACTORS and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☐ **Method 2**: No retainage will be held by the COUNTY from progress payments due to CONTRACTOR. Any retainage kept by CONTRACTOR or by a subcontractor must be paid in full to the earning subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☐ **Method 3**: The COUNTY shall hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY of the contract work and pay retainage to CONTRACTOR based on these acceptances. CONTRACTOR or subcontractor shall return all monies withheld in retention from all subcontractors within fifteen (15) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the COUNTY. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR; deficient subcontractor performance

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and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor.

Article XI Equipment Purchase and Other Capital Expenditures

A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONTRACTOR's approved Cost Proposal and exceeding five thousand dollars ($5,000) with prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

Article XII State Prevailing Wage Rates

A. No CONTRACTOR or subcontractor may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONTRACTOR shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations

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applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONTRACTOR and subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:

    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.

    c. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on

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the business day following receipt of the request.

3. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or subcontractor performing the work shall not be marked or obliterated.

5. The CONTRACTOR shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONTRACTOR or subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

E. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

F. Penalty

1. The CONTRACTOR and any of its subcontractor shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the COUNTY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the contract by the CONTRACTOR or by its subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any

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escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor.

4. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONTRACTOR and the subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.

    c. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

    d. Prior to making final payment to the subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the subcontractor had paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, COUNTY shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a subcontractor has failed to pay workers the general prevailing rate of per diem wages.

6. If COUNTY determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONTRACTOR shall forfeit, as a penalty to the COUNTY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONTRACTOR or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day

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and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subcontract exceeds thirty thousand dollars ($30,000), the CONTRACTOR and any subcontractors under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONTRACTORs and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONTRACTOR and subcontractors are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

Article XIII Conflict of Interest

A. During the term of this AGREEMENT, the CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this AGREEMENT, or any ensuing COUNTY construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any ensuing COUNTY construction project, which will follow.

B. CONTRACTOR certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONTRACTOR agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT.

CONTRACTOR further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.

C. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. CONTRACTOR hereby certifies that the CONTRACTOR or subcontractor, and any firm affiliated with CONTRACTOR or subcontractor that bids on any construction contract, or on any AGREEMENT to provide construction inspection for any construction project resulting from this AGREEMENT. An affiliated firm is one, which is subject to the control of the same persons through joint ownership, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

Article XIV Rebates, Kickbacks or Other Unlawful Consideration

The CONTRACTOR warrants that this AGREEMENT was not obtained or secured through rebates

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kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right, in its discretion, to terminate this AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Article XV Prohibition of Expending County, State, or Federal Funds for Lobbying

(Include this article in all AGREEMENTS where federal funding will exceed $150,000. If less than $150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number subsequent articles.)

A. CONTRACTOR certifies to the best of his or her knowledge and belief that:

1. No State, Federal, or County appropriated funds have been paid or will be paid, by-or-on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any local, State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT .

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

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000), for each such failure.

C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier sub agreements, which exceed one hundred thousand dollars ($100,000) and that all such subrecipients shall certify and disclose accordingly.

Article XVI Non-Discrimination Clause and Statement of Compliance

A. The CONTRACTOR's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code § 12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, Contractor and its subcontractors shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or

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military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.

E. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONTRACTOR, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONTRACTOR shall comply with regulations relative to non-discrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subcontractors.

I. CONTRACTOR, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONTRACTOR, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

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Article XVII Debarment and Suspension Certification

A. The CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System (https://sam.gov/content/home) maintained by the United States General Services Administration are to be determined by FHWA.

Article XVIII Disadvantaged Business Enterprises (DBE) Participation

A. CONTRACTOR, subrecipient (COUNTY), or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The COUNTY shows a contract goal for DBEs. CONTRACTOR shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

CONTRACTOR shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONTRACTOR's responsibility to verify at the date of proposal opening that the DBE firm is certified as DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the Agreement. Additionally, the CONTRACTOR is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONTRACTOR purchases from DBEs counts towards the goal in the following manner:

- One hundred percent (100 %) counts if the materials or supplies are obtained from a DBE manufacturer.

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- Sixty percent (60%) counts if the materials or supplies are purchased from a DBE regular dealer.

- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONTRACTORS who enter into a federally-funded agreement will assist the COUNTY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE contractor or subcontractors shall be in accordance with information contained in Exhibit 10-02: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

C. CONTRACTOR can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONTRACTOR must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONTRACTOR has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance Under 49 CFR 26.13(b)
CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONTRACTOR shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the CONTRACTOR from future proposing as non-responsible

E. Termination and Replacement of DBE Subcontractors
CONTRACTOR shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONTRACTOR or DBE Subcontractor obtains the COUNTY's written consent. CONTRACTOR shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

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Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the COUNTY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.

3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.

7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.

8. Listed DBE voluntarily withdraws with written notice from the AGREEMENT.

9. Listed DBE is ineligible to receive credit for the type of work required.

10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the AGREEMENT.

11. The COUNTY determines other documented good cause.

CONTRACTOR must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONTRACTOR's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the COUNTY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONTRACTOR and the COUNTY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, CONTRACTOR may move forward with the request as if the DBE had agreed to CONTRACTOR's written notice.

3. Submit CONTRACTOR's DBE termination request by written letter to the COUNTY and include:
   - One or more above listed justifiable reasons along with supporting documentation.
   - CONTRACTOR's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONTRACTOR's written notice.

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- The DBE's response to CONTRACTOR's written notice, if received. If a written response was not provided, provide a statement to that effect.

The COUNTY shall respond in writing to CONTRACTOR's DBE termination request within five (5) business days.

Replacement of DBE Subcontractors

After receiving the COUNTY'S written authorization of DBE termination request, CONTRACTOR must obtain the COUNTY'S written agreement for DBE replacement. CONTRACTOR must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the COUNTY which must include:
   a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
   b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
      - Description of scope of work and cost proposal
      - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
      - Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONTRACTOR has not identified a DBE replacement firm, submits documentation of CONTRACTOR's GFEs to use DBE replacement firms within seven (7) days of COUNTY's authorization to terminate the DBE. CONTRACTOR may request the COUNTY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
   - Search results of certified DBEs available to perform the original DBE work identified and or other work CONTRACTOR had intended to self-perform, to the extent needed to meet DBE commitment
   - Solicitations of DBEs for performance of work identified
   - Correspondence with interested DBEs that may have included contract details and requirements
   - Negotiation efforts with DBEs that reflect why an agreement was not reached
   - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
   - Copies of each DBE's and non-DBE's price quotes for work identified, as the COUNTY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
   - Additional documentation that supports CONTRACTOR's GFE

The COUNTY shall respond in writing to CONTRACTOR's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The COUNTY shall request CONTRACTOR to:

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1. Notify the COUNTY's Contract Administrator or designated representative of any changes to its anticipated DBE participation

2. Provide this notification before starting the affected work

3. Maintain records including:
   - Name and business address of each First-Tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONTRACTOR is a DBE CONTRACTOR, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONTRACTOR in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONTRACTOR in writing of the certification date. CONTRACTOR shall submit the notifications to the COUNTY. On work completion, CONTRACTOR shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the COUNTY within thirty (30) days of contract acceptance.

Upon work completion, CONTRACTOR shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within ninety (90) days of AGREEMENT acceptance. The COUNTY will withhold ten thousand dollars ($10,000) until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

In the COUNTY's reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

G. COMMERCIALLY USEFUL FUNCTION

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable), and paying for the material itself.

CONTRACTOR must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONTRACTOR must provide written notification to the COUNTY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the AGREEMENT. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

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Within 10 days of a DBE initially performing work or supplying materials on the AGREEMENT, CONTRACTOR shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONTRACTOR must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the AGREEMENT t using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONTRACTOR must submit to the COUNTY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONTRACTOR must notify the COUNTY immediately if they believe the DBE may not be performing a CUF.

The COUNTY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional COUNTY evaluations. The COUNTY must evaluate DBEs and their CUF performance throughout the duration of the AGREEMENT. The COUNTY will provide written notice to the CONTRACTOR and the DBE at least two (2) business days prior to any evaluation. The CONTRACTOR and the DBE must participate in the evaluation. Upon completing the evaluation, the COUNTY must share the evaluation results with the CONTRACTOR and the DBE. An evaluation could include items that must be remedied upon receipt. If the COUNTY determines the DBE is not performing a CUF, the CONTRACTOR must suspend performance of the noncompliant work.

CONTRACTOR and DBEs must submit any additional CUF related records and documents within five (5) business days of COUNTY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONTRACTOR and/or the COUNTY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONTRACTOR must immediately suspend performance of the noncompliant portion of the work. COUNTY may deny payment for the noncompliant portion of the work. COUNTY will ask the CONTRACTOR to submit a Corrective Action Plan (CAP) to the COUNTY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONTRACTOR will correct the noncompliance findings for the remaining portion of the DBE's work. COUNTY has five (5) days to review the CAP in conjunction with the CONTRACTOR's review. The CONTRACTOR must implement the CAP within five (5) days

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of the COUNTY's approval. The COUNTY will then authorize the prior noncompliant portion of work for the DBE's committed work.
If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the AGREEMENT, CONTRACTOR may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subcontractor is decertified during the life of the AGREEMENT, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the AGREEMENT, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime CONTRACTOR must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONTRACTOR must now submit Exhibit 9-P to the COUNTY administering the contract. If the CONTRACTOR does not make any payments to subcontractors, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

Article XIX Insurance

(Choose either Option 1 or Option 2)

☐ (Option 1 – For AGREEMENT with a scope of services that may require the CONTRACTOR or subcontractor to work within the operating state or County Highway Right of Way; where there would be exposure to public traffic or construction operations.)

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A. Prior to commencement of the work described herein, CONTRACTOR shall furnish COUNTY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONTRACTOR with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to COUNTY.
2. That COUNTY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That COUNTY will not be responsible for any premiums or assessments on the policy.

C. CONTRACTOR agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONTRACTOR agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

☐ (Option 2 – For AGREEMENTS with a scope of services that will not require the Contractor or subcontractor to work within the operating State or County Highway Right of Way where there would be exposure to public traffic or construction Contractor operations.)
CONTRACTOR is not required to show evidence of general comprehensive liability insurance.

Article XX Funding Requirements

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENTs were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. COUNTY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

Article XXI Change in Terms

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONTRACTOR shall only commence work covered by an amendment after the amendment is

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executed and notification to proceed has been provided by COUNTY's Contract Administrator.

C. There shall be no change in CONTRACTOR's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by COUNTY's Contract Administrator.

Article XXI Contingent Fee

CONTRACTOR warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Article XXII Disputes

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

(Choose either Option 1 or Option 2)

☐ (Option 1- Use paragraphs A through C below for all AGREEMENTs without PS&E submittal)

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and _____, who may consider written or verbal information submitted by CONTRACTOR.

B. Not later than thirty (30) calendar days after completion of all work under the contract, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONTRACTOR from full and timely performance in accordance with the terms of this AGREEMENT.

☐ (Option 2 – Replace Paragraph B, above, with the following for AGREEMENTS requiring the submission of PS&E)

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Article XXIV Inspection of Work

CONTRACTOR and any subcontractor shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

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Article XXV Safety

A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

(Add the following paragraph to all AGREEMENTS which may require trenching of five (5) feet or deeper)

D. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

Article XXVI Ownership of Data

A. It is mutually agreed that all materials prepared by CONTRACTOR under this AGREEMENT shall become the property of COUNTY, and CONTRACTOR shall have no property right therein whatsoever. Immediately upon termination, COUNTY shall be entitled to, and CONTRACTOR shall deliver to COUNTY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONTRACTOR in performing this AGREEMENT which is not CONTRACTOR's privileged information, as defined by law, or CONTRACTOR's personnel information, along with all other property belonging exclusively to COUNTY which is in CONTRACTOR's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by COUNTY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONTRACTOR hereunder to be work made for hire. CONTRACTOR acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.

C. Nothing herein shall constitute or be construed to be any representation by CONTRACTOR that the work product is suitable in any way for any other project except the one detailed in this AGREEMENT. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 -Patent Rights under Government Contracts for

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federal-aid contracts).

E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

Article XXVII Claims Filed by County's Construction Contractor

A. If claims are filed by COUNTY's construction contractor relating to work performed by CONTRACTOR's personnel, and additional information or assistance from CONTRACTOR's personnel is required in order to evaluate or defend against such claims; CONTRACTOR agrees to make its personnel available for consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONTRACTOR's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONTRACTOR's personnel services under this AGREEMENT.

C. Services of CONTRACTOR's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

Article XXVIII Confidentiality of Data

A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONTRACTOR in order to carry out this AGREEMENT, shall be protected by CONTRACTOR from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the AGREEMENT, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.

C. CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from a Legislative committee.

D. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.

E. Any sub agreement entered into as a result of this AGREEMENT shall contain all of the provisions of this Article.

(For PS&E contracts, add paragraph F below, to paragraphs A through E above)

F. All information related to the construction estimate is confidential and shall not be disclosed by CONTRACTOR to any entity other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONTRACTOR pursuant to performance of this AGREEMENT are

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confidential and CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONTRACTOR or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this AGREEMENT, COUNTY has the right to reimbursement and indemnity from CONTRACTOR for any damages caused by CONTRACTOR releasing the information, including, but not limited to, COUNTY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

Article XXIX National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two (2)-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

Article XXX Evaluation of Contractor

CONTRACTOR's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONTRACTOR for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

Article XXXI Prompt Payment

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONTRACTOR

The COUNTY shall make all project progress payments within 30 days after receipt of an undisputed and properly submitted payment request from CONTRACTOR. If COUNTY fails to pay promptly, the COUNTY shall pay interest to the CONTRACTOR, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the COUNTY shall act in accordance with both of the following:

(1) The COUNTY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The COUNTY must return any payment request deemed improper by the COUNTY to the CONTRACTOR as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONTRACTOR must now submit Exhibit 9-P to the COUNTY administering the AGREEMENT by the 15th of the month following the month of any payment(s). If the CONTRACTOR does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The COUNTY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The COUNTY must email a copy of Exhibit 9-P to dbe.forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONTRACTOR.

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ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A-E of the TITLE VI ASSURANCES

[The United States (US) Department of Transportation (DOT) Order No. 1050.2A requires all federal-aid DOT contracts between an agency and a CONTRACTOR to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the CONTRACTOR must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the AGREEMENT.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the US effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]

APPENDIX A

During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the US DOT as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the US DOT in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, US DOT, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the US DOT pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the US DOT in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

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TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US DOT, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the US DOT, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the US DOT and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a US DOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

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C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THEACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this AGREEMENT, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

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- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex.
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27.
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age).
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONTRACTOR:_____
_____, Project Manager
_____

COUNTY: _____
_____, Contract Administrator
_____

ARTICLE XXXIII AGREEMENT

The two (2) parties to this AGREEMENT, who are the before named CONTRACTOR and the COUNTY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two (2) parties. Both of these parties for and in consideration of the

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payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

COUNTY	CONTRACTOR
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
_____	_____
Date	Date

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CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL FORMS

The following forms can be viewed and downloaded in fillable format at: https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms.

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EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*			$	$
(Sr. Civil Engineer)			$	$
(Envir. Scientist)			$	$
(Inspector)**			$	$

LABOR COSTS

a) Subtotal Direct Labor Costs $ _____

b) Anticipated Salary Increases (see page 2 for calculation) $ _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **$** _____

INDIRECT COSTS

d) Fringe Benefits (Rate: _____%) e) Total Fringe Benefits [(c) x (d)] $ _____

f) Overhead (Rate: _____%) g) Overhead [(c) x (f)] $ _____

h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] $ _____

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] **$** _____

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee _____%] **$** _____

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			$	$
Equipment Rental and Supplies			$	$
Permit Fees			$	$
Plan Sheets			$	$
Test			$	$

l) **TOTAL OTHER DIRECT COSTS** $ _____

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: $ _____

Subconsultant 2: $ _____

Subconsultant 3: $ _____

Subconsultant 4: $ _____

m) **TOTAL SUBCONSULTANTS' COSTS** $ _____

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] $ _____

TOTAL COST [(c) + (j) + (k) + (n)] $ _____

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$250,000.00	5000	=	$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$50.00	+	2%	=	$51.00	Year 2 Avg Hourly Rate
Year 2	$51.00	+	2%	=	$52.02	Year 3 Avg Hourly Rate
Year 3	$52.02	+	2%	=	$53.06	Year 4 Avg Hourly Rate
Year 4	$53.06	+	2%	=	$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$50.00	*	1000	=	$50,000.00	Estimated Hours Year 1
Year 2	$51.00	*	2000	=	$102,000.00	Estimated Hours Year 2
Year 3	$52.02	*	750	=	$39,015.00	Estimated Hours Year 3
Year 4	$53.06	*	750	=	$39,795.30	Estimated Hours Year 4
Year 5	$54.12	*	500	=	$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$257,871.10	
	Direct Labor Subtotal before Escalation			=	$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	**$7,871.10**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

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EXHIBIT 10-H1 COST PROPOSAL

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *:_____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the Consultant is providing under the proposed contract:

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount $_____ Date _____

For Combined Rate				
	Fringe Benefit %	+ General &Administrative %	=	Combined ICR%
OR				
For Home Office Rate				
	Fringe Benefit %	+ General &Administrative %	=	Home Office ICR%
For Field Office Rate				
	Fringe Benefit %	+ General &Administrative %	=	Field Office ICR%

Fee	=	%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT (1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual **or** Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
John Doe – Project Manager *	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Civil Engineer II	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Sue Jones – Construction	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Engineer/Inspector	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
Engineer I	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Buddy Black – Claims Engineer	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Engineer III	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Land Surveyor **	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		$00 - $00
	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	$00 - $00
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	$00 - $00
Technician	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		$00 - $00
	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	$00 - $00
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	$00 - $00

(Add pages as necessary)

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NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ ☐ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs			$	$
Equipment Rental and Supplies			$	$
Permit Fees			$	$
Plan Sheets			$	$
Test			$	$
Vehicle			$	$
Subconsultant 1:				$
Subconsultant 2:				$
Subconsultant 3:				$
Subconsultant 4:				$
Subconsultant 5:				$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the Consultant is providing under the proposed contract:

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EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS

(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:
(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)
Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate ($)	Total ($)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
ODC Example: Travel/Mileage Costs			$	$
ODC Example: Mobilization/De-mobilization			$	$
ODC Example: Supplies/Consumables			$	$
ODC Example: Report			$	$
ODC (List more ODCs as applicable)			$	$
Subconsultant 1:				$
Subconsultant 2:				$
Subconsultant 3:				$
Subconsultant 4:				$
Subconsultant 5:				$

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK **$_____**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

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EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the Consultant is providing under the proposed contract:

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EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ **% OR**

Home Office Rate_____% and Field Office Rate (if applicable)_____%

Facilities Capital Cost of Money_____% (if applicable)

Fiscal period *_____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

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accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $_____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is_____.
- Years of consultant's experience with 48 CFR Part 31 is_____.
- Audit history of the consultant's current and prior years (if applicable)
  - ☐ Cognizant ICR Audit
  - ☐ Local Gov't ICR Audit
  - ☐ Caltrans ICR Audit
  - ☐ CPA ICR Audit
  - ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**:_____ Title**:_____

Signature:_____ Date of Certification (mm/dd/yyyy):_____

Email**:_____ Phone Number**:_____

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

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Reset Form

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %

Local Agency to Complete this Section		
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____ _____ _____	**11. TOTAL CLAIMED DBE PARTICIPATION**	**%**
	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. DBE % - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. Total Claimed DBE Participation % - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
18. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
19. Proposed Contract Execution Date - Enter the proposed contract execution date.
20. Consultant's Ranking after Evaluation – Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

Docusign Envelope ID: 5443DF3D-3009-4E2D-8116-9AFD37F6A8F3

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount

Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____		14. TOTAL CLAIMED DBE PARTICIPATION	$ %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature	16. Date
25. Local Agency Representative's Name	26. Phone	17. Preparer's Name	18. Phone
27. Local Agency Representative's Title		19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. Project Location - Enter the project location as it appears on the project advertisement.
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Total Contract Award Amount - Enter the total contract award dollar amount for the prime consultant.
8. Total Dollar Amount for ALL Subconsultants – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. Total number of ALL subconsultants – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
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Docusign Envelope ID: 5443DF3D-3009-4E2D-8116-9AFD37F6A8F3

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity
☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

Docusign Envelope ID: 5443DF3D-3009-4E2D-8116-9AFD37F6A8F3

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

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LOCAL ASSISTANCE PROCEDURES MANUAL
EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE
Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The County of Monterey established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts withing five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even in the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

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C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

Attachment F

County of Monterey
PUBLIC WORKS, FACILITIES AND PARKS
Randell Ishii, MS, PE, TE, PTOE, Director

1441 Schilling Place, 2nd Floor
Salinas, CA 93901
O: 831 755 4800
F: 831 755 4958

DATE: June 6, 2025

TO: All Contractors submitting Qualifications Packages for Request for Qualifications (RFQ) #10914 for On-Call Construction Management Services for Various Construction Projects located in the County of Monterey County, California

ADDENDUM NO. 1

This addendum to **RFQ #10914 for On-Call Construction Management Services for Various Construction Projects located in the County of Monterey County, California** consists of the following:

- Preliminary questions and written responses

- The signed acknowledgement page of Addendum No. 1 must be signed and submitted with your Qualifications Package.

- Qualifications Packages received without the signed acknowledgement page, will be considered nonresponsive.

RECEIPT OF ADDENDUM NO. 1 TO RFQ #10914 IS HEREBY ACKNOWLEDGED

_____ _____
Authorized Company Representative Signature Company Name

_____ _____
Printed Name and Title Date

CountyofMont
2015

This Addendum No. 1 consists of the following: **preliminary questions/written responses** for **RFQ #10914 for On-Call Construction Management Services for Various Construction Projects located in the County of Monterey County, California**.

Question No.	Question	County of Monterey Response
1.	There is no DBE requirement listed in the RFQ…is that correct?	*That is correct. There is no DBE requirement listed in the RFQ.*
2.	The County's Capital Improvement Plan includes roadway, drainage, and vertical construction projects. Will this RFP #10914, encompass vertical construction projects as well? If so, would it be acceptable to submit our relevant experience with vertical construction projects in lieu of the experience requirements outlined in Sections 7.2 and 7.3, which pertain specifically to roadway and drainage projects?	*This RFQ is for on-call construction management services for various construction projects located in the County of Monterey. Contractor may provide additional information that Contractor believes to be applicable and include such information in the Appendix section of Contractor's Qualifications Package.*
3.	Is there a Disadvantaged Business Enterprise (DBE) goal that needs to be met for the overall contract, or will DBE goals be established for each individual project under the contract?	*There is no DBE goal that needs to be met for the overall contract. DBE goals will be determined per separate projects/task orders issued from the on-call contract. It is unknown at the moment how many projects/task orders will have a DBE goal, but it is anticipated that the majority of the projects/task orders will not have a DBE goal.*
4.	Is the County looking for the consultant to provide SWPPP services? And will the consultant need to provide a QSD and/or QSP?	*County expects Contractor to have background knowledge regarding stormwater. Being certified as a QSD and/or QSP is a plus.*

~ END ADDENDUM NO. 1 ~

Introduced: 11/5/2025

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve an Agreement for Purchase of Real Property to acquire Permanent Slope and Drainage Maintenance Easements for the maintenance of Viejo Road Storm Damage Repairs, Project No. 621095C, between the County of Monterey and Bates Property Company (Assessor's Parcel Number (APN) 103-031-018), and Charles Carroll Bates and Janet G. Bates; Seth Pardee Bates; David Talcott Bates; and Anthony Stewart Bates (APN 103-021-007), for a combined total cost of $6,800; and
b. Authorize the Director of Public Works, Facilities, and Parks or Director's designee to execute the Agreement for Purchase of Real Property to purchase Permanent Slope and Drainage Maintenance Easements.
California Environmental Quality Act (CEQA) Action: Approval of contracts is not a Project under CEQA. The Project has been determined to be categorically exempt. A Notice of Exemption was filed on October 8, 2021, pursuant to CEQA Guidelines, California Code of Regulations (CCR) Section 15301 Existing Facilities.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve an Agreement for Purchase of Real Property to acquire Permanent Slope and Drainage Maintenance Easements for the maintenance of Viejo Road Storm Damage Repairs, Project No. 621095C, between the County of Monterey and Bates Property Company (APN 103-031-018), and Charles Carroll Bates and Janet G. Bates; Seth Pardee Bates; David Talcott Bates; and Anthony Stewart Bates (APN 103-021-007), for a combined total cost of $6,800; and
b. Authorize the Director of Public Works, Facilities, and Parks or Director's designee to execute the Agreements for Purchase of Real Property to purchase Permanent Slope and Drainage Maintenance Easements.

SUMMARY:
Approval of the Agreement for Purchase of Real Property and recording of the related deeds are necessary to provide the required preventive maintenance at this site.

DISCUSSION:
The County of Monterey (County) experienced significant damages along Viejo Road due to substantial winter storms in 2017. County staff and the Federal Emergency Management Agency (FEMA) conducted a site visit to assess the damages, and the Viejo Road site was approved for Federal funds based on their findings.

The approved repairs, as stated in the National Environmental Policy Act (NEPA) document, involve the installation of a steel soldier pile wall with precast concrete lagging to repair the damaged areas. Preliminary engineering studies, including geotechnical and hydraulic assessments, have been conducted since the initial assessment. A Type Selection Memo was prepared, evaluating different repair alternatives, and ultimately recommending an embankment repair solution over a retaining wall solution based on factors such as constructability, functionality, and cost. The embankment repairs restored the slope embankment to its pre-storm damage condition.

For the permanent maintenance of the project, easements from two adjacent properties are required. Hamner, Jewell & Associates appraised the easements for fair compensatory value and presented offers to the affected property owners. Negotiations for the right-of-way were conducted by Hamner, Jewell & Associates on behalf of the County of Monterey. The property owners of record Bates Property Company (APN 103-031-018) and Charles Carroll Bates and Janet G. Bates; Seth Pardee Bates; David Talcott Bates; and Anthony Stewart Bates (APN 103-021-007) have agreed to the County's purchase valuation for a combined total cost of $6,800 to secure the right-of-way for the maintenance of the Viejo Road Storm Damage Repairs Project.

The construction was completed October 2025. The acquisition of all easements is necessary to provide preventive maintenance at this site.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel-Risk Management has reviewed and approved the Agreement for Purchase of Real Property and related deeds as to form.

FINANCING:
The total project cost, including engineering, environmental, right-of-way, and construction is $1,752,639. The construction contract work is nearly complete and final construction contract amount is $769,254.56. The cost to purchase the right of way easements is $6,800. Staff anticipates FEMA and CalOES reimbursements to cover the eligible cost. After completion of the project, an estimated reimbursement of $1,314,479 is expected from FEMA and $328,619 from CalOES. Measure X funds are budgeted to cover the balance of $109,541.

There are sufficient appropriations adopted in the Fiscal Year (FY) 2025-26 Road Fund 002, Appropriation Unit PFP004 budget to finance the construction phase of the project.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Project addressed undermining and washout area at Viejo Road by reconstructing the embankment over the existing steep slope below the roadway. The recommended action supports the following Board of Supervisors' Strategic Initiatives:

__X__ Well-Being and Quality of Life
__X__ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Victor Gutierrez, Project Manager, (831) 755-4806
Reviewed by: Enrique Saavedra, P.E. Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - Project Budget
Attachment B - Location Map
Attachment C - Purchase Agreement

Introduced: 11/5/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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__X__ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Victor Gutierrez, Project Manager, (831) 755-4806
Reviewed by: Enrique Saavedra, P.E. Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - Project Budget
Attachment B - Location Map
Attachment C - Purchase Agreement

ATTACHMENT A – PROJECT BUDGET

COUNTY OF MONTEREY
PUBLIC WORKS, FACILITIES & PARKS
VIEJO ROAD EMERGENCY STORM DAMAGE,
FEDERAL AID PROJECT NO: PA-09-CA-4308-PW-00651

PROJECT BUDGET

Design Engineering/Environmental	$ 535,742
Right of Way/Utilities	
Construction Management	$ 386,700
Construction Contract	
Coastal Paving & Excavating	$ 691,831
10% Contingencies	$ 69,183
10% Additional Contingency	$ 69,183
TOTAL ESTIMATED PROJECT COST:	**$ 1,752,639**

REVENUE

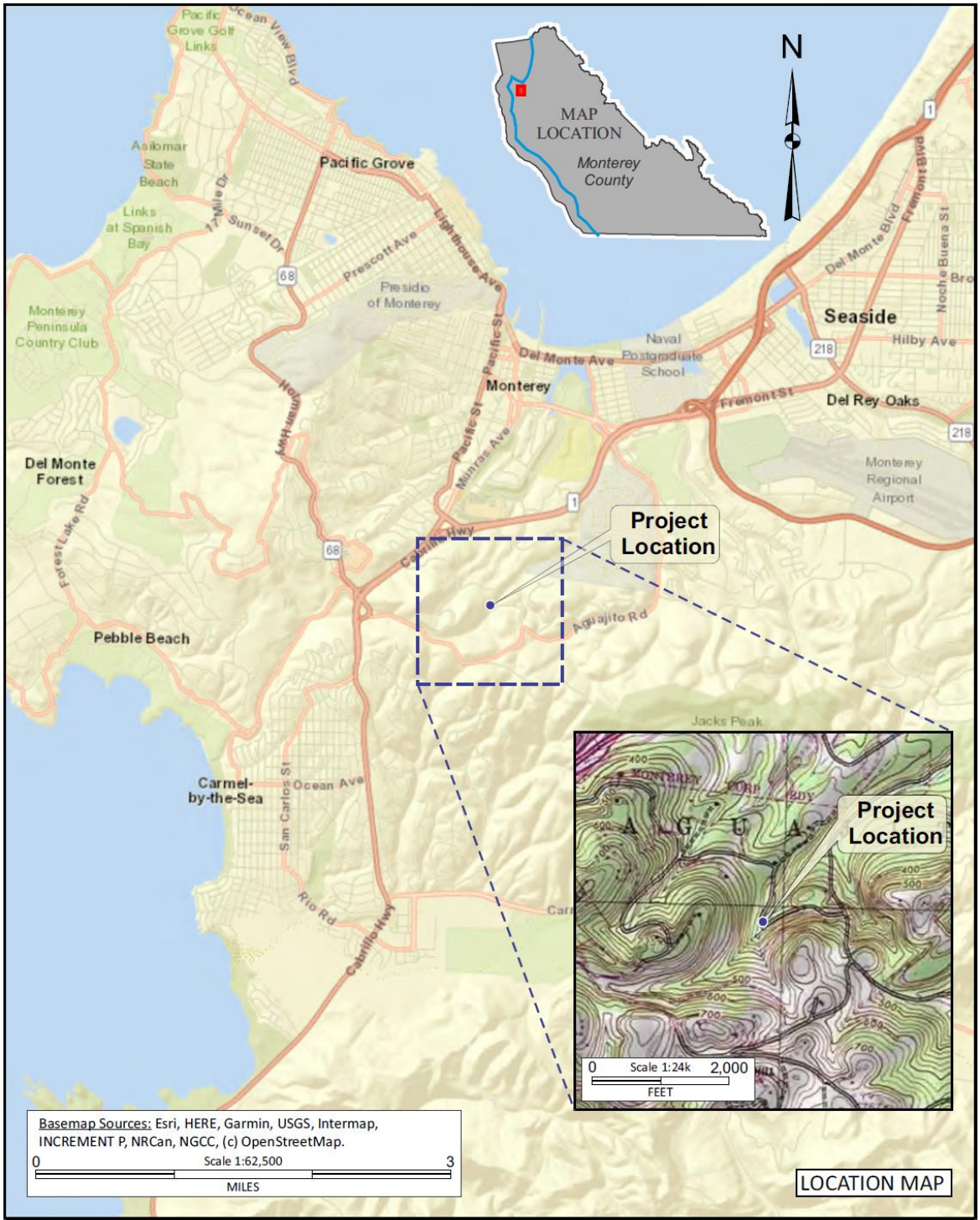
Federal Funds	
FEMA	$ 1,314,479
State Funds	
CalOES	$ 328,619
Local Funds	
Measure X	$ 109,541
TOTAL:	**$ 1,725,639**

Attachment B

EXHIBIT A – LOCATION MAP

COUNTY OF MONTEREY
PUBLIC WORKS, FACILITIES & PARKS
TORO ROAD EMERGENCY STORM DAMAGE,
FEDERAL AID PROJECT NO: PA-09-CA-4301-PW-00671

LOCATION MAP



	STORM DAMAGE RELATED ROAD REPAIR PROJECT **VIEJO ROAD** **MONTEREY COUNTY, CALIFORNIA**
	Project No.: 2020-131-VIE / **Plate No.: 1**

Attachment C

Docusign Envelope ID: D61B4FA8-CA3A-4EA4-97D1-E516385E0FF6

ASSESSOR PARCEL NO.: 103-021-007 and 103-031-018
PROJECT: Monterey County – Viejo Road Storm Damage Repair Project
OWNER: Charles Carroll Bates and Janet G. Bates; Seth Pardee Bates; David Talcott Bates; and Anthony Stewart Bates; and Bates Property Company

RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)

THIS AGREEMENT is made and entered into by and between

Charles Carroll Bates and Janet G. Bates, husband and wife, as joint tenants; Seth Pardee Bates, a married man as his sole and separate property; David Talcott Bates, a married man as his sole and separate property; and Anthony Stewart Bates, a married man as his sole and separate property; and Bates Property Company, a California General Partnership, as their interests may appear of record (hereinafter collectively called "Grantors"),

and

The County of Monterey, a political subdivision of the State of California (hereinafter called "County").

Grantors have executed Easement Deeds ("Deeds") covering the property particularly described therein ("Property"), and delivered said Deeds to County representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said Deeds and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The County shall:

A. PAYMENT - Pay the sum of **$6,800 (SIX THOUSAND EIGHT HUNDRED DOLLARS)** as consideration in full for the easements described in the Deeds ("Easements"), for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to the Easements has vested in County free and clear of all liens, encumbrances, assessments, pre-existing easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way. Grantors hereby instruct and authorize County to make payment of said sum payable to Charles Carroll Bates, who shall distribute appropriate shares to the collective Grantors. Once payment is released to Charles Carroll Bates in accordance with this Agreement, no further payment obligation shall be borne by County; said payment is deemed full and complete compensation for the Easements conveyed.

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B. RECORDATION OF INSTRUMENT - Accept the Deeds and cause the same to be recorded in the office of the Monterey County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which the Deeds, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Deeds.

E. CONSTRUCTION AND RESTORATION – Include slope stabilization and drainage improvements in conjunction with the repair of Viejo Road. As part of this work, existing vegetation will be removed but all mature live trees within the easement area will be preserved, and revegetation will be done when slope stabilization is completed. All such construction and restoration will be done at no cost to the Grantors.

F. INDEMNIFICATION - Indemnify and hold harmless Grantors from any and all claims, damages, costs, judgments, or liability proximately caused by County or its officers, employees, or agents specifically arising from County construction and restoration work on the Property.

3. The Grantors:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agree that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. Grantors shall cooperate in obtaining lien clearance documents from any and all creditors holding liens against the Property.

B. LEASE INDEMNIFICATION - Warrant there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantors agree to hold the County harmless and reimburse County for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantors.

C. PERMISSION TO ENTER - Hereby grant to the County, its agents and contractors, permission to enter the Property prior to the close of escrow for the purposes of preparation for the construction of the County's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deeds.

D. TITLE INDEMNITY AND WARRANTY - In consideration of the County waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantors indemnify and hold the County harmless from any and all claims that other parties may make or assert on the title to the Property. Grantors' obligations to indemnify the County shall not exceed

Docusign Envelope ID: D61B4FA8-CA3A-4EA4-97D1-E516385E0FF6

the amount paid to the Grantors under this Agreement. Grantors hereby represent and warrant that they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

E. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantors' knowledge, and after reasonable inquiry, the following:

During Grantors' ownership of the Property, Grantors know of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantors' remaining adjacent property. Grantors further represent and warrant that Grantors have no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantors' remaining adjacent properties, which may have occurred prior to Grantors' ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Grantors' remaining adjacent properties.

Grantors have not used the Property, or Grantors' remaining adjacent properties, for any industrial operations that use hazardous substances. Grantors are not aware of any prior use of such properties. Grantors have not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantors' remaining adjacent properties. Grantors are not aware of any such prior installations. The purchase price of the Easements being acquired reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or State law, County may elect to recover its cleanup costs from those who caused or contributed to the contamination.

4. The Parties agree:

A. ESCROW - At County's option, to open an escrow in accordance with this Agreement at an escrow company of County's choice. Opening an escrow shall be at County's sole discretion and County may decide to process this transaction without the use of an escrow agent. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of County and Grantors, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, County will deposit the executed Deeds by Grantors, with Certificates of Acceptance attached, with the escrow agent on Grantors' behalf. County agrees to deposit the purchase price upon demand of escrow agent. County and Grantors agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

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Any taxes which have been paid by Grantors, prior to opening of this escrow, shall not be pro-rated between County and Grantors, but Grantors shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantors for the period after County's acquisition.

i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

a) Pay and charge Grantors for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantors' property subject to this transaction as required to convey clear title.

b) Pay and charge County for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;

c) Disburse funds and deliver Deeds when conditions of this escrow have been fulfilled by County and Grantors.

d) Following recording of Deeds from Grantors, if requested by County, provide County with a CLTA Standard Coverage Policy of Title Insurance in the amount of $6,800 issued by a Title Company of County's choice showing that title to the Property is vested in County, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

1) Real Property Taxes for the fiscal year in which escrow closes;
2) Public utility easements and public rights of way;
3) Other items that may be approved in writing by County in advance of the close of escrow.

ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments (Deeds) delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantors do not deliver title in a reasonable time under the terms of the Agreement, the County may file an action in eminent domain to pursue the acquisition of the Easements, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all

Docusign Envelope ID: D61B4FA8-CA3A-4EA4-97D1-E516385E0FF6

negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

E. COUNTY APPROVAL - This Agreement is subject to and conditioned upon approval by the Board of Supervisors of the County of Monterey or its designee. This Agreement is not binding upon the County until executed by the appropriate County official(s) acting in their authorized capacity.

F. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

G. ELECTRONIC AND FACSIMILE SIGNATURES – In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as if they bore original signatures and shall be deemed fully binding to the same extent as t documents bearing ORIGINAL SIGNATURES. Documents for recordation by the Clerk Recorder must contain original signatures.

H. NON-DISCRIMINATION - The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

Signatures appear on following pages

Docusign Envelope ID: D61B4FA8-CA3A-4EA4-97D1-E516385E0FF6

GRANTORS:
Charles Carroll Bates and Janet G. Bates, husband and wife, as joint tenants; Seth Pardee Bates, a married man as his sole and separate property; David Talcott Bates, a married man as his sole and separate property; and Anthony Stewart Bates, a married man as his sole and separate property, as their interests may appear of record

Signed by: Charles Carroll Bates EBA5D863DA3E416...
Charles Carroll Bates Date: 8/27/2025

Signed by: Janet G. Bates 5E9A7559263E49C...
Janet G. Bates Date: 8/28/2025

Signed by: D9403993E4B3409...
Seth Pardee Bates Date: 8/29/2025

Signed by: A3CC8AC017264B2...
David Talcott Bates Date: 8/28/2025

Signed by: Anthony Stewart Bates 039F9EB9081458...
Anthony Stewart Bates Date: 8/29/2025

Bates Property Company, a California general partnership

By: Signed by: D9403993E4B3409...
Seth Pardee Bates Date: 8/29/2025
Partner

By: Signed by: A3CC8AC017264B2...
David Talcott Bates Date: 8/28/2025
Partner

By: Signed by: Anthony Stewart Bates 039F9EB9081458...
Anthony Stewart Bates Date: 8/29/2025
Partner

By: Signed by: Charles Carroll Bates EBA5D863DA3E416...
Charles Carroll Bates Date: 8/27/2025
Partner

GRANTOR'S MAILING ADDRESSES:
Charles Caroll & Janet G. Bates;
Seth Pardee Bates; David Talcott Bates;
and Anthony Stewart Bates
577 Viejo Road
Carmel, CA 93923

Bates Property Company
2736 B Road
Grand Junction, CO 81503

Docusign Envelope ID: D61B4FA8-CA3A-4EA4-97D1-E516385E0FF6

COUNTY OF MONTEREY, a political subdivision of the State of California
Department of Public Works, Facilities and Parks (PWFP)

By: _____ Date: _____
Randell Ishii
Director of PWFP

ARRROVED AS TO FORM:
Office of the County Counsel
Susan K. Blitch, County Counsel

By:_____
Mary Grace Perry
Deputy County Counsel

Date:_____

MAILING ADDRESS OF COUNTY:
County of Monterey
Attn: George K. Salcido, Real Property Specialist
Department of Public Works, Facilities and Parks
PWFP-Facilities/Real Property Division
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901

Introduced: 11/7/2025

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

a. Adopt a Resolution to approve the submittal of applications and all documents necessary to secure a funding allocation under the U.S. Department of Housing and Urban Development Community Development Block Grant-Disaster Recovery programs administered by the California Department of Housing and Community Development as the Proposed Projects (Davis Road Bridge Replacement and Road Widening Project and Gonzales River Road Bridge Replacement Project) have unmet financial needs and there is not another funding source that can be used to provide the required matching funds for the Federal Highway Administration (FHWA) Highway Bridge Program for the Proposed Projects; and
b. Authorize the Director of the Department of Public Works, Facilities and Parks, or designee, to act as the agent for the County in processing all documentation necessary to secure these funds; and
c. Direct PWFP staff to return to the Board of Supervisors for approval prior to acceptance of any grant award(s).

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Adopt a Resolution to approve the submittal of applications and all documents necessary to secure a funding allocation under the U.S. Department of Housing and Urban Development Community Development Block Grant-Disaster Recovery programs administered by the California Department of Housing and Community Development as the Proposed Projects (Davis Road Bridge Replacement and Road Widening Project and Gonzales River Road Bridge Replacement Project) have unmet financial needs and there is not another funding source that can be used to provide the required matching funds for the Federal Highway Administration (FHWA) Highway Bridge Program for the Proposed Projects; and
b. Authorize the Director of the Department of Public Works, Facilities and Parks, or designee, to act as the agent for the County in processing all documentation necessary to secure these funds; and
c. Direct PWFP staff to return to the Board of Supervisors for approval prior to acceptance of any grant award(s).

SUMMARY:

The County of Monterey (County), Department of Public Works, Facilities and Parks (PWFP) staff coordinated with the California Department of Housing and Community Development (State HCD) regarding the Community Development Block Grant-Disaster Recovery (CDBG-DR) program in February 2025. In that process, PWFP provided a list of County infrastructure projects near construction phase with unmet needs. A non-competitive funding allocation in the amount of $32,385,325 has been made available for County infrastructure and mitigation projects through the

CDBG Disaster Recovery Infrastructure (DR-INF) and Mitigation Program (MIT-RIPP).

DISCUSSION:
The U.S. Department of Housing and Urban Development (HUD) allocated $416,597,000 in CDBG-DR funds to the State of California to support long-term recovery efforts following the 2023 and 2024 severe winter storms, flooding, landslides and mudslides (FEMA Disaster Numbers 4699, 4707, and 4758). This allocation was made available through the Disaster Relief Supplemental Appropriations Act, 2025. The funds are designed to address unmet needs that remain after all other assistance has been exhausted and funds will be administered by State HCD. Of those funds, $126,126,570 is allocated between two CDBG-DR programs: CDBG-DR Infrastructure (DR-INF) and Mitigation Resilient Infrastructure & Planning Program (MIT-RIPP) programs. CBDG-DR funds have been allocated to several agencies in California (Attachment B) including the County. An allocation of funds totaling $32,385,325 is available to the County for infrastructure and mitigation projects with unmet needs.
DR-INF Program: Eligible projects must have a tie-back to the 2023 disaster, meet a HUD national objective (benefit persons who earn 80% or less of the area median income per HUD data [Low/Moderate Income] or Urgent Need) and eligible activities include the following: acquisition, construction, rehabilitation, installation of public facilities or improvements. All infrastructure projects are required to satisfy all environmental review requirements prior to starting construction. A total of $25,486,097 in DR-INF funds have been allocated to the County.
MIT-RIPP Program- Eligible projects include mitigation activities that increase resilience to future disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property and suffering and hardship and meet a HUD national objective (Low/Moderate Income or Urgent Need). A total of $6,899,228 in MIT-RIPP funds have been allocated to the County. Eligible projects must be consistent with the Local Hazard Mitigation Plan. Larger projects are encouraged and projects need to be completed and closed out by June of 2030. The CDBG-DR application portal opened October 17, 2025, and will close February 27, 2026. Separate applications are required for each project site and a public hearing is required for the authorizing resolution. PWFP staff intends to continue coordinating with State HCD to learn additional program details, and shape/submit proposed project applications to secure the funding allocations.

Proposed Projects
PWFP proposes two critical infrastructure projects to receive CDBG-DR funding; The Davis Road Bridge Replacement and Road Widening Project (County Project No. 3853) and the Gonzales River Road Bridge Replacement Project (County Project No. 3600) (collectively referred to as 'Projects') (Attachment C). The Projects have unmet needs, meet the HUD national objective, and are almost construction ready. The Projects improve existing bridges that sustained extensive damage during the successive atmospheric river storm events of 2023 and were completely submerged by flood waters. These flooded conditions resulted in months of road and bridge closure as PWFP worked to safely re-open the affected roadways. The flooding and road closures hinder emergency response, evacuations, and limit community access to essential services and destinations.
The recommended action will adopt the subject Resolution and authorize the Director of the Department of Public Works, Facilities and Parks (or designee) to submit applications and all documents necessary to secure CBDG-DR allocations (DR-INF and MIT-RIPP). Implementing the Projects will provide each community with resilient infrastructure to reduce the long-term safety risk of

flooding and associated damage, and road closures.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
PWFP staff coordinated with the County Administrative Office, and State HCD regarding timing of reimbursements for expenditures and application requirements respectively. State HCD established the prescribed language of the Draft Resolution that must accompany all CDBG-DR applications. The Office of the County Counsel reviewed and approved the Draft Resolution as to form.

FINANCING:
The $32,385,325 CDBG-DR allocation will fill a significant portion of the funding gap for the Projects (Attachment C). The Davis Road Bridge Replacement and Road Widening Project has a funding gap of approximately $30 million, and the Gonzales River Road Bridge Replacement Project has a funding gap of approximately $4.2 million.

Both Projects are also funded with Federal Highway Administration (FHWA) Highway Bridge Program and the CDBG-DR allocation will serve as the required matching contribution. Because all of these are reimbursable grants, the Road Fund will need to provide upfront cash flow until reimbursements are received.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action will support enhancing public safety and building resilient, sustainable infrastructure which is consistent with the following Strategic Plan Goals:

__X__ Well-Being and Quality of Life
__X__ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Kyle Oyama, Project Manager II (831) 755-5090
Janie Bettencourt, Management Analyst II, (831) 755-5184
Approved by: Enrique Saavedra, PE, Chief of Public Works
Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks,

Attachments:
Attachment A - Resolution- CDBG Disaster Recovery Programs
Attachment B - Allocation of CDBG-DR Funds by County
Attachment C - Proposed Project Summaries

Introduced: 11/7/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

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__X__ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Kyle Oyama, Project Manager II (831) 755-5090
Janie Bettencourt, Management Analyst II, (831) 755-5184
Approved by: Enrique Saavedra, PE, Chief of Public Works
Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks,

Attachments:
Attachment A - Resolution- CDBG Disaster Recovery Programs
Attachment B - Allocation of CDBG-DR Funds by County
Attachment C - Proposed Project Summaries

Attachment A

Before the Board of Supervisors in and for the
County of Monterey, State of California

Resolution of the Board of Supervisors in and for
the County of Monterey in its capacity
as the Governing Body of the Applicant County of Monterey

RESOLUTION NO. 25 - _____

A RESOLUTION APPROVING APPLICATIONS FOR FUNDING AND THE EXECUTION OF STANDARD AGREEMENTS FOR THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CDBG-DR 2023/2024 CDBG-DR INFRASTRUCTURE (DR-INF) & MITIGATION RESILIENT INFRASTRUCTURE & PLANNING PROGRAM (MIT-RIPP)AND ANY AMENDMENTS THERETO, AND CERTAIN RELATED LOAN OR GRANT DOCUMENTS AND ANY AMENDMENTS THERETO, RELATED TO ANY AWARD MADE PURSUANT TO SUCH APPLICATIONS.	)

BE IT RESOLVED by the Board of Supervisors, the "Governing Body," of the County of Monterey, the "Applicant," as follows:

WHEREAS, the California Department of Housing and Community Development (the "Department") has been delegated the responsibility by the U.S. Department of Housing and Urban Development (HUD) for the administration of the CDBG-DR 2023/2024 CDBG-DR Infrastructure (DR-INF) & Mitigation Resilient Infrastructure & Planning Program (MIT-RIPP) programs; and

WHEREAS, procedures established by the Department require the Applicant's Governing Body to certify by resolution the approval of project applications, Standard Agreements, and associated grant documents before submission of said applications to the Department; and

WHEREAS, the Applicant will enter into Standard Agreements and any Amendments thereto, and certain related loan or grant documents and any amendments thereto, related to any award made pursuant to such applications with the Department to complete such project(s).

NOW, THEREFORE, the Board of Supervisors in its capacity as the Governing Body of the County of Monterey, the Applicant, does hereby resolve, as follows:

SECTION 1:

The Governing Body has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of $32,385,325.00, as it relates to any CDBG-DR 2023/2024 CDBG-DR Infrastructure (DR-INF) & Mitigation Resilient Infrastructure & Planning Program (MIT-RIPP) award issued from the Department.

SECTION 2:

The Applicant acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 3:

The Governing Body hereby authorizes and directs the Director of the Department of Public Works, Facilities and Parks of the County of Monterey (the "Application Authorized Signer"), or Designee (the "Application Designated Signer") to execute and deliver all applications and act on the Applicant's behalf in matters pertaining to all such applications.

SECTION 4:

If an application is approved, the Governing Body hereby authorizes and directs the Director of the Department of Public Works, Facilities and Parks of the County of Monterey (the "Standard Agreement Authorized Signer"), or Designee (the "Standard Agreement Designated Signer") to enter into, execute, and deliver any and all agreements deemed necessary or appropriate by the Department, including but not limited to the Department's Standard Agreement and any amendments thereto, and any and all other documents necessary or appropriate to evidence or secure the funding to be received by Applicant, and any and all subsequent amendments thereto (collectively, the "Award Documents").

SECTION 5:

If an application is approved, the Governing Body authorizes and directs the Director of the Department of Public Works, Facilities and Parks of the County of Monterey (the "Funds Request Signer") or Designee (the "Funds Request Designated Signer") to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors in its capacity as the Governing Body of the County of Monterey held on the 18th day of November 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Government Code 54943)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book ___ for the meeting on November 18, 2025.

Dated: November , 2025
File ID: RES 25-
Agenda Item No.:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By: _____
Deputy

Attachment B

Disaster Recovery Infrastructure (DR-INFRA) & Mitigation Program (MIT-RIPP)

Program Allocation					
Local Assistance by Disaster # and Direct Allocation					
Jurisdiction	Total Allocation	DR Allocation	DR % Total	MIT Allocation	MIT % Total
FEMA 4699					
Monterey County	$32,385,325.00	$25,486,097.00	78.7%	$6,899,228.00	21.3%
San Benito County	$11,474,536.00	$1,911,246.00	16.7%	$9,563,290.00	83.3%
Santa Cruz County	$13,698,650.00	$6,964,010.00	50.8%	$6,734,640.00	49.2%
Tuolumne County	$18,695,627.00	$15,623,941.00	83.6%	$3,071,686.00	16.4%
Tulare County	$21,984,179.00	$18,502,088.00	84.2%	$3,482,091.00	15.8%
FEMA 4758					
San Diego County	$15,900,752.00	$10,210,410.00	64.2%	$5,690,342.00	35.8%
City of San Diego	$11,987,501.00	$5,991,178.00	50.0%	$5,996,323.00	50.0%
Total:	**$126,126,570.00**	**$84,688,970.00**		**$41,437,600.00**	

Formula allocations based on unmet need, LMI data, and risk factors within the MID areas.

Attachment C

Davis Road Bridge Replacement and Road Widening Project

PROJECT SUMMARY

South Davis Road (between Reservation Road and Blanco Road) is a vital arterial route connecting the City of Salinas and the Monterey Peninsula that provides essential access for both communities to daily destinations such as employment, services, regional transit (train and bus stations), healthcare, education, and recreation. This critical transportation link is heavily utilized by both communities and suffers from heavy traffic congestion during peak hours because it is the shortest and most direct route between the two communities. A low-level bridge within this road segment spans the Salinas River and floodwaters inundate the roadway and overtop the existing low-level bridge during periods of heavy rain forcing road closures. The flooding and road closures hinder emergency response, and limit access to essential services for both communities. The successive storms of 2023 brought a serious safety threat to this road segment as severe flooding resulted in many months of road closure and extensive damage to the roadway and bridge.

Key Project Elements

Bridge Replacement: Replace the existing 2 lane, low level Davis Road Bridge (Bridge No. 44c-0068) crossing over the Salinas River with longer (1,700 foot) all-weather four lane bridge that accommodates the 100-year flood level and meets current AASHTO requirements

Improve Efficiency, Emergency Response and Access to Essential Services: Widen existing 2 lane segment of South Davis Road to 4 lanes for approximately 2.1 miles doubling carrying capacity and reducing congestion

Safety Enhancements: Construct queuing lanes at each of the 4 intersections within project area to reduce congestion and improve safety. Construct a roundabout at the Reservation Road/Davis Road intersection

Bike Lanes: Construct 2.1 miles of 8-foot-wide Class II Bike Lanes on each side of the roadway to fill gaps in regional bicycle network

Project Readiness

This project is on track to begin construction in the Summer 2026 subject to obtaining remaining funds needed for the construction phase. The required geotechnical, hydrological, and structural studies to engineer the project elements to currently adopted design standards are completed. Project design is 100% complete and right-of-way (ROW) acquisition is near completion. The project has received all necessary and applicable environmental clearance and permits.

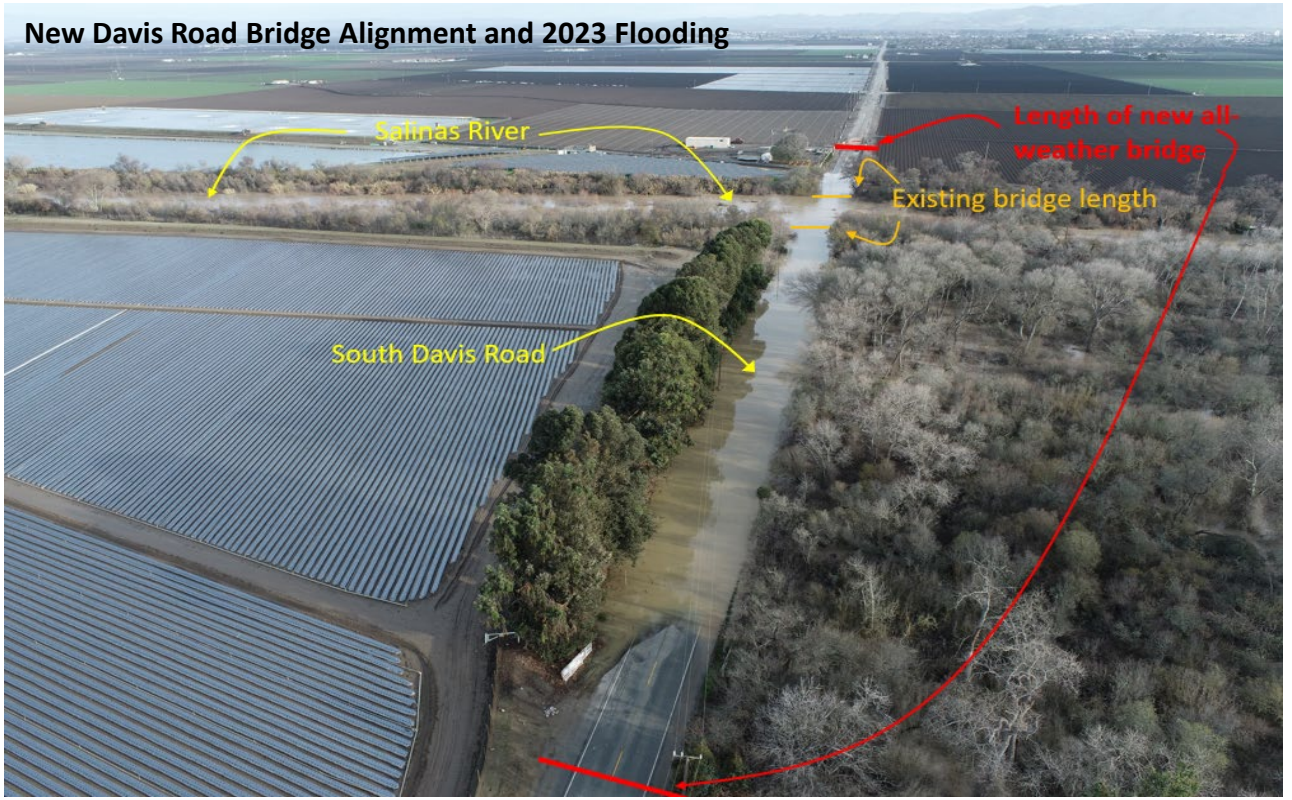
Project Costs and Funding Sources	Total
Federal Funds	
FHWA Highway Bridge Program	$ 59,713,804
Total Federal Funds	**$ 59,713,804**
Non-Federal Funds	
Collected Traffic Fees	$ 2,928,046
Regional Surface Transportation Program	$ 3,469,089
Regional Air Pollution Control District Awarded Grant	$ 350,000
Total Non-Federal Funds	**$ 6,747,135**
Total Project Funding Secured	**$ 66,460,939**
Estimated Project Costs	$ 96,500,000
Funding Gap that CDBG-DR Funds will Offset	**$ 30,039,061**

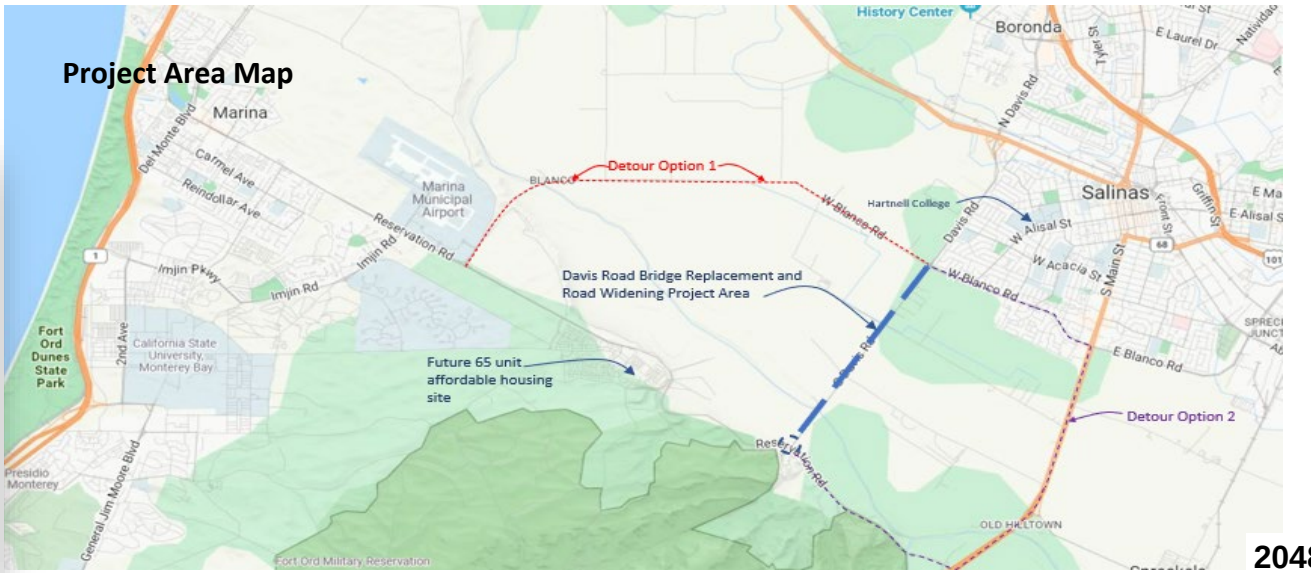
Davis Road Bridge Replacement and Road Widening Project











2048

Gonzales River Road Bridge Replacement Project

PROJECT SUMMARY

Built in the 1930's, the Gonzales River Road Bridge is 1,661-ft long and 23-ft wide with one 10-ft travel lane in each direction without shoulders. The bridge is approximately 0.2 mi east of River Road and 2 miles west of US 101 and is surrounded by agricultural lands in production. The bridge is one of the few crossings in the area over the Salinas River, providing critical ecosystem benefits and supporting a multi-billion dollar regional agriculture economy. The Gonzales River Road Bridge is key to the movement of goods and access to employment in this industry that drives the local economy.

The existing bridge is structurally deficient (Caltrans Bridge Inspection Report, 2010) and has suffered from floods in 1995, 1998, 2022 and again in 2023. The successive atmospheric river events of 2023 delivered a tremendous amount of water that flooded the roadway and submerged the bridge. The bridge approach was undermined by flood waters whereby a portion of the bridge deck fell into the river below and the bridge remained closed for approximately 6 weeks while County of Monterey Public Works, Facilities and Parks (PWFP) repaired the damage. Until repaired, employees and shippers of the surrounding agricultural businesses that relied on the Gonzales River Road Bridge were forced to a 12 to 14 mile detour causing tremendous inconvenience and causing delay of goods in the supply chain.

Key Project Elements

Resilience: Increase the bridge opening, both vertically and horizontally, to accommodate high river flows and reduce risk of flooding

Compliance: Provide wider travel lanes and shoulders that comply with current AASHTO bridge and road design standards, improving access for trucks and non-motorized users

Safety: Reinforce bridge structure to meet current Caltrans structural standards

Project Readiness

This project is on track to begin construction in 2026 subject to obtaining remaining funds needed for the construction phase. The required geotechnical, hydrological, and structural studies to engineer the project elements to currently adopted design standards are completed. Project design is 60% complete and right-of-way (ROW) acquisition is underway. The project has received all necessary and applicable environmental clearance and permits.

Project Costs and Funding Sources	Total
Federal Funds	
FHWA Highway Bridge Program	$ 32,996,016
Total Federal Funds	**$ 32,996,016**
Total Project Funding Secured	**$ 32,996,016**
Estimated Project Costs	$ 37,271,000
Funding Gap that CDBG-DR Funds will Offset	**$ 4,274,984**

Gonzales River Road Bridge Replacement Project









Introduced: 11/7/2025

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize and direct the Auditor-Controller to amend Fiscal Year 2025-2026 Adopted Budget to increase appropriations by $853,452 in the Building Improvement and Replacement Fund 478, Appropriation Unit CAO007, financed by Unrestricted Net Position (478-BIR-3202); (4/5th Vote)
b. Authorize and direct the Auditor-Controller to amend Fiscal Year 2025-2026 Adopted Budget to increase appropriations increase appropriations by $853,452 in the Capital Project Fund 404, Appropriation Unit PFP057 financed by an operating transfer in from Building Improvement and Replacement Fund 478, Appropriation Unit CAO047 for the Jail Americans with Disabilities Act Improvement Project; and (4/5th Vote)
c. Authorize and direct the Auditor-Controller to amend Fiscal Year 2025-2026 Adopted Budget to transfer $853,452 from the Building Improvement and Replacement Fund 478, Appropriation Unit CAO047, to Capital Project Fund 404, Appropriation Unit PFP057. (4/5th Vote)

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Authorize and direct the Auditor-Controller to amend Fiscal Year 2025-2026 Adopted Budget to increase appropriations by $853,452 in the Building Improvement and Replacement Fund 478, Appropriation Unit CAO007, financed by Unrestricted Net Position (478-BIR-3202); (4/5th Vote)
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SUMMARY:

The Office of the County Counsel-Risk Management and the Monterey County Sheriff's Office (MCSO) engaged the Department of Public Works, Facilities and Parks (PWFP) staff to provide estimating and design services for the Jail Americans with Disabilities Act (ADA) Improvement Project. The project is intended to address the ADA deficiencies identified in the Hernandez litigation and ensure compliance with applicable accessibility standards. Staff coordinated with the MCSO, the Office of the County Counsel-Risk Management, and the Court-appointed monitor to develop recommended solutions and engaged an architecture firm from the County's on-call list to advance design development with funding provided by Risk Management. To complete design development, cost validation, preparation of

construction documents, and pre-demolition hazardous materials survey, staff is requesting funding allocation of $853,452.

DISCUSSION:
In response to findings outlined in the referenced Hernandez litigation, the Office of the County Counsel-Risk Management and the MCSO requested the assistance of PWFP staff to evaluate and address accessibility deficiencies within the Jail facilities. To ensure an informed approach, staff collaborated with representatives from the MCSO and the Office of the County Counsel-Risk Management. In addition, PWFP staff will coordinate with the Board of State and Community Corrections (BSCC) and Court-appointed monitor overseeing compliance to obtain feedback on design progress and proposed solutions.

Following this coordination, staff obtained preliminary cost estimates for the recommended corrective measures and subsequently engaged an architectural consultant to commence design development. The design phase is currently being funded through the Risk Management Division of the Office of the County Counsel, with additional funding required to complete design, pre-construction hazardous material survey and prepare for construction implementation. The Jail ADA Improvement Project is a mandated initiative to bring existing facilities into compliance with ADA requirements. The collaborative review process ensured that proposed improvements are both responsive to the identified deficiencies and consistent with operational needs of the MCSO.

The requested allocation of $853,452 will enable completion of design development, cost validation, and preparation of construction documents to be completed by February 2026. Funding this phase from Fund 478, utilizing available Capital Improvement Program (CIP) project savings from the Sanborn Project completed in Fiscal Year (FY) 2025, is fiscally prudent and allows the County to advance compliance efforts without delaying other critical projects.
Approval of the recommended budget adjustments will authorize the necessary appropriations to continue progress toward ADA compliance and mitigate potential legal and operational risks associated with delayed corrective actions.

Staff will work with the County Administrative Officer (CAO) Budget and Analysis Division to increase appropriations for future phases estimated to be an additional $5,945,767 for FY26, $2,993,434 for FY 27. The total estimated project cost is $10,296,652. Staff will return to the Board to receive authorization for necessary appropriations to complete future phases.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Board of Supervisors supported this Project as part of the 5-year Capital Improvement Program Plan. This project includes the collaborative efforts between PWFP, CAO, the Office of the County Counsel-Risk Management, and the MCSO, to ensure legal compliance, operational feasibility, and appropriate funding support.

FINANCING:
The 331 N. Sanborn Project (also known as the Alisal Integrated Health Center) managed by PWFP was completed in FY 2025; by use of cost efficiencies and good project management, the resulting final project costs were under budget. Staff is requesting to use some of these now unobligated funds

in Fund 478 for the Jail ADA Improvement Project and requesting a transfer to Fund 404 of $853,452 in FY 2026. There is no impact to the General Fund because of the preparation of this report.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action supports the Board of Supervisors' Well-Being, Quality of Life, and Sustainable Infrastructure for the Present and Future Strategic Initiatives by addressing accessibility deficiencies and improving facility compliance.

_X_ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy
___ Administrative

Prepared by: Nancy P. Ayala, Project Manager II, x4848
Approved by: Florence Kabwasa-Green, Chief of Facilities
Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Project Budget

Introduced: 11/7/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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The recommended action supports the Board of Supervisors' Well-Being, Quality of Life, and Sustainable Infrastructure for the Present and Future Strategic Initiatives by addressing accessibility deficiencies and improving facility compliance.

_X_ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
___ Safe and Resilient Communities
___ Diverse and Thriving Economy
___ Administrative

Prepared by: Nancy P. Ayala, Project Manager II, x4848
Approved by: Florence Kabwasa-Green, Chief of Facilities
Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Project Budget

Attachment A

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS (PWFP)
Jail ADA Improvements Project

PROJECT BUDGET

ARCHITECTURAL/ENGINEERING	FY 2025-26	FY 2026-27	FY 2027-28	Totals
Design/Engineering	$ 657,000	$ 185,000	$ 120,900	**$ 962,900**
Environmental	$ 250,000	$ 765,000	$ 435,000	**$ 1,450,000**
Staff	$ 84,778	$ 80,000	$ 50,000	**$ 214,778**
Permitting	$ 4,000	$ 4,000	$ 2,000	**$ 10,000**
CONSTRUCTION MANAGEMENT	$ -	$ 576,912	$ 288,456	**$ 865,368**
CONSTRUCTION				
PWFP Staff Performed Repairs	$ 211,674	$ 91,674	$ -	**$ 303,348**
Construction	$ -	$2,884,559	$1,442,280	**$ 4,326,839**
Construction Contingency	$ -	$1,009,596	$ 504,798	**$ 1,514,394**
PROJECT CONTINGENCY	$ 150,000	$ 349,026	$ 150,000	**$ 649,026**
PROJECT BUDGET TOTAL	**$1,357,452**	**$5,945,767**	**$2,993,434**	**$10,296,652**

PROJECT FUNDING

SOURCE	
RISK 475	$ 500,000
Request new allocation from Fund 478	**$ 853,452**
Total Funding	$1,357,452
Future Years Unfunded	$8,939,200

Docusign Envelope ID: D71B2017-843E-4E47-8F32-6073D6A1D9CD

MEMORANDUM OF UNDERSTANDING

Between

County of Monterey,
On Behalf of the COUNTY ADMINISTRATIVE OFFICE
HOMELESSNESS STRATEGIES AND INITIATIVES DIVISION

and

CITY OF SALINAS

and

THE COALITION OF HOMELESS SERVICES PROVIDERS

for

THE COLLABORATIVE SUBMISSION OF AN ENCAMPMENT RESOLUTION FUNDING (ROUND 5) GRANT APPLICATION

Docusign Envelope ID: D71B2017-843E-4E47-8F32-6073D6A1D9CD

MEMORANDUM OF UNDERSTANDING

DECLARATION

This Memorandum of Understanding (MOU) is entered into as of the last date opposite the respective signatures (the "Effective Date"), by and among the City of Salinas (CITY), a California charter city and municipal corporation, the County of Monterey, a political subdivision of the State of California (COUNTY), and The Coalition of Homeless Services Providers (CHSP), a public non-profit 501(c)(3) corporation, collectively referred to as "Parties," for the purpose of collaborating on the Encampment Resolution Funding (ERF-5-R) application and development and implementation of a Low Barrier Navigation Center at the former El Rey Motel, located at 443 W. Market Street, Salinas (SITE).

RECITALS

A. WHEREAS, under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (HSC) sections 50250 et seq., the Encampment Resolution Funding (ERF) Grant Program was established to increase collaboration between the State of California (State), local jurisdictions, and Continuums of Care (CoC) for the following purposes:

   i. Assist local jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.
   ii. Provide grants to local jurisdictions and Continuums of Care to resolve critical encampment concerns and transition individuals into safe and stable housing.
   iii. Encourage a data-informed, coordinated approach to address encampment concerns.

B. WHEREAS, the State has offered four (4) separate rounds of funding since the inception of the ERF program in 2021 and is anticipated to release a Request for Applications for round five (5) in Fiscal Year 2025-2026.

C. WHEREAS, an estimated 80 individuals experiencing unsheltered homeless occupy multiple structures located on public and private lands situated off Post Drive, N. Davis Road, Boronda Road, and Laurel Drive, hereinafter collectively referred to as the "Davis Street Corridor" within the jurisdictional boundaries of the CITY, COUNTY, and the California Department of Transportation.

D. WHEREAS, in November 2024, the Parties began discussions on submitting a collaborative application to the fifth round of the ERF Program to jointly address and resolve the longstanding issue of individuals experiencing unsheltered homelessness in and around the Davis Street Corridor.

E. WHEREAS, the CITY desires to partner with the COUNTY to convert and develop a City-owned SITE into a 23-unit Low Barrier Navigation Center, which includes 23 sleeping units, an office unit, laundry area, and community unit for dining and storage. to

Docusign Envelope ID: D71B2017-843E-4E47-8F32-6073D6A1D9CD

serve the occupants of the Davis Street Corridor utilizing funding primarily from the ERF-5-R Program, if awarded, for renovations, operations and services for the term of the grant.

F. WHEREAS, the CITY and COUNTY desire to partner with CHSP, as the lead agency of the Monterey and San Benito Counties Continuum of Care, to identify and select a community-based organization to operate the 23-unit Low Barrier Navigation Center.

G. WHEREAS, per California Government Code 65660, a "Low Barrier Navigation Center" (LBNC) is defined as a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. "Low Barrier" refers to best practices to reduce barriers to entry, and may include, but is not limited to, the following:

   i. The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth.
   ii. Pets.
   iii. The storage of possessions.
   iv. Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.[1]

H. WHEREAS, per California Government Code Section 65662, LBNC development is a "use by-right" in areas zoned for mixed-use and nonresidential zones permitting multifamily uses if it meets certain statutory requirements:

   i. It offers services to connect people to permanent housing through a services plan that identifies services staffing.
   ii. It is linked to a coordinated entry system.
   iii. It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
   iv. It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System.[2]

   "Use by right" means that "the local government's review may not require a conditional use permit, planned unit development permit, or other discretionary local government review or approval that would constitute a 'project' for purposes of the California Environmental Quality Act."[3]

I. WHEREAS, the Parties desire to identify roles and responsibilities for the ERF-5-R application collaboration to define the requirements and budget for the development of a 23-unit non-congregate facility, including a community center with an office.

[1] Gov. Code, § 65660, subd. (a).
[2] Gov. Code, § 65662
[3] Gov. Code, § 65583.2, subd. (i).

Docusign Envelope ID: D71B2017-843E-4E47-8F32-6073D6A1D9CD

J. WHEREAS, the Parties will work together to collectively identify and select the LBNC's development and services provider partner(s) with extensive histories and success in executing projects with similar timeline requirements and service models to carry out the vision of this ERF-5-R Program.

K. WHEREAS, the selected services provider will provide interim shelter and access to basic needs, including case management, supportive services, and housing navigation to manage and operate the El Rey LBNC until the ERF-5-R grant term ends or when the last encampment occupant has been served, whichever occurs first.

L. WHEREAS, the Parties agree to adhere to the COUNTY adopted encampment resolution policy[4] and shall ensure that applicable standards apply to any action involving the management, removal, or interaction with people in encampments served by the ERF-5-R grant (Davis Street Corridor).

M. WHEREAS, the following Exhibit is incorporated into this MOU:

Exhibit A – DISPUTES AND CORRECTIVE ACTION

NOW, THEREFORE, in mutual consideration of the declaration, recitals, representations, conditions, and obligations contained in this MOU, and incorporated herein, the Parties agree as follows:

ARTICLE 1.0
ROLES AND RESPONSIBILITIES

Section 1.1 Purpose and Goals

This Memorandum of Understanding (MOU) establishes a mutual understanding between the Parties regarding the ERF-5-R Program, including providing street outreach and the development and operation of a Low-Barrier Navigation Center (LBNC) at the SITE. The purpose of the program is to provide interim shelter and wraparound services for individuals experiencing homelessness within the Davis Street Corridor, located in the jurisdictional boundaries of the COUNTY, CITY, and CalTrans, and to create a collaborative partnership to ensure the humane and coordinated support of individuals at risk of displacement due to potential encampment closures in the target area.

Section 1.2 Property Site and Location

The Parties agree:

a. The property site to be utilized for the LBNC shall be the former El Rey Motel located at 443 West Market Street, Salinas, CA 93901.

[4] COUNTY Adopted Encampment Resolution Policy

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b. The SITE is currently owned by the CITY unless there is a future property transfer of ownership to another entity during the term of this MOU, see Section 1.3.b.8.

c. The SITE will be converted into 23 individual units with bathrooms, laundry facilities, office unit, storage and a larger unit for a community center.

d. There is a need for a 24-hour onsite operator and service provider at the Property.

Section 1.3 Roles and Responsibilities

a. The COUNTY shall:

1. Devote sufficient personnel to serve as the lead collaborative applicant of the ERF-5-R grant submission, and if awarded, administer the funds including executing agreements with State, CITY, and local partners, reporting, budget modifications, technical assistance, disbursement of funds, and monitoring from Effective Date to June 30, 2030.

2. Execute a subrecipient agreement with CITY for the development and renovation of the SITE within three (3) months of the execution of the State ERF-5-R grant agreement.

3. Execute a standard service agreement with the Salinas Outreach and Response Team for outreach and supportive services for fiscal years 2026-2027 and 2027-2028.

4. Execute a standard service agreement with Access Support Network for fiscal year 2025-2026 to assist with establishing rapport, offer referrals, and assist with vital document recovery for encampment occupants living along the Davis Street Corridor.

5. Execute a subrecipient agreement with CHSP for services, operations, maintenance, and repairs of the SITE within three (3) months of the execution of the State ERF-5-R grant agreement.

6. Submit all required reports to the State with fiscal and programmatic data reflecting the progress of their ERF-5-R program in a format provided by the State.

7. Provide information and products developed with grant funds on service delivery models including any materials that may be necessary to study the program or replicate it for implementation across the state to the California Department of Housing and Community Development (HCD), as requested.

8. Devote no less than $200,000 of ERF-5-R funding, if awarded, to allow for maintenance and repairs, including all capital improvements required to

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maintain a safe and healthy environment for staff and program participants during the term of the MOU.

b. CITY shall:

1. Devote sufficient personnel to assist the COUNTY with gaining information and data for the COUNTY-led ERF-5-R grant application and support any reporting requirements for the ERF-5-R grant, if awarded, for term of the grant.

2. Provide information and data about the land and property for purposes of establishing the needs and estimates required to convert the SITE into 23-unit LBNC, community center unit with offices, and access to laundry and dining services.

3. Provide sufficient personnel from the Salinas Outreach and Response Team to assist with supporting individuals being served at the LBNC during fiscal years 2026-2027 and 2027-2028.

4. Execute a $1 dollar facility (Property) use agreement with the direct service provider identified by CHSP.

5. Identify and select the General Contractor to convert the SITE into a 23-unit LBNC that also includes office space, laundry, community space and storage, and will lead the coordination and submission of permits required by CITY public works and planning departments to complete construction within twelve (12) months upon notice of ERF-5-R award.

6. Ensure security is provided during the renovations of the SITE, funded by ERF-5-R, if awarded.

7. Four (4) Year Term of Use. CITY understands and agrees that the term of use for the units by individuals experiencing homelessness shall be for a four (4) year period from the date of the executed State's Standard agreement with the COUNTY.

8. Coordinate transition planning efforts with the COUNTY related to the possible transfer or sale of the SITE before the end of the Four-Year Term.

9. Transfer the responsibilities and terms of this MOU and all relevant and subsequent executed agreements related to the ERF-5-R Program should the CITY transfer or sell the SITE to new ownership during the grant term.

c. CHSP shall:

1. Identify and engage in a service agreement with a qualified 501(c)3 organization to staff and operate the LBNC, a 24-hr housing navigation

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center, in alignment with Gov Code 65660 and national best practices.

2. Execute a subrecipient agreement for the of services, operations, insurance, maintenance, and repairs of the SITE within three (3) months of the execution of the COUNTY subrecipient agreement.

3. Set-up, manage, and provide licenses and technical assistance to the direct services provider(s) for the usage of the Homeless Management Information System (HMIS) and Coordinated Assessment and Referral System.
    a. Provide administrative level access to HMIS data to identified staff of both the CITY and COUNTY.
    b. Provide quarterly uploads to the State Homelessness Data Integration System, also known as HDIS.

4. Ensure that the subcontractor agreement will include a Good Neighbor Policy, to be provided by COUNTY Contract Manager.

5. Ensure that the subcontractor agreement will include mutual indemnification of the COUNTY and CITY and name both the COUNTY AND CITY as additionally insured under the required insurance policies.

6. Ensure that the subcontractor agreement will include a reserve account with two hundred eighty thousand dollars ($280,000) for maintenance and repair of damages caused by the Participants in the Program.

7. Ensure the COUNTY and CITY will be listed as authorized partners of the LBNC in all subcontractor agreements and shall include agreed upon outcome goals in subcontractor agreements and will monitor progress towards meeting such outcome goals.

8. Ensure all activities regarding the CHSP's Service Provider selection, budget, timeline, scope of work, and payment provisions/invoicing are authorized and approved by all Parties.

d. The Parties agree that:

1. Each Party shall designate staff to meet weekly to coordinate the execution and implementation of the LBNC for the duration of the ERF-5-R Program grant period.

2. Any and all ERF-5-R subcontract agreements are in alignment with State, federal, and local codes, ordinances, policies, regulations and laws.

3. Property and environmental records, reports, studies, and other relevant information shall be shared between the Parties as they become available.

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4. The LBNC is available to the eligible occupants of the Davis Corridor Encampments for interim sheltering and access to supportive services until the end of the ERF-5-R grant funding period, if awarded.

5. If there is a disagreement between the Parties or their representative(s), the Parties shall proceed with resolution as outlined in Exhibit A: DISPUTES AND CORRECTIVE ACTION which is incorporated by this reference.

ARTICLE 2.0
GENERAL CONDITIONS

Section 2.1 General Compliance

The Parties, through their respective officers, employees, consultants, and contractors as applicable, agree to comply with all applicable federal, State and local laws and regulations governing public agencies, including any necessary environmental review analysis as applicable to the implementation of the proposed Program and corresponding ERF-5-R grant award for the implementation of said Program. Documentation of such compliance shall be made available for review by either Party upon request by the other Party.

Section 2.2 Four (4) Year Term of MOU

The term of this MOU (the "Term") shall start as of the Effective Date of this MOU and shall terminate upon the conclusion of the "Four (4) Year Term of Use" for the Units as set forth above in Section 1.3.b.7.

Section 2.3 Termination

This MOU may be terminated by any Party upon thirty (30) days' advance written notice to the other Parties, or automatically if the ERF-5-R application is not approved by State HCD. Prior to termination, the Parties shall meet and confer in good faith in an effort to resolve any issues. If resolution is not achieved, and residents are occupying the Units at the time of termination, both Parties agree to provide an additional thirty (30) days to allow for the transfer of any remaining program participants to other available shelter. In the event of termination of this MOU by either Party, the provisions of ARTICLE 3. ADMINISTRATIVE REQUIREMENTS shall survive the termination of this MOU.

Section 2.4 Mutual Indemnification and Insurance

a. Except as otherwise required by applicable law, Parties agree that each party shall be responsible for their own actions, including but not limited to any negligent and/or intentional acts and/or omissions of its officers, agents and employees; and neither party shall be responsible for the acts and/or omissions of the other. Each Party, including its officers, agents, representatives,

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volunteers, employees, general contractors, subcontractors, and/or consultants, therefore agrees to hold harmless and indemnify the other Party against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the indemnifying Party's performance of the terms of this MOU.

b. During the term of this MOU, all Parties shall take out and maintain: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than $1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of $1,000,000 per occurrence for employer's liability.

c. During the performance of this MOU, Parties shall be responsible for providing any statutory benefits and insurance to their respective employees related to the services provided by this MOU.

d. The Parties, upon execution of this MOU, shall each furnish each other with Certificates of Insurance or a Letter of Self-Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to the other Party of any modification, change or cancellation of any of the above insurance coverage.

e. No party shall assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this MOU without the prior consent of the other party.

f. No alteration, modification, or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on either party hereto.

Section 2.6 Right of Entry to SITE

All Parties shall ensure that any leases and/or subrecipient agreements contain a provision ensuring that COUNTY, CHSP, and CITY officers, employees, agents, consultants, and subcontractors shall have the right to enter upon the Site during normal business hours to conduct work, inspections, and investigations in accordance with this MOU. In connection with such entry for the purpose of work, inspections and/or investigations, the Parties each agree to repair and restore any damage caused by its respective officers, employees, agents, consultants, program participants, and contractors.

ARTICLE 3.0
ADMINISTRATIVE REQUIREMENTS

Section 3.1 Documentation and Record-Keeping

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a. Records to be Maintained. The Parties shall maintain all records and such records shall include but not be limited to:

   1. Records providing a full description of each activity undertaken.
   2. Records required to document the solicitation and selection of a developer and operator.
   3. Records required by funding agencies related to the implementation of the MOU.

b. Retention. The Parties shall retain all records pertinent to services performed and expenditures incurred pursuant to this MOU and as defined in ERF-5-R State grant Agreement with COUNTY for a period of three (3) years after the final payment for any and all costs incurred for services performed and expenditures incurred pursuant to this MOU and corresponding grant funding for the implementation of the ERF-5-R Program and the LBNC Program.

ARTICLE 4.0
PERSONNEL AND PARTICIPANT CONDITIONS

Section 4.1 Conduct

a. Assignability. Neither Party shall assign or transfer any interest in this MOU without the prior written consent of the other Party, at its sole discretion.

b. Hatch Act. The Parties agree that under this MOU, no funds shall be provided, nor will any personnel be employed in any way or to any extent engaged in the conduct of political activities that would violate 5 U.S.C. Chapter 15, Section 1501 et seq.

c. Conflict of Interest. The Parties each agree to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, as it may apply to their respective agents, employees, consultants, officers, appointed or elected officials, as listed under this regulation.

ARTICLE 5.0
ENVIRONMENTAL CONDITIONS

Section 5.1 Applicable Laws and Regulation

The Parties agree to comply with the following laws and regulations insofar as they apply to the performance of this MOU:

a. Clean Air Act, 42 U.S.C. 7401 through 7414.

b. Federal Water Pollution Control Act (Clean Water Act), as amended (33 U.S.C. 1318- Records and Reports) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 of the Clean Water Act (which authorizes the United States Environmental

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Protection Agency [EPA] to issue EPA Section 114 Information Requests to gather data necessary for enforcing environmental laws) and Section 308 of the Clean Water Act, and all regulations as applicable to the performance of this MOU.

c. Flood Disaster Protection Act of 1973 (P.L. 93-234) regarding the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this MOU, as it may apply to the provisions of this MOU.

d. Environmental Protection Agency Lead-Based Paint Regulations.

e. Historic Preservation requirements as set out in the National Historic Preservation Act, Pub. L. No. 89-665, as amended by Pub. L. No. 96-51) and the procedures set forth in 54 U.S.C. Section 300101, et seq. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, State, or local historic property list.

ARTICLE 6.0
OTHER PROVISIONS

Section 6.1 Entire MOU

This MOU contains all the terms and conditions agreed upon by the Parties.

No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the Parties hereto.

Section 6.2 Notices

Formal notices, demands and communications (other than day to day routine communications) between the Parties shall be sufficiently given if, and shall not be deemed given unless: (i) dispatched by certified mail, postage prepaid, return receipt requested, (ii) sent by express delivery or overnight courier service with a delivery receipt, (iii) personally delivered with a delivery receipt, or (iv) sent by electronic mail with a copy delivered by one of the previous three methods, to the office of the Party upon which service is being made shown as follows, or such other address as the Parties may designate in writing from time to time:

COUNTY OF MONTEREY
Attn: Roxanne V. Wilson, County Homeless Services Director
168 W. Alisal Street, 3rd Floor
Salinas, California 93901
Email: wilsonr@countyofmonterey.gov

CITY
Attn: Lisa Murphy, Asst. City Manager
200 Lincoln Avenue
Salinas, CA 93901
Email: lisagm@ci.salinas.ca.us

CHSP
Attn: Katrina McKenzie, Executive Director
1123 Fremont Boulevard, Suite D,
Seaside, CA 93955
Email: kmckenzie@chsp.org

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

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Section 6.3 Conformance with Federal and State Regulations

Should local, federal or State regulations touching upon this MOU be adopted, amended or revised during the term hereof, this MOU is subject to modification to assure conformance with such federal or State requirements.

Section 6.4 Severability

If any term of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect.

Section 6.5 Headings and Captions

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this MOU or any provision thereof.

Section 6.6 No Third-Party Beneficiaries

There are no intended third-party beneficiaries to this MOU.

Section 6.7 Amendments

This MOU may not be modified, supplemented, or amended unless in writing by the Parties. Any modification, supplementation, amendment, or waiver must be signed by all Parties.

Section 6.8 Costs and Expenses

Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this MOU, and the performance of each Party's obligations under this MOU.

Section 6.9 No Commissions

Each Party represents to the other that is has not retained, and shall not retain, the services of any broker, agent or finder with respect to the Site or in connection with any matters relating to this MOU, and agrees to hold the other Party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto.

Section 6.10 Governing Law; Venue

This MOU shall be governed by and construed in accordance with the laws of the State of California without reference to choice-of-law principles, and venue for any action under this

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MOU shall be in the Superior Court of the County of Monterey, subject to any motion for transfer of venue.

Section 6.12 Counterparts and Electronic Signatures

This MOU may be executed in counterparts with electronic signatures, each of which shall be deemed an original but all of which together shall constitute one (1) and the same MOU.

Section 6.13 Non-Recourse MOU

No member, official, employee, agent, or consultant of any Party to this MOU shall be personally liable to any other Party, or any successor in interest or person claiming by, through or under any Party, in the event of any default or breach, or for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this MOU.

Section 6.14. Recitals

The Parties understand and agree that the recitals to this MOU are incorporated into this MOU by this reference.

Section 6.15 Attachments

The following attachments are hereby included within and incorporated by reference:

Exhibit A: Disputes and Corrective Action

Section 6.16 Authority of Signatories

The individuals executing this MOU on behalf of the Parties represent and warrant that he or she has the requisite authority to enter into this MOU on behalf of said Party.

SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, this MOU has been executed by the Parties on the day and year written below.

COUNTY OF MONTEREY:

County Administrative Office,
Sonia M. De La Rosa, County Administrative Officer

By: _____
Deborah Paolinelli, Asst. CAO

Date: _____

APPROVED AS TO FORM:
Office of the County Counsel-Risk Management
Susan K. Blitch, Acting County Counsel

By: DocuSigned by: Anne Brereton A46091E5DE63489...
Anne Brereton, Deputy County Counsel

Date: 11/5/2025 | 1:13 PM PST

APPROVED AS TO INSURANCE INDEMNIFICATION PROVISIONS:
Office of the County Counsel-Risk Management
Susan K. Blitch, Acting County Counsel

By: Signed by: David Bolton 68FDC263FF6243C...
David Bolton, Risk Manager

Date: 11/5/2025 | 3:56 PM PST

CITY:

City of Salinas
Rene Mendez, City Manager

By: _____
Rene Mendez, City Manager

Date: _____

APPROVED AS TO FORM:
City of Salinas
Christopher A. Callihan, City Attorney

By: Signed by: Christopher A. Callihan 1895479BC5A349F...

Date: 11/5/2025 | 4:00 PM PST

COALITION OF HOMELESS SERVICES PROVIDERS (CHSP):
CHSP
Katrina McKenzie, Executive Director

By: _____
Katrina McKenzie, Executive Director

Date: _____

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EXHIBIT A: DISPUTES AND CORRECTIVE ACTION

Any claim, controversy, breach, or dispute arising out of this MOU, including, without limitation, the interpretation of any term or provision of this MOU, or any disagreement, claim, controversy, breach, or dispute arising out of the obligations under this MOU (individually, referred to as a "Dispute", and collectively referred to as "Disputes"), whether seeking damages or equitable relief, shall be subject to the following process.

1. Disputes between Parties shall be settled as quickly as reasonably possible to ensure minimal impact to MOU activities.

2. Parties shall first utilize a corrective action administrative process and negotiation to attempt to resolve Disputes prior to resulting to any other allowable remedy. Parties shall continue performance of the MOU activities during such resolution.

    a. Upon receipt by COUNTY of information regarding a perceived failure by CITY and/or CHSP to comply with any provision of this MOU, COUNTY has the right to forward CITY or CHSP a notice of COUNTY's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CITY or CHSP may have the opportunity to respond or participate in formulating the corrective action recommendation. COUNTY has the right to require the presence of CITY's and/or CHSP's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.

    b. Upon receipt by CITY of information regarding a perceived failure by COUNTY and/or CHSP to comply with any provision of this MOU, CITY has the right to forward COUNTY and/or CHSP a notice of CITY's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. COUNTY may have the opportunity to respond or participate in formulating the corrective action recommendation. CITY and/or CHSP has the right to require the presence of COUNTY's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.

    c. Upon receipt by CHSP of information regarding a perceived failure by COUNTY and/or CITY to comply with any provision of this MOU, CHSP has the right to forward COUNTY and/or CITY a notice of CHSP's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CHSP may have the opportunity to respond or participate in formulating the corrective action recommendation. CITY and/or COUNTY has the right to require the presence of CITY's and/or COUNTY's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering a corrective action.

    d. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the corrective action process.

    e. Any resolution requiring amendment of this MOU shall be executed as soon as reasonably possible, time is of the essence.

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3. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following the initiation of negotiations under this Section. Either Party may then seek whatever remedy is available in law or in equity.

4. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810), or any ordinance enacted by either Party governing the presentation or processing of such claims.

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Backing Fire, LLC.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: 5 year Backup and ReplicationSoftware License and Server hardware.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 8,150.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from November 18, 2025 to June 30, 2031, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: none

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Lee Ann Magoski - Director of Emergency Communicaitons	Kevin Biegert, CEO
Name and Title	Name and Title
1322 Natividad Road Salinas CA 93906	19080 W. 92nd Dr. Arvada, CO 80007
Address	Address
831-769-8880	303-827-1101
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by: Samuel Biderwell
31B2028C241644B...
County Counsel

Date: 11/5/2025 | 8:17 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz
E79EF64E57454F6...
Auditor/Controller

Date: 11/5/2025 | 10:07 AM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Backing Fire, LLC.
Contractor/Business Name *

By: DocuSigned by: Kevin Biegert
8877E8CBF4B1451...
(Signature of Chair, President, or Vice-President)

Kevin Biegert — Chief Executive Officer
Name and Title

Date: 10/31/2025 | 12:01 PM PDT

By: DocuSigned by: Ethan Honaman
4E37BF691DDE4AD...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Ethan Honaman — COO
Name and Title

Date: 10/31/2025 | 2:55 PM EDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A - Scope of Services / Payment Provisions

To Agreement by and between Monterey County Emergency Communications Department, hereinafter referred to as "County" AND BackingFire LLC, hereinafter referred to as "CONTRACTOR"

1. Term of Agreement – December 1, 2025 through June 30, 2031

2. Maximum Funding: $8,150.00.

3. Contact Information:

County:
Lee Ann Magoski – Director of Emergency Communications Department
MagoskiL@countyofmonterey.gov
831-769-8880
1322 Natividad Road, Salinas CA 93906

CONTRACTOR:
Kevin Biegert – CEO
kevin.biegert@backingfire.com
303-827-1101
19080 W. 92nd Drive Arvada CO 80007

4. Scope of Work

A. All services being performed by CONTRACTOR under this agreement will be performed from CONTRACTOR's principal offices located at 19080 W 92nd Dr, Arvada CO 80007. There shall be no travel costs paid by County.

B. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

   a. Provide five (5) year license for a Backup and Replication Software License. License term shall begin when County activates the license and shall continue for five (5) years after the County activates it and after this five (5) year term expires CONTRACTOR shall have no further obligation to provide the license.
   b. Installation, training, and ongoing support of the Backup and Replication Software on County's computer aided dispatch backup server.
   c. Provide 40TB server hardware for Backup and Replication software.
   d. Ship hardware to 1322 Natividad Road Salinas, CA.

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5. County Responsibilities

A. Provide all necessary hardware appliances.
B. Provide support to CONTRACTOR for software installation.
C. Install server hardware in County server room.
D. County shall agree to the 3rd Party Backup and Replication Software End User License Agreement (EULA).

6. Payment Provisions

A. County shall pay an amount not to exceed **eight thousand one hundred fifty dollars and zero cents ($8,150.00)** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. There shall be no travel reimbursement allowed during this Agreement and all shipping/handling costs are included in this price.

Item	**Price**	**Invoice Timing**
Backup & Replication— 5 Year Software Licensing	$2,913.12 – inclusive of all tax.	CONTRACTOR shall invoice County in Full when County activates the license by agreeing to the EULA.
Provide 40TB server hardware	$5,236.88 – inclusive of all shipping and tax.	CONTRACTOR shall invoice County in full when hardware is received by County.
Sum Total Payable by County	**$8,150.00**	

B. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

C. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

D. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

E. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

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Memorandum of Understanding between the County of Monterey on behalf of the Monterey County Free Libraries and Volunteer Center of Santa Cruz County

This memorandum of understanding establishes a formal partnership between the County of Monterey (County), on behalf of Monterey County Free Libraries (MCFL) and the Volunteer Center of Santa Cruz County (Volunteer Center) to offer classes, workshops, and other learning opportunities.

The goal of this partnership is to enhance and expand opportunities for participation in the programs and activities of the Volunteer Center in Monterey County, through offering classes, workshops and similar learning opportunities at MCFL branch libraries.

RECITALS

WHEREAS, the mission of the Volunteer Center of Santa Cruz County is to transform our community and ourselves through volunteerism and empower everyone to be the difference. We connect people, organizations, and businesses to transform lives, build community, and volunteer for good.

WHEREAS, the mission of MCFL is to bring ideas, inspiration, information, and enjoyment to our community. MCFL's vision is that Monterey County is a community where everyone has the opportunity to achieve their potential and pursue happiness.

WHEREAS, through collaboration, Volunteer Center and MCFL are looking to expand opportunities for participation in programs and classes offered by the Volunteer Center, benefitting community members through expanded participation opportunities, and fulfilling the missions of both institutions.

NOW THEREFORE, it is hereby agreed by and between the County and Volunteer Center as follows:

PURPOSE AND SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to providing program facilitation to conduct the above activities.

RESPONSIBILITIES UNDER THIS MOU

The County shall undertake the following activities:

- Provide access to MCFL facilities for Volunteer Center staff, volunteers, and participants for identified activities, on a mutually agreed location, schedule, and duration.
- Provide any current and applicable County and Library access and safety policies and protocols to Volunteer Center.
- Provide directions or training on use of any technology used for Volunteer Center activities at MCFL sites, on mutually agreed schedule.
- Assist in promotion of Volunteer Center activities at MCFL sites.
- Provide an open channel of communication to and with Volunteer Center.

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Volunteer Center shall undertake the following activities:

- Ensure that County and Library access and safety policies and protocols are communicated to Volunteer Center staff, volunteers, and participants undertaking the identified activities.
- Ensure that all Volunteer Center staff, volunteers, and participants follow County and Library access and safety policies and protocols.
- Manage all registration and enrollment required for Volunteer Center activities.
- Provide all applicable staff, volunteers, or other oversight as applicable to the Volunteer Center activities.
- Ensure that location and arrangements are safe and suitable for Volunteer Center activities.
- Provide any technology required for Volunteer Center activities that is unable to be routinely or suitably provided at MCFL sites.
- Ensure that activities and programs are free of charge and open to the public; Volunteer Center is not permitted to add or imply any fee or charge for those attending.
- Ensure that any additional permits, permissions, licenses or certifications for Volunteer Center activities are obtained and in place.
- Ensure that any personally identifiable information required for participation in Volunteer Center activities is collected, secured, or retained by Volunteer Center, and not shared with or represented as being collected by MCFL.
- Provide an open channel of communication to and with MCFL staff.

TERM

This MOU is in effect upon signing and will be for a term of three (3) years. This MOU may be terminated on terms mutually agreed upon by the parties, or upon 30 days advance written notice, without cause, by either party.

INDEMNITY

In consideration and furtherance of the above specified Volunteer Center shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with this MOU, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Volunteer Center's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "Volunteer Center performance" includes their action or inaction and the action or inaction of Volunteer Center's officers, employees, agents, invitees, volunteers, contractors, and subcontractors.

INSURANCE

Evidence of Coverage: Prior to commencement of this MOU, Volunteer Center shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained.

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Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, Volunteer Center upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. This approval of insurance shall neither relieve nor decrease the liability of the Volunteer Center.

Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Officer.

Insurance Coverage Requirements: Without limiting Volunteer Center's duty to indemnify Volunteer Center shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

• Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

• Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and property Damage of not less than $1,000,000 per occurrence.

• Workers' Compensation Insurance, if Volunteer Center employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Volunteer Center completes all the work or performs all the services under this Agreement. Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Volunteer Center and additional insureds with respect to claims arising from each subcontractor, if any, performing work or services under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements. Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of Volunteer Center's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional

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Insureds shall not be called upon to contribute to a loss covered by Volunteer Center's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 201011-85 or CG 201010 01 in tandem with CG 20 3710 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99. Prior to the execution of this Agreement by the County, Volunteer Center shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that Volunteer Center has in effect the insurance required by this Agreement.

Volunteer Center shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. Volunteer Center shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, Volunteer Center shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Volunteer Center to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this MOU immediately. Volunteer Center shall be a licensed, bonded and a properly insured (or permissibly self-insured) contractor, and be responsible for restoring the Property to a condition acceptable to the County upon completion of its purpose for using the Property.

NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS

During the term of this MOU, Volunteer Center and their employees, agents, and/or subcontractors shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation. Volunteer Center agrees to comply with all federal, state and local laws, regulations and ordinances of these authorities, including any health and safety orders or requirements issued by local or state authorities.

GOVERNING LAW

This MOU shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

ASSIGNMENT

Volunteer Center shall not assign or transfer interest in this MOU to any other parties without written consent from the County.

AUTHORITY

The Parties signing this MOU certify they have proper authorization to do so.

Name: Signed by: Tara Ireland E32CB726581D435... *Date:* 11/4/2025 | 9:51 AM PST

Tara Ireland, Empowered Aging Director
Volunteer Center of Santa Cruz County

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Name: _____ *Date:* _____

Hillary Theyer, Library Director
Monterey County Free Libraries

Docusign Envelope ID: DB6A7261-0C42-46EA-80E8-0EE8A081CC9C

COUNTY OF MONTEREY

Chris Lopez, Chair
Monterey County Board of Supervisors

1011 BROADWAY STREET, SUITE C
KING CITY, CA 93930
DISTRICT3@COUNTYOFMONTEREY.GOV
TELEPHONE: (831) 755-5033

18 November 2025

Dear California Fire Safe Council,

The County of Monterey Board of Supervisors authorizes the Department of Emergency Management to apply on behalf of County of Monterey for the 2025 California Fire Safe Council County Coordinators Grant Project and serve as the grant subrecipient. Our board is confident that the Department of Emergency Management can execute the scope of the grant program and meet project metrics and deliverables.

The Department of Emergency Management is aware that, as a subrecipient, they will be required to work closely with the County of Monterey Board of Supervisors and other fire mitigation groups within the county to meet the County Coordinator grant objectives of educating, encouraging, and developing county-wide collaboration and coordination. Our Board is prepared to support and assist the Department of Emergency Management in the execution of these project goals.

Should you require additional confirmation of the County of Monterey's support of the Department of Emergency Management, the Board of Supervisor's office may be reached at 831-755-5033 and district3@countyofmonterey.gov.

Signed,

Signed by:
C61E919C3B8E43A...

Chair, County of Monterey Board of Supervisors

10/28/2025 | 4:40 PM PDT
Date

Sincerely,

Chris Lopez, Chair
Monterey County Board of Supervisors

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Seneca Family of Agencies,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: assistance with the startup of a youth Crisis Stabilization Unit and two Enhanced Short-Term Residential Therapeutic Program beds in Monterey County.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 267,406.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from November 18, 2025 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

See page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Roderick W. Franks, Director	Leticia Galyan, CEO
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas, CA 93901	8945 Golf Links Road, Oakland, CA 94605
Address	Address
831-755-4430	510-654-4004 x2225
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: DocuSigned by: Jose Ramirez AFF6F81E09A847F... Assistant Chief Probation Officer

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Anne Brereton A46091E3DE63489...
County Counsel

Date: 11/3/2025 | 10:38 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 11/3/2025 | 3:53 PM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

David Bolton, Risk Manager

Date: _____

CONTRACTOR

Seneca Family of Agencies
Contractor/Business Name *

By: DocuSigned by: Leticia Galyean F9DB5858EAAC467...
(Signature of Chair, President, or Vice-President)

Leticia Galyean CEO/President
Name and Title

Date: 10/29/2025 | 10:47 AM PDT

By: Signed by: Stacie Scott A2A280808B10445...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Chief Financial Officer
Name and Title

Date: 11/3/2025 | 10:02 AM PST

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Seneca Family of Agencies

Exhibit A	Scope of Services
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs
Exhibit H	Child Abuse & Neglect Reporting

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SCOPE OF SERVICES/PAYMENT PROVISIONS

SENECA FAMILY OF AGENCIES
COMPLEX CARE CAPACITY BUILDING

A. TOTAL FUNDING: $267,406 — Complex Care Capacity Building General Fund Allocation (CFL 21/22-54 and CFL 21/22-68)

B. CONTRACT TERM: November 18, 2025 – June 30, 2026

C. CONTACT INFORMATION:

County Contract Monitor:
County of Monterey Department of Social Services
Chelsea Chacon, Management Analyst III
1000 S. Main Street, Suite 205 Salinas, CA 93901
Phone: (831) 755-8596 Fax: (831) 755-4600
ChaconC@countyofmonterey.gov

Probation Department:
County of Monterey Probation Department
Wendi Reed, Management Analyst III
20 East Alisal, Salinas, CA 93901
Phone: (831) 755-3985
ReedWL@countyofmonterey.gov

Contractor Information:
Seneca Family of Agencies
Dawn Henson, Regional Executive Director
8945 Golf Links Road, Oakland, CA 94605-2102
Phone: (510) 410-3451 Fax: (831) 455-4791
Dawn_Henson@senecacenter.org

Location of Services:
Seneca Family of Agencies
124 River Road, Salinas, CA 93908

D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: W95SGGLTRXF4
Date County Awarded Funding: N/A
ALN and Dollar Amount: N/A
Federal Award Description: N/A
Research and Development: No
Indirect Cost Rate: 15%

E. BACKGROUND:

In June 2024, the County of Monterey entered into a grant agreement with CDSS to provide a Children's Crisis Continuum Pilot Program (CCCPP) to close existing service gaps by building out comprehensive in-patient, crisis support, and community-based options. The CCCPP funding is earmarked for Seneca Family of Agencies to start up a range of additional high-end programs that do not currently exist locally to keep youth with complex needs in the community. These programs include a co-located, multi-tiered crisis treatment facility

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consisting of a Crisis Stabilization Unit (CSU) and Children's Crisis Residential Program (CCRP) and two Enhanced Short-Term Residential Therapeutic Program (E-STRTP) beds.

The CCCPP funding awarded by CDSS does not cover the cost of building out this continuum of care. Therefore, the purpose of this agreement is for the County of Monterey Family and Children's Services (FCS) and Juvenile Probation Department (JPD) to utilize Complex Care Capacity Building funds awarded by CDSS to support the start-up costs for the development of a highly integrated continuum of care that will serve foster youth who are in crisis.

F. TARGET POPULATION

Staff hired for CONTRACTOR's CSU and E-STRTP programs.

G. DESCRIPTION OF SERVICES:

G.1 Crisis Stabilization Unit (CSU) Start Up

- G.1.1 CONTRATOR shall hire a Trainer to provide four weeks of New Employee Orientation for the CSU.
- G.1.2 CONTRACTOR shall provide one month orientation and training for the following staff hired to work in the CSU:
  - G.1.2.a Register Nurse Manager
  - G.1.2.b Two Program Supervisors
  - G.1.2.c Three clinicians
  - G.1.2.d Two nurses
  - G.1.2.e Two counselors
  - G.1.2.f Four overnight counselors
  - G.1.2.g Program Assistant
  - G.1.2.h Health Information Specialist
- G.1.3 CONTRACTOR shall provide Nursing Director Consultation for four weeks at six hours per week.
- G.1.4 CONTRACTOR shall provide Psychiatry for 30.5 days at 6 hours per day.

G.2 Enhanced Short-Term Residential Treatment Program (E-STRTP)

- G.2.1 CONTRATOR shall hire a Trainer to provide four weeks of New Employee Orientation for the E-STRTP.
- G.2.2 CONTRACTOR shall provide one month orientation and training for the following staff hired to work in the E-STRTP:
  - G.2.2.a Register Nurse Manager
  - G.2.2.b Two Program Supervisors
  - G.2.2.c Six counselors (day/evening)
  - G.2.2.d Program Assistant
  - G.2.2.e Health Information Specialist
- G.2.3 CONTRACTOR shall provide Nursing Director Consultation for four weeks at six hours per week.
- G.2.4 CONTRACTOR shall provide Psychiatry for four weeks at eight hours per week.
- G.2.5 CONTRACTOR shall provide one week of STRTP training.

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SCOPE OF SERVICES/PAYMENT PROVISIONS

H. SERVICE GOALS:

CONTRACTOR agrees to the following program service measures:

H.1 CSU staff shall be trained and able to provide services.

H.2 E-STRTP staff shall be trained an able to provide services.

I. DATA SHARING AND EVALUATION

The following guidelines pertain to the sharing of data and program evaluation. In order to achieve stronger outcomes for children under the care of DSS and Probation who are in need of permanency, DSS and Probation will provide data and information specific to these children, as needed, to best support the CONTRACTOR supporting these families. CONTRACTOR will partner with the COUNTY on various tasks defined by the court process for receiving the family's Case Plans and CANS Assessments; however, no specific court case information that is not necessary for supporting permanency of the child will be shared, and all users will comply with Welfare & Institutions (W & I) Code Section 10850, 45 CFR § 205.50. *Violation of this statement may constitute grounds for corrective action up to and including termination of employment and/or this Agreement. Unauthorized use or release of confidential information may also subject the violator to personal, civil, and/or criminal liability and legal penalties.*

J. SUBCONTRACTOR(S)

Agreements executed between CONTRACTOR and subcontractor(s) performing work under this agreement shall require subcontractor(s) to comply with the provisions set forth in Section 9, Insurance and Section 8, Indemnification of this agreement, relative to CONTRACTOR. Subcontractor(s) agreements shall also include the provisions of Section10, Records & Confidentiality and Section 11 Non-Discrimination.

K. TRAVEL/TRAINING REIMBURSEMENT:

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

L. PROBATION DEPARTMENT RESPONSIBILITIES

The Probation Department shall:

L.1 Pass through funds allocated, per County Fiscal Letter (CFL) 21/22-54, to the Department of Social Services in the amount of **one hundred ten thousand five hundred seventy-five dollars ($110,575).**

L.2 Attend CCCPP start-up meetings.

M. PAYMENT PROVISIONS:

M.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit B, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

M.2 Total cost of this program is **two hundred sixty-seven thousand, four hundred six dollars ($267,406)**.

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M.2.1 The County Welfare Department Allocation is **one hundred fifty-six thousand eight hundred thirty-one dollars ($156,831).**

M.2.2 The County Probation Department Allocation is **one hundred ten thousand five hundred seventy-five dollars ($110,575).**

M.2.3 Details regarding payments toward this project shall be reported monthly on the Monthly Invoices in the form of **Exhibit D**.

M.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **two hundred sixty-seven thousand, four hundred six dollars ($267,406),** per **Exhibits C, Budget.**

M.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 20th day of the month in which services were performed on the form set in **Exhibit D**, **Invoice**. The final fiscal year invoices will be due no later than July 20th of each fiscal year.

M.5 CONTRACTOR shall provide an itemized list monthly of all flex funds requested by the CFT.

M.6 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

(End of Exhibit A)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the twenty (20th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 20th. If the Final Invoice is not received by COUNTY by close of business on July 20th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at https://www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Dawn Henson** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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Complex Care Capacity Building Budget
Seneca Family of Agencies
November 18, 2025 - June 30, 2026

REVENUE	FISCAL YEAR 2025-26		
Monterey County Funds	CWD	CPD	Total
	$ 156,831.00	$ 110,575.00	$ 267,406.00
Total Revenue			**$ 267,406.00**
CSU START-UP EXPENSES	**Salary**	**FTE**	**TOTAL**
Personnel			
Register Nurse Manager	$ 130,000.00	0.70	$ 7,583.00
Program Supervisor	$ 85,000.00	2.00	$ 14,167.00
Clinician	$ 75,000.00	3.00	$ 18,750.00
Registered Nurse	$ 125,000.00	2.00	$ 20,833.00
Counselors (day/evening)	$ 55,000.00	2.00	$ 9,167.00
Overnight Counselor	$ 55,000.00	4.00	$ 18,333.00
Program Assistant	$ 54,000.00	0.50	$ 2,250.00
Health Information Specialist	$ 54,000.00	0.50	$ 2,250.00
New Employee Orientation Trainer	$ 140,000.00	1.00	$ 3,554.00
Total Personnel			**$ 96,887.00**
Benefits		26.6%	$ 25,777.00
Total Salary and Benefits			**$ 122,664.00**
Contract Services	**Hourly Rate**		
Nursing Consultant	$ 190.00		$ 4,560.00
Psychiatry	$ 240.00		$ 43,920.00
Total Contract Services			**$ 48,480.00**
Total CSU Expenses			**$ 171,144.00**
E-STRTP START-UP EXPENSES	**Salary**	**FTE**	**Total**
Personnel			
Register Nurse Manager	$ 130,000.00	0.30	$ 10,833.00
Program Supervisor	$ 85,000.00	2.00	$ 14,167.00
Counselors (day/evening)	$ 55,000.00	6.00	$ 27,500.00
Program Assistant	$ 54,000.00	0.50	$ 2,250.00
Health Information Specialist	$ 54,000.00	0.50	$ 2,250.00
New Employee Orientation Trainer	$ 120,000.00	1.00	$ 3,046.00
Total Personnel			**$ 60,046.00**
Benefits		26.6%	$ 15,976.00
Total Salary and Benefits			**$ 76,022.00**
Contract Services	**Hourly Rate**		
Nursing Consultant	$ 190.00		$ 4,560.00
Psychiatry	$ 240.00		$ 7,680.00
STRTP Trainer	$ 200.00		$ 8,000.00
Total Contract Services			**$ 20,240.00**
Total E-STRTP Expenses			**$ 96,262.00**
TOTAL			**$ 267,406.00**

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MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and SENECA FAMILY OF AGENCIES

Complex Care Capacity Building
11/18/2025 - 6/30/2026

INVOICE

SENECA
FAMILY OF AGENCIES | UNCONDITIONAL CARE

Invoice Number: xx-xxx
Invoice Month: _____

BUDGET ITEM	FY TOTAL BUDGET	PRIOR MONTH FY-TO-DATE EXPENSES	CURRENT MONTHLY EXPENSES	CURRENT FY-TO-DATE EXPENSES	BALANCE FY CONTRACT FUNDS
CSU START-UP EXPENSES					
Personnel					
Register Nurse Manager	$ 7,583.00	$ -	$ -	$ -	$ 7,583.00
Program Supervisor	$ 14,167.00	$ -	$ -	$ -	$ 14,167.00
Clinician	$ 18,750.00	$ -	$ -	$ -	$ 18,750.00
Registered Nurse	$ 20,833.00	$ -	$ -	$ -	$ 20,833.00
Counselors (day/evening)	$ 9,167.00	$ -	$ -	$ -	$ 9,167.00
Overnight Counselor	$ 18,333.00	$ -	$ -	$ -	$ 18,333.00
Program Assistant	$ 2,250.00	$ -	$ -	$ -	$ 2,250.00
Health Information Specialist	$ 2,250.00	$ -	$ -	$ -	$ 2,250.00
New Employee Orientation Trainer	$ 3,554.00	$ -	$ -	$ -	$ 3,554.00
Benefits (26.6%)	$ 25,777.00	$ -	$ -	$ -	$ 25,777.00
Total CSU Salaries and Benefits	**$ 122,664.00**	**$ -**	**$ -**	**$ -**	**$ 122,664.00**
Contract Services					
Nursing Consultant	$ 4,560.00	$ -	$ -	$ -	$ 4,560.00
Psychiatry	$ 43,920.00	$ -	$ -	$ -	$ 43,920.00
Total Contract Services	**$ 48,480.00**	**$ -**	**$ -**	**$ -**	**$ 48,480.00**
E-STRTP START-UP EXPENSES					
Personnel					
Register Nurse Manager	$ 10,833.00	$ -	$ -	$ -	$ 10,833.00
Program Supervisor	$ 14,167.00	$ -	$ -	$ -	$ 14,167.00
Counselors (day/evening)	$ 27,500.00	$ -	$ -	$ -	$ 27,500.00
Program Assistant	$ 2,250.00	$ -	$ -	$ -	$ 2,250.00
Health Information Specialist	$ 2,250.00	$ -	$ -	$ -	$ 2,250.00
New Employee Orientation Trainer	$ 3,046.00	$ -	$ -	$ -	$ 3,046.00
Benefits (26.6%)	$ 15,976.00	$ -	$ -	$ -	$ 15,976.00
Total E-STRTP Salaries and Benefits	**$ 76,022.00**	**$ -**	**$ -**	**$ -**	**$ 76,022.00**
Contract Services					
Nursing Consultant	$ 4,560.00	$ -	$ -	$ -	$ 4,560.00
Psychiatry	$ 7,680.00	$ -	$ -	$ -	$ 7,680.00
STRTP Trainer	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00
Total Contact Services	**$ 20,240.00**	**$ -**	**$ -**	**$ -**	**$ 20,240.00**
Total Program Costs	**$ 267,406.00**	**$ -**	**$ -**	**$ -**	**$ 267,406.00**

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible for payment pursuant to the terms of the contract.

Authorized signature	Title	Date
_____	_____	_____

DSS Authorized Signature/Title: _____ Date: _____

Remit to: Seneca Family of Agencies
2275 Arlington Drive
San Leandro, CA 94578

Docusign Envelope ID: 229EEBC4-1F65-4593-8E62-A67673113A8B

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Seneca Family of Agencies

By:_____

Title:_____

Date: _____

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature Title

Seneca Family of Agencies _____

Agency/Organization Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension. CONTRACTOR shall submit their audit to 501-DSS-AUDITS@countyofmonterey.gov andto their assigned program contract analyst by the deadline as described in this section.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

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a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

_____ _____
(signature of authorized representative) (date)

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SENECA FAMILY OF AGENCIES
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

						Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
Program Name	*County Dept.*	*Contract No.*	*CFDA #*	*Contract Period*	*Contract Amount*	*Fiscal Year*	*Contract Life-to-Date*	*Fiscal Year*	*Contract Life-to-Date*	*Federal*	*Other Funds*	*Cash Match*	*In Kind Match*	*Total*

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CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

_____
Authorized Signature

_____
Date

- 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

County of San Luis Obispo,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Mycobacterium tuberculosis (Mtb) and other public health laboratory testing services.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 30,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2026 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: County of San Luis Obispo Web Portal User Agreement

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 ~~During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

~~CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** ~~For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.~~

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Edward L. Moeno, MD, MPH, Health Officer and Director of Public Health	Glen M. Miller, PhD, HCLD(ABB) Director, Public Health Laboratory
Name and Title	Name and Title
County of Monterey Health Department 1270 Natividad Road, Salinas, CA 93906	2191 Johnson Avenue, San Luis Obisp, CA 93401
Address	Address
(831)755-4585	(805)781-5512
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by: Kevin F. Serrano CF464EA4829E4B5...
County Counsel

Date: 10/30/2025 | 1:13 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 10/31/2025 | 1:21 PM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

County of San Luis Obispo
Contractor/Business Name *

By: _____
(Signature of Chair, President, or Vice-President)

_____
Name and Title

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

_____
Name and Title

Date: _____

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
AND
County of San Luis Obispo, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.2 CONTRACTOR shall provide Mycobacterium tuberculosis (Mtb) and other public health laboratory testing services on an as needed basis.

A.1.3 COUNTY shall send the specimens by FedEx, using the COUNTY's Public Health Lab's account. Specimens will be packaged to meet CONTRACTOR temperature requirements.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $30,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

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Laboratory fee schedule is valid from July 1, 2025, to June 30, 2026

Departmen Public Health - Laboratory
Fund Cent 160-10

Fee Detail		FY 2025-26 FEE SCHEDULE
Fee Indicator #	Fee Description	Fee Amount
	LABORATORY DIVISION	
1000	Laboratory Fees	
1001	Aeromonas-Plesiomonas culture	$103.00
1002	Antibiotic susceptibility testing	$66.00
1003	Bacteriologic Isolate ID Setup	$104.00
1004	Bacteriology primary culture	$109.00
1005	Blood lead	$56.00
1006	Campylobacter culture	$100.00
1007	Chlamydia amplified assay (fomerly named Chlamydia amplified assay (Roche))	$37.00
1008	Enterovirus PCR	$160.00
1009	Concentration	$49.00
1010	Cyclospora direct exam	$134.00
1011	Direct microscope exam, food	$188.00
1012	Domoic acid, shellfish meat	$210.00
1013	E coli shigatoxin-producing, culture	$144.00
1014	Enteric pathogens culture, food	$208.00
1015	Enterococci, MPN	$56.00
1016	Gastrointestinal PCR Panel	$280.00
1017	Gonorrhea amplified assay (formerly named Gonorrhea amplified assay (Roche))	$37.00
1018	Gram stain	$48.00
1019	Helminth-Arthropod identification	$60.00
1020	Heterotrophic Plate Count	$87.00
1021	HIV antibody differentiation test	$118.00

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Departmen Public Health - Laboratory
Fund Cent 160-10

Fee Detail		FY 2025-26 FEE SCHEDULE
Fee Indicator #	Fee Description	Fee Amount
1022	HIV 1,2 antibody-ANTIGEN, Serum	$87.00
1023	Influenza virus PCR	$140.00
1024	Isospora special direct exam	$119.00
1025	M. tuberculosis amplification test	$157.00
1026	Measles Virus PCR	$160.00
1027	Microsporidia special direct exam	$91.00
1028	Misc. testing per hour	$153.00
1029	Mumps Virus PCR	$160.00
1030	AFB (mycobacteria) isolate ID setup (formerly named Mycobacterial isolate ID setup)	$104.00
1031	Mycology isolate ID setup	$121.00
1032	Mycology culture: primary specimen (formerly named Mycology culture)	$136.00
1033	Mycology direct exam	$63.00
1034	N gonorrhoeae culture	$55.00
1035	Non-diagnostic health assessment -single event program	$100.00
1036	Non-diagnostic health assessment-multiple event program	$150.00
1037	Norovirus PCR	$160.00
1038	Ova and Parasites	$117.00
1039	Parasite blood smear exam	$68.00
1040	Parasite Exam - Trichrome	$83.00
1041	Parasite wet mount, feces	$80.00
1042	Pinworm Examination	$56.00
1043	Pox virus PCR	$160.00
1044	Pseudomonas Count	$66.00
1045	Quantiferon Plus (formerly named Quantiferon batch size 17)	$108.00
1046	Rabies DFA	$196.00
1047	Pneumonia PCR Panel	$342.00

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Departmen Public Health - Laboratory
Fund Cent 160-10

Fee Detail		FY 2025-26 FEE SCHEDULE
Fee Indicator #	Fee Description	Fee Amount
1048	Respiratory PCR Panel	$256.00
1049	RPR, serum	$39.00
1050	RPR, serum, titer	$61.00
1051	Salmonella culture	$126.00
1052	Shiga-toxin EIA (formerly named Shigatoxin)	$262.00
1053	Shigella culture	$127.00
1054	Stool culture	$271.00
1055	Stool culture isolate ID setup	$101.00
1056	Streptococcus Culture	$54.00
1057	Surface Sanitation Culture	$38.00
1058	AFB (mycobacteria) culture (formerly named TB culture: non-tissue)	$112.00
1059	AFB (mycobacteria) fluorescent smear (formerly named TB fluorescent smear)	$60.00
1060	Tick Identification	$38.00
1061	Total coliforms-Ecoli,MPN	$55.00
1062	Total coliforms-Ecoli, presence/absence	$48.00
1063	TP-PA	$97.00
1064	Trichomonas vaginalis amplified assay (formerly named Trichomonas amplified assay (Roche))	$70.00
1065	Urgent Charge - per episode (Testing done outside regularly scheduled hours)	$209.00
1066	Urine culture	$62.00
1067	Varicella zoster antibody	$125.00
1068	Varicella zoster NAAT (formerly named Varicella Zoster PCR)	$138.00
1069	VDRL, CSF	$53.00

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Departmen Public Health - Laboratory
Fund Cent 160-10

Fee Detail		FY 2025-26 FEE SCHEDULE
Fee Indicator #	Fee Description	Fee Amount
1070	Vibrio culture	$101.00
1071	Yersinia enterocolitica culture	$102.00
1072	Legionella MPN, Water	$79.00
1073	Legionella culture, water	$239.00
1074	Mycoplasma genitalium amplication (formerly named Mycoplasma genitalium amplication (Roche))	$75.00
1075	Borrelia burgdorferi (Lyme disease) amplification	$48.00
1076	Herpes virus NAAT (formerly named Herpes virus amplification)	$138.00
1077	DNA/RNA Sequencing 2-8 isolates, Manual (formerly named DNA/RNA Sequencing 2-8 isolates)	$2,811.00
1078	NSSP Fecal coliforms, ocean water	$134.00
1079	NSSP Total coliforms, process water	$118.00
1080	NSSP Fecal coliforms, ocean shellfish	$274.00
1081	NSSP Fecal coliforms, process shellfish	$264.00
1082	Hepatitis C virus antibody	$0.00
1083	Coronavirus SARS-CoV2 Xpert RT_PCR	$128.00
1084	SARS-CoV2 NAAT (Panther) (formerly named Coronavirus SARS-CoV2 Roche RT_PCR)	$72.00
1085	Flu/SC2 CDC RT_PCR (formerly named Influenza virus /SARS-CoV2 PCR - CDC Flu SC2 RT-PCR)	$140.00
1086	Sequencing SC2 type	$266.00
1087	MALDI-TOF Identification: Bacteriology	$92.00

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Departmen Public Health - Laboratory
Fund Cent 160-10

Fee Detail		FY 2025-26 FEE SCHEDULE
Fee Indicator #	**Fee Description**	**Fee Amount**
1088	MALDI-TOF Identification: Mycobacteriology	$122.00
1089	MALDI-TOF Identification: Mycology	$114.00
1090	Reference laboratory sendout	
1091	SARS-CoV-2/Flu/RSV Xpert PCR	$162.00
1092	Bordetella (pertussis) NAAT (formerly named Bordetella NAAT)	$141.00
1093	Tissue homogenization (formerly named TB culture: tissue)	$59.00
1094	Salmonella/Shigella serogrouping	$75.00
1095	Mycology identification (procedure) (formerly named Mycology identification)	$109.00
1096	Legionella urinary antigen	$84.00
1097	Carba-R Xpert	$145.00
1098	DNA/RNA WGS each isolate (12/batch), Automated	$390.00
1099	Direct exam - KOH prep	$29.00
1100	Xpert HCV viral load	$160.00
1101	Candida auris PCR (Panther Fusion)	$122.00
1102	STAR-BL MALDI-TOF	$138.00
1103	HIV viral load (Panther)	$114.00

Test	**Fee**
AFB culture (without concentration)	$112
AFB fluorescent smear	$60
AFB concentration	$49
AFB tissue homogenization	$59
MTB complex NAAT	$157
AFB isolate identification (set-up)	$104
MALDI-TOF MS Mycobacterial ID	$122

There shall be no travel reimbursement allowed during this Agreement.

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B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be emailed to the following:

County of Monterey Health Department
Public Health Bureau – Accounts Payable
1270 Natividad Road.
Salinas, CA 93906
(831) 755-4500
412-phfiscal@countyofmonterey.gov

County of Monterey Health Department
Public Health Lab - Donna Ferguson
1270 Natividad Road
Salinas, CA 93906
(831) 755-4636
fergusond@countyofmonterey.gov

Invoices shall:

_____
Contractor

~~a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.~~

_____
County

b) Bear the Contractor's name as shown on the agreement.
c) Invoices should be submitted monthly.
d) Identify the billing and/or performance period covered by the invoice.
e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

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COUNTY OF SAN LUIS OBISPO
PUBLIC HEALTH LABORATORY

Phone: (805) 781-5507 | Fax: (805) 781-1023
www.sloPublicHealth.org/Lab

San Luis Obispo County Public Health Laboratory (SLO PHL) Web Portal User Agreement

By signing this Agreement, the user agrees to the following items:

1. Use only the login credentials authorized by SLO PHL and not share, distribute or otherwise divulge your login and password to any other individual, including co-workers.
2. Maintain a strong password and reset the password when prompted.
3. Not make any attempt to authenticate another user's login and password.
4. Only access test results required by your employer (SLO PHL client).
5. Report to the SLO PHL any discovery of information for SLO PHL clients other than your organization.
6. Comply with all federal, state and local laws, regulations, and ordinances regarding confidentiality of information.
7. Recognize that SLO PHL will monitor use of the web portal by individual users and that laboratory reports can be modified solely by SLO PHL.
8. Not perform any operation that may result in a breach of security or disable the web portal.

PRINT: First Name _____ Middle init. _____ Last Name _____

Your Organization _____ Your Title _____

Clinic locations/physician group for which access is needed _____ Date _____

User Signature _____ Phone _____ Email address _____

1. Scan a copy and email to gmmiller@co.slo.ca.us
   or
2. Fax a copy to 1-805-781-1023 Attn: Web Portal Request

2191 Johnson Avenue, San Luis Obispo, CA 93401

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Addendum No. 1

1) Section 7.01 (Termination) is deleted in its entirety and replaced with the following:

7.01 During the term of this Agreement, either County and/or CONTRACTOR may terminate the Agreement for any reason by giving written notice of termination to the other Party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

2) Section 7.01 (Termination) adding line item (7.04) with the following language:

7.04 Termination shall have no effect upon the rights and obligations of the parties arising out of any services, which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination.

3) Section 8.0 (Indemnification) is deleted in its entirety and replaced with the following.

8.0 MUTUAL LIABILITY:
Each party hereto agrees to be responsible and assumes mutual liability for its own wrongful or negligent acts or omissions, or those of its officers, agents and employees to the fullest extent required by law.

4) Section 10.06 (Format of Deliverables) is deleted in its entirety and replaced with the following:

10.06 Format of Deliverables: For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverable, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. The CONTRACTOR shall provide the County with access to test orders and results via an online web portal platform. The online web portal platform will be made available to County employees who have completed a Web Portal User Agreement Form attached and incorporated in as Exhibit B. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

4) Exhibit A., Section B.2, paragraph a). (Contractors Billing Procedures) is deleted in its entirety and replaced with the following:

a) Be prepared on letterhead containing the Contractor’s name and address. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by the authority as follows:

CONTRACTOR-COUNTY OF SAN LUIS OBISPO

Approved:

By: _____

_____
Name and Title

Date: _____

Approved:

By: _____

_____
Name and Title

Date: _____

Approved as to form and legal effect:
Jon Ansolabehere
County Counsel

By_____ Date: _____
Deputy County Counsel

COUNTY OF MONTEREY

Approved as to Form

By: Signed by: Kevin F. Serrano CF464EA4829E4B5...
Deputy County Counsel

Date: 10/30/2025 | 1:13 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 10/31/2025 | 1:21 PM PDT

Approved:

By: _____
Elsa Jimenez/ Director of Health

Date: _____

Approved:

By: _____
Contracts/Purchasing

Date: _____

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County of Santa Barbara
Purchasing Agent
260 N San Antonio Rd,
Santa Barbara, CA 93110

Order CN12479

Order date
7/10/2025

Delivery address
Santa Barbara County
PUBLIC HEALTH GEN ACCTG
300 N SAN ANTONIO RD
SANTA BARBARA, CA
93110
SHEA SOTO
805-681-4628;5177

Vendor
226286
COUNTY OF MONTEREY HEALTH DEPARTMENT

168 W ALISAL ST
SALINAS
CA
93901
PHContracts@countyofmonterey.gov

Bill To
Santa Barbara County
300 N SAN ANTONIO RD SANTA BARBARA, CA 93110 805-681-4628; 5177

Refer Inquiries to Buyer
Christian Garcia
cgarcia@countyofsb.org

Terms of payment
30 days

Item/Comments	Description	Preferred delivery date	Quantity	Unit	Price	Amount
000286-LABORATORY TESTING	Environmental laboratory testing/analysis as per attached Scope of Work.	2026-06-30	1.00	Lot	5,000.00	5,000.00

Order Total USD **5,000.00**

GENERAL: Environmental laboratory testing/analysis as per attached Scope of Work.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN 06/30/2026.

LIMITATIONS: Total expenditure for the period shall not exceed $5,000. Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

STANDARD TERMS AND CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2023 09 29) attached.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF TWO HUNDRED THOUSAND DOLLARS ($200,000).

The County has an Environmentally Preferred Purchasing Policy (EPPP) that encourages the use of products/services that promote sustainable green practices. The general goals of this policy are to reduce toxicity, conserve natural resources, materials and energy, and maximize recyclability and recycled content. To view our complete EPP policy, visit: https://www.countyofsb.org/4370/Environmentally-Preferable-Purchasing-Po.

In accordance with Section 2-96 of the County Code, if complaint is made that seller is engaging in discriminatory

employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order.

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 260 N San Antonio Rd, Santa Barbara, CA 93110.

Accepted By: (X) _____

Print Name/Title: _____ Date:_____

Applicable License # (Medical/Contractor/Etc.):_____

DocuSigned by:
Phung Loman
5995E83913B84A5...

Accepted By: (X) _____

Print Name/Title: Phung Loman Chief Procurement Officer Date: 10/2/2025 | 3:38 PM PDT

kfs

Signed by:
Kevin F. Serrano
CF464EA4829E4B5...

Kevin F. Serrano Deputy County Counsel 10/29/2025 | 4:04 PM PDT

County of Monterey

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

Jennifer Forsyth Auditor-Controller Analyst II 10/30/2025 | 8:49 AM PDT

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Exhibit-A

Scope of Services

Monterey County Health Department Consolidated Chemistry Laboratory (MCHDCL) shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Environmental Laboratory testing/analysis services listed below as requested by the County of Santa Barbara:
   a. Total Coliforms and E. coli
   b. Legionella Testing
2. Laboratory methods used:
   a. CDC Legionella pneumophila culture method
   b. MCPHL lab developed PCR method
   c. Legiolert (IDEXX)
3. Sample equipment delivery methods: MCHDCL will ship sample bottles, swabs and cooler if needed. These items can also be picked up at the lab by a Santa Barbara County Public Health Department (SBCPHD) courier or SBCPHD staff.
4. Sample delivery methods: SBCPHD will ship samples to the MCHDCL in a cooler on ice overnight using FedEx or another overnight carrier. These items can also be picked up at the laboratory by a SBCPHD courier or SBCPHD staff.
5. Expected sample turnaround times is approximately 3 weeks, dependent upon sample quality, and number of samples submitted per sampling event. Samples are processed immediately; however, Legionella are slow growing on culture. PCR results are considered preliminary and may be available sooner until confirmation by a culture is available.
6. Preliminary and final laboratory results are submitted by MCHDCL to SBCPHD by email once completed. The laboratory can also notify SBCPHD by phone if requested.
7. Fiscal Year 2025/2026 rates: $138 per sample.

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STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS ("Terms and Conditions") are entered into by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and the party identified as "Vendor" on the COUNTY Purchase Order ("Purchase Order") issued by COUNTY's Procurement Services Division and to which these Terms and Conditions are attached ("CONTRACTOR" and, together with COUNTY, collectively, the "Parties" and each individually a "Party"), effective as of the date of CONTRACTOR's signature on or other acceptance of the Purchase Order (defined below). **CONTRACTOR's signature on or other acceptance of the COUNTY Purchase Order issued by COUNTY's Procurement Services Division to which these Terms and Conditions are attached ("Purchase Order") means CONTRACTOR has read, accepted, and agreed to these Terms and Conditions.** These Terms and Conditions, together with the Purchase Order, including all attachments and exhibits hereto and thereto, collectively, shall be referred to in these Terms and Conditions as the "Contract" or the "Contract Documents," and each such document comprising the Contract shall individually be referred to as a "Contract Document". For the avoidance of doubt, the Contract and the Contract Documents include the Description of Services (defined below) and the Indemnification and Insurance Requirements (defined below).

1. **SCOPE OF SERVICES / COMPENSATION.** CONTRACTOR agrees to provide to COUNTY the services ("Services") and deliverables ("Deliverables"), and COUNTY agrees to pay CONTRACTOR, as set forth in the Description of Services attached to the Purchase Order and incorporated herein by reference ("Description of Services"). This Contract shall be administered by the COUNTY's Procurement Services Division, and payment hereunder shall be subject to satisfactory performance of the Services and delivery of the Deliverables in accordance with the terms and conditions of the Contract as determined by the Director of COUNTY's General Services Department, or such Director's designee ("Designee"). CONTRACTOR will be entitled to reimbursement for only those expenses specifically identified in the Description of Services.

2. **STATUS AS INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of the Services under this Contract as an independent contractor, and not as COUNTY's employee. CONTRACTOR understands and acknowledges that CONTRACTOR will not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR warrants that CONTRACTOR is authorized by law to perform all work contemplated in this Contract, and CONTRACTOR agrees to submit, upon request, verification of licensure or registration, or other applicable evidence of such official authorization.

3. **BILLING & PAYMENT.** CONTRACTOR shall submit invoice(s) for the Services to the COUNTY at the COUNTY's address set forth on the Purchase Order, in accordance with the invoicing procedures set forth in the Purchase Order or the Description of Services. Unless otherwise specified in the Contract, COUNTY will pay CONTRACTOR within thirty (30) days from COUNTY's receipt of invoice.

4. **TAXES.** COUNTY will not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such taxes paid, plus all interest and penalties assessed in connection therewith. Such taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. Notwithstanding the foregoing, if CONTRACTOR is using a non-California address or a California P.O. Box address for conducting its business with COUNTY, CONTRACTOR shall be subject to required nonresident withholding for Services that CONTRACTOR provides in California for COUNTY, unless CONTRACTOR is a government entity or CONTRACTOR provides COUNTY with a California withholding form that shows CONTRACTOR is exempt from withholding.

5. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest, and CONTRACTOR shall not acquire any employment or interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, CONTRACTOR will not employ any person or subcontractor having any such conflict interest. CONTRACTOR shall promptly disclose to COUNTY, in writing, any potential conflict of interest.

6. **OWNERSHIP AND INTELLECTUAL PROPERTY.**

A. CONTRACTOR and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by CONTRACTOR in connection with performing the Services to the extent developed or acquired by CONTRACTOR prior to the commencement or independently of this Contract (collectively, the "Pre-Existing Materials"), including all intellectual property rights therein.

B. Except as provided in Subsection A of this Section 6, above, COUNTY shall own all Deliverables provided to COUNTY in connection with the Services. CONTRACTOR hereby grants to COUNTY a fully-paid, perpetual license to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use, in whole or in part, all Pre-Existing Materials incorporated into any of the Services or Deliverables, and all other reports, data, documents and other materials comprising, and necessary for COUNTY's continued use of, the Services and Deliverables, whether or not performance under this Contract is completed or terminated prior to completion ("License"). CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided by this Section 6.B. In addition to and without limiting the provisions of the Indemnification and Insurance Requirements (defined below), CONTRACTOR warrants that none of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract shall infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against all claims that any of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims.

C. This Section 6 shall survive the expiration or termination of this Contract.

7. **COUNTY PROPERTY.** COUNTY's property, documents, data, and information (collectively, "COUNTY Property") provided for CONTRACTOR's use or otherwise made available to CONTRACTOR or to which CONTRACTOR or any of CONTRACTOR's employees, affiliates, or subcontractors has access in connection with the Services, shall remain COUNTY's property, and CONTRACTOR shall return and destroy all copies of any and all COUNTY Property at the direction of COUNTY. CONTRACTOR may use COUNTY Property only to the extent necessary to provide the Services. CONTRACTOR shall not disseminate or disclose any COUNTY Property, without COUNTY's prior written consent in each instance. All non-public, confidential or proprietary information of COUNTY (collectively, "Confidential Information") disclosed, or made available to, or otherwise accessed by or on behalf of CONTRACTOR, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this CONTRACT is confidential, and shall not be disclosed or copied by CONTRACTOR without the prior written consent of COUNTY in each instance. Confidential Information does not include information that is in the public domain or rightfully obtained by CONTRACTOR on a non-confidential basis from a third party. CONTRACTOR may use Confidential Information only to the extent necessary to provide the Services. This Section 7 shall survive the expiration or termination of this Contract.

8. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. COUNTY will have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Contract exceeds ten thousand dollars ($10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

9. **INSURANCE AND INDEMNIFICATION.** CONTRACTOR agrees to and shall at all times during the term of the Contract fully comply with the Indemnification and Insurance Requirements attached to the Purchase Order and incorporated herein by reference ("Indemnification and Insurance Requirements"). The indemnification provisions set forth in the Indemnification and Insurance Requirements shall survive the expiration or termination of the Contract.

10. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and CONTRACTOR agrees to comply with such ordinance.

11. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Contract, and that COUNTY has the right to negotiate with and enter into contracts with others providing the same or similar services as those CONTRACTOR provides.

12. **NON-ASSIGNMENT; PERMITTED SUBCONTRACTOR(S).** CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer, by operation of law or otherwise, this Contract or any of CONTRACTOR's rights or obligations under this Contract without COUNTY's prior written consent in each instance, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for immediate termination of this Contract by COUNTY. CONTRACTOR shall not enter into agreements with or otherwise engage any person or entity, including all subcontractors and affiliates of CONTRACTOR, other than CONTRACTOR's employees, to provide any Services to Customer without the prior written consent of COUNTY in each instance (each such approved subcontractor or other third party, a "Permitted Subcontractor"). COUNTY's consent with respect to a Permitted Subcontractor shall not relieve CONTRACTOR of any of its obligations under the CONTRACT, and CONTRACTOR shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Contract as if they were CONTRACTOR's own employees. CONTRACTOR shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of CONTRACTOR, are properly licensed, certified and accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services. CONTRACTOR shall require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment and license provisions of these Terms and Conditions. Nothing contained in this Contract shall create any contractual relationship between COUNTY and any subcontractor or supplier of CONTRACTOR.

13. **TERMINATION.**

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience**. COUNTY may terminate this Contract in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease the performance of Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of Services.

2. **For Non-appropriation of Funds**. Notwithstanding any other provision of this Contract, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Contract, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Contract in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term of the Contract.
3. **For Cause**. Should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part immediately upon written notice to CONTRACTOR. Upon receipt of such termination or suspension notice, CONTRACTOR shall immediately discontinue all Services (unless such notice directs otherwise) and notify COUNTY as to the status of its CONTRACTOR's performance of

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CONTRACTOR's obligations under this Contract. The date of termination shall be the date such notice is received by CONTRACTOR, unless such notice directs otherwise.

B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in the Description of Services, CONTRACTOR may, at CONTRACTOR's option terminate this Contract if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

C. Upon termination, CONTRACTOR shall deliver to COUNTY all COUNTY Property and all Deliverables, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory Services performed prior to the date of such termination in a prorated amount of the compensation due hereunder, less payments, if any, previously made by COUNTY to CONTRACTOR. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Contract, nor for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

14. **NOTICE.** *From CONTRACTOR:* CONTRACTOR must send or deliver any required notice to the Designee at the addresses specified for COUNTY set forth in the Purchase Order. *From COUNTY:* Designee must send or deliver any required notice to CONTRACTOR at the address set forth in the first paragraph of these Terms and Conditions, above. Notices sent under this section shall be given to their respective parties in writing, by personal delivery, email, or facsimile, or with postage mailed by US Postal Service first-class, receipt of which is unacknowledged, shall be deemed effective three days from date of mailing. Other notices shall be deemed effective upon delivery by hand, proof of delivery by nationally recognized overnight carrier, or written acknowledgement of receipt, whichever is earlier.

15. **ENTIRE AGREEMENT AND AMENDMENT.** This Contract contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing (duly executed by Designee and/or COUNTY's Chief Procurement Officer or designee) and by no other means. Each Party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. This Contract expressly conditions CONTRACTOR's acceptance on CONTRACTOR's agreement to these Terms and Conditions. These Terms and Conditions shall control and prevail over any terms and conditions contained in any other documentation, and expressly exclude all of CONTRACTOR's general terms and conditions, if any, and any other document issued by CONTRACTOR in connection with the Contract unless such document is duly executed by COUNTY.

16. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State, and Federal statutes, ordinances, and regulations in effect during the Term of this Contract. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY. Before the date on which the Services are to start, CONTRACTOR shall obtain and, at all times during the term of this Contract, maintain, all necessary licenses, permits, and consents applicable to the provision of the Services. CONTRACTOR shall comply with all rules, regulations and policies of COUNTY, including security procedures concerning systems and data and remote access thereto, building security procedures, including, but not limited to, the restriction of access by CONTRACTOR to certain areas of COUNTY premises or systems for security reasons, and general health and safety practices and procedures.

17. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

18. **ORDER OF PRECEDENCE.** Any ambiguity, conflict, or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence: (1) the Indemnification and Insurance Requirements; (2) these Terms and Conditions; (3) the Purchase Order; (4) the Description of Services, (5) any other Contract Documents comprising the Contract (a) as attachments to the Purchase Order, or (b) duly executed by both of the Parties after CONTRACTOR's acceptance of the Purchase Order.

19. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to COUNTY that none of CONTRACTOR and CONTRACTOR's employees and principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR shall not contract with any subcontractor that is so debarred or suspended.

20. **NO PUBLICITY OR ENDORSEMENT.** CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices or statements regarding COUNTY or its projects, without the prior written consent of COUNTY in each instance.

21. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. **SURVIVAL.** All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Contract shall survive such termination or expiration.

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24. **NO WAIVER.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Contract to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. **SUCCESSORS AND ASSIGNS.** These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns in accordance with these Terms and Conditions.

26. **EXECUTION IN COUNTERPARTS; AUTHORITY.** The Contract and these Terms and Conditions may be executed in counterparts and each shall be deemed an original, and all shall constitute the same instrument. Each of the Parties represents and warrants that such Party's respective signatories to the Contract have the power and authority to enter into this Contract in the capacities set forth in the Purchase Order, and such Party has fully complied with all formal requirements necessary for such Party to enter into this Contract and for this Contract to be legally binding on such Party. CONTRACTOR hereby certifies and warrants that entering into this Contract shall not cause CONTRACTOR to breach the terms or conditions of any other contract or agreement to which CONTRACTOR is a party or which is otherwise binding on CONTRACTOR.

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EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation**: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriates to the CONTRACTOR'S profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required

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insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
    i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
    iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

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UNIFIED FRANCHISE AGREEMENT

FOR THE

EXCLUSIVE COLLECTION OF SOLID WASTE, RECYCLABLES AND ORGANIC WASTE IN UNINCORPORATED MONTEREY COUNTY

BETWEEN

COUNTY OF MONTEREY

AND

USA Waste of California, Inc. DBA Carmel Marina Corporation

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THIS UNIFIED FRANCHISE AGREEMENT ("Agreement") is made and entered into as of the last date opposite the respective signatures by and between the County of Monterey, a political subdivision of the State of California (“COUNTY”), and USA Waste of California, Inc. ("CONTRACTOR"), (hereafter collectively referred to as “the parties”).

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (“AB 939”) (California Public Resources Code Section 40000, et seq.) has established a solid waste management process which requires local agencies to implement source reduction, reuse and recycling as integrated waste management practices; and

WHEREAS, the State of California has found and declared that the amount of waste materials generated in California, coupled with diminishing disposal capacity, interest in minimizing potential environmental impacts from landfills, and the need to conserve natural resources have created an urgent need for state and local agencies to enact and implement an aggressive integrated waste management program. The State has through the enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State Agency, and all local agencies to promote a reduction in landfill disposal, maximize the use of waste reduction, re-use, recycling, and composting options in order to reduce the amount of material that must be disposed; and

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, generators, haulers, solid waste facilities, and other entities to support achievement of state-wide organic waste disposal reduction targets; and

WHEREAS, pursuant to California Public Resources Code Section 40059, the County has determined that the public health, safety and well-being require that an exclusive franchise agreement for solid waste, recyclables, and organic waste collection services be awarded to a qualified company for the collection and subsequent transfer, transportation, recycling, processing and/or disposal of certain solid waste, recyclables, and organic waste; and

WHEREAS, CONTRACTOR has demonstrated to the COUNTY that it has the experience, responsibility, and qualifications to conduct the services detailed herein for the collection, safe transportation and processing or disposal of materials as described herein; and

WHEREAS, CONTRACTOR desires to engage in the business of collecting certain solid waste, recyclables, and organic waste; and

WHEREAS, COUNTY wishes to utilize the CONTRACTOR’s services to offer solid waste, recyclables, and organic waste collection services to Single Family Dwellings, Multi-Family Dwellings and Commercial premises. COUNTY therefore grants CONTRACTOR the franchise described herein on the terms and conditions established hereby.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and consideration contained herein, COUNTY and CONTRACTOR hereby agree as hereinafter set forth:

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1. **DEFINITIONS**.

For the purpose of this Unified Franchise Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

1.1. **AB 341.** The Mandatory Commercial Recycling Law, signed into law January 2012 and as defined now and into the future under Division 30 of the Public Resources Code, requiring businesses and multi-family facilities of a certain size waste stream to conduct Recycling onsite through subscribed services or Self-Hauling to achieve an increase in Diversion from landfilling and reduce greenhouse gases.

1.2. **AB 876.** The Assembly Bill approved by the Governor of the State of California on October 8, 2015, which added Section 41821.4 to the Public Resources Code, relating to Solid Waste as amended, supplemented, superseded, and replaced from time to time.

1.3. **AB 901.** The Assembly Bill approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 and added Section 41821.6, 41821.7 and 41821.8 to the Public Resources Code relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

1.4. **AB 939**. The California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.), as it may be amended from time to time.

1.5. **AB 1594**. The Assembly Bill approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

1.6. **AB 1826**. The Mandatory Commercial Organics Recycling Law, signed into law October 2014 and as defined now and in the future under Division 30 of the Public Resources Code, requiring businesses of a certain size waste stream and waste profile to Recycle their Organic Wastes.

1.7. **Agreement**. The written document and all amendments thereto between COUNTY and CONTRACTOR governing the provision of Collection Services as provided herein, including all exhibits hereto, as it may be amended from time to time.

1.8. **Agreement Year**. A twelve-month period beginning on January 1 and ending on December 31.

1.9. **Alternative Daily Cover (ADC)**. Disposal Facility cover material, at least six (6) inches of earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating day to control vectors, fires, odor, blowing litter and scavenging, as defined in Title 27, Section 20164 of the California Code of Regulations.

1.10. **Applicable Law**. Any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.

1.11. **Bin**. A metal or plastic container, with volumetric capacity of one (1) to eight (8) cubic

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yards, featuring a hinged lid(s) and wheels (where appropriate) that is serviced by a front-end loading collection vehicle; “Bins” may also include compactors attached to increase capacity. Bins are sometimes also known as dumpsters.

1.12. **Board**. The Board of Supervisors of Monterey County.

1.13. **Bulky Items**. Discarded materials, such as large and small household appliances (including refrigerators), furniture, carpets, mattresses, White Goods, clothing, and oversized Green Waste such as tree trimmings and large branches, bagged Solid Waste, and similar large items which can be handled by two (2) people; or some combination of such items in a Container the dimensions of which Container does not exceed four feet by four feet by two feet (4’x4’x2’) and weighing no more than seventy-five (75) pounds, which are attributed to the normal activities of a Customer. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. Bulky Items do not include items herein defined as Unacceptable Waste or Construction and Demolition Debris.

1.14. **Calendar Year**. A period of twelve (12) months beginning January 1st and ending December 31st.

1.15. **Cart**. A heavy plastic receptacle with a rated capacity of at least twenty (20) gallons and not more than ninety-six (96) gallons, having a hinged tight-fitting lid, and two (2) wheels, that is approved by COUNTY and is colored and labeled as designated by COUNTY.

1.16. **Change in Law**. The adoption, promulgation, or modification of any Applicable Law occurring after the effective date of this Agreement.

1.17. **Collect/Collection**. To pick up, transport, and remove Solid Waste, Recyclables, Organic Waste, Food Waste, Christmas trees, Bulky Items, E-Waste, CED's, Universal Waste, Used Oil and Used Oil Filters, and/or Construction and Demolition Debris.

1.18. **Collection Services**. SFD Collection Services, MFD Collection Services and Commercial Collection Services.

1.19. **Commercial**. A business establishment and/or industrial facility including, but not limited to, governmental, specifically including COUNTY, religious, and educational facilities.

1.20. **Commercial Collection Services**. Commercial Solid Waste Collection Service, Commercial Recyclables Collection Service, and Commercial Organic Waste Collection Service.

1.21. **Commercial Customer**. Any Commercial entity utilizing a Container for the set out and accumulation of Solid Waste.

1.22. **Commercial Edible Food Generators** includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified in 14 CCR Section 18982(a)(7).

1.23. **Commercial Organic Waste Collection Service**. The Collection of Organic Waste from Commercial Customers in the Service Area, delivery of the Organic Waste to an Organic Waste Processing Facility, and the processing and marketing of the Organic Waste.

1.24. **Commercial Recyclables Collection Service**. The Collection of Recyclables from Commercial Customers in the Service Area, the delivery of the Recyclables to a

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Recyclables Processing Facility, and the processing and marketing of the Recyclables.

1.25. **Commercial Solid Waste Collection Service**. Collection of Solid Waste from Commercial Customers in the Service Area and delivery of the Solid Waste to the Disposal Facility.

1.26. **Compactor**. A machine or device designed to compress, reduce, and compact a variety of materials through hydraulic, mechanical, or pneumatic force.

1.27. **Compost.** The product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. "Compost" includes vegetable, yard, and wood wastes which are not hazardous waste.

1.28. **Composting**. The controlled or uncontrolled biological decomposition of organic wastes.

1.29. **Construction and Demolition Debris (C&D)**. Used or discarded materials removed from premises during construction or renovation of a structure resulting from construction, remodeling, repair or demolition operations on any house, or residential property, commercial building, pavement, or other structure. Construction and Demolition Debris includes rocks, soils, tree remains and other Green Waste which results from land clearing or land development operations in preparation for construction. Construction and Demolition Debris is normally Collected in a Roll-Off Container.

1.30. **Consumer Electronic Device or CED**. Discarded electronic devices that the California Department of Toxic Substances Control (DTSC) has determined to be a covered electronic device. CEDs include cathode ray tube (CRT) devices (including televisions and computer monitors); LCD desktop monitors; laptop computers with LCD displays; LCD televisions; plasma televisions; portable DVD players with LCD screens; and other electronic devices as may be added by the DTSC from time to time.

1.31. **Container**. Carts, Bins or Roll-Off Containers used for Collection of Solid Waste, Recyclables, or Organic Waste.

1.32. **Contamination**. (a) Material placed in a Recyclables Container other than Recyclables in quantities greater than 10%, as observed and documented by CONTRACTOR personnel, (b) Material placed in an Organic Waste Container other than Organic Waste in quantities greater than 3%, as observed and documented by CONTRACTOR personnel, and (c) Unacceptable Waste in any quantity in any Container.

1.33. **Contract Administrator**. The Director of Health or his/her designee.

1.34. **CONTRACTOR**. USA Waste of California, Inc.

1.35. **COUNTY**. The County of Monterey, a political subdivision of the State of California.

1.36. **COUNTY Clean-up Service**. The Collection of Solid Waste, Recyclables, Organic Waste, Bulky Items, E-Waste, CED's, or Universal Waste, by CONTRACTOR resulting from written requests from COUNTY for temporary clean-up of those materials and the transport and delivery of the Collected materials to the appropriate facilities.

1.37. **County Code**. Codified ordinances adopted by the COUNTY Board, as such ordinances may be amended from time to time.

1.38. **COUNTY Facilities**. Any building, structure, yard, park, or any other facility owned, leased, or operated, by the COUNTY, or any subsidiary public entity of the COUNTY, as

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set forth in the column titled “Facility” of Exhibit 10 to this Agreement, regardless of where within the Service Area such facility is located.

1.39. **Customer**. A Generator of Solid Waste, Recyclables, Organic Waste, Bulky Items, E-Waste, CED’s, Universal Waste, Christmas Trees, Used Oil and Used Oil Filters, or Construction and Demolition Debris within COUNTY'S jurisdiction, including all owners and/or occupants of Commercial premises, Multi-Family Dwellings, and Single Family Dwellings in the COUNTY, unless an exception under Section 2.3 applies.

1.40. **Difficult to Serve**. A set-out site for Containers via a road (or driveway) which has any of the following features:

1.40.1. Is less than two 9-foot traffic lanes (or with respect to a driveway, at least 12 feet width);

1.40.2. A grade greater than fifteen (15) percent;

1.40.3. An obstructed vertical clearance of less than fifteen (15) feet;

1.40.4. A turn radius of less than fifty (50) feet;

1.40.5. Is more than one hundred (100) feet from the public road; or

1.40.6. Is deemed by CONTRACTOR to pose a risk to CONTRACTOR equipment or personnel.

1.41. **Disposal**. The final processing and disposition of materials Collected by CONTRACTOR under the terms of this Agreement.

1.42. **Disposal Facility**. The MRWMD Disposal Facility, the SVSWA Disposal Facilities, and the Madison Lane Transfer Station.

1.43. **Divert**. To make use of discarded materials for any purpose and, therefore, to avoid Disposal of such material at the Disposal Facility.

1.44. **Dwelling Unit**. Any individual living unit in a Single Family Dwelling (SFD) or Multi- Family Dwelling (MFD) structure or building, a mobile home, or a motor home located on a permanent site intended for, or capable of being utilized for, residential living other than a hotel or motel.

1.45. **Edible Food** means food intended for human consumption. For purposes of this Agreement, Edible Food is not Organic Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

1.46. **Employee Housing**. Premises provided by or on behalf of an agricultural employer Customer in connection with agricultural employment including not only buildings but any living quarters, such as a tent, bunkhouse, maintenance-of-way car, mobile home, manufactured home, recreational vehicle, travel trailer or other housing accommodation established by the County.

1.47. **Employee Housing Customer**. A Person who provides Employee Housing within the Service Area.

1.48. **E-Waste**. Waste that is powered by batteries or electricity, such as computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, compact disc players/recorders,

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calculators and certain items also defined as Covered Electronic Devices (CED's).

1.49. **Fixed Body Vehicle**. Any wheeled vehicle that does not rely on a Roll-Off Container or other detachable Bin or Container to Collect, contain and transport material. Dump trucks shall be considered Fixed Body Vehicles.

1.50. **Food Recovery** means actions to collect and distribute food for human consumption which otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

1.51. **Food Recovery Organization** means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

1.51.1. A food bank as defined in Section 113783 of the Health and Safety Code;

1.51.2. A non profit charitable organization as defined in Section 113841 of the Health and Safety Code; and

1.51.3. A non profit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

1.52. **Food Recovery Service** means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery.

1.53. **Food Waste**. All Source-Separated organic material originally acquired for animal or human consumption, including, but not limited to: vegetable waste, fruit waste, grain waste, dairy waste, meat waste, fish waste; and compostable paper (only if accepted by the processing facility).

1.54. **Force Majeure**. Any acts of God, such as landslides, lightning, fires, storms, floods, pestilence, freezing, and earthquakes; explosions, sabotage, civil disturbances, acts of a public enemy, wars, blockades, riots, or other industrial disturbances, eminent domain, condemnation or other taking, or other events of a similar nature, not caused or maintained by COUNTY or CONTRACTOR, which event is not reasonably within the control of the party claiming the excuse from its obligations due to such event, to the extent such event has a significant and material adverse effect on the ability of a party to perform its obligations thereunder. Force Majeure shall include power outages, fuel shortages, and the first seven days of labor disruptions (e.g., strikes, work stoppage or slowdown, sickout, lockout, picketing or other concerted job action conducted by CONTRACTOR'S employees or directed at CONTRACTOR or subcontractor). Force Majeure shall include a Change in Law if such Change in Law prohibits a party's performance hereunder. Notwithstanding the foregoing, (i) no failure of performance by any subcontractor of CONTRACTOR shall be a Force Majeure unless such failure was itself caused by a Force Majeure; (ii) except as provided herein, no event which merely increases CONTRACTOR'S cost of performance shall be a Force Majeure; and (iii) no event, the effects of which could have been prevented by reasonable precautions, including compliance with agreements and applicable laws, shall be a Force Majeure.

1.55. **Generator**. A Person, Commercial business or any other entity that produces Solid Waste, Recyclables, Organic Waste, Bulky Items, Christmas Trees, Universal Waste, E- Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris.

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1.56. **Green Waste**. Untreated and unpainted wood, pruning, brush, leaves, or grass clippings and such other types of yard waste resulting from normal yard and landscaping maintenance. Green Waste must be generated by the Customer and at the service address wherein the Green Waste is Collected, segregated from Solid Waste at the source of generation and set out by the Customer for Collection. Green Waste does not include items herein defined as Unacceptable Waste.

1.57. **Hazardous Waste**. Any material, substance, waste or component thereof which poses an actual or potential risk to public health and safety or the environment by virtue of being actually or potentially toxic, corrosive, bioaccumulative, reactive, ignitable, radioactive, infectious or otherwise harmful to public health and safety or the environment, and which requires special handling under any present or future federal, state or local law, excluding de minimis quantities of waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe Collection, recycling, treatment and Disposal of household hazardous waste in compliance with Sections 41500 and 41802 of the California Public Resources Code.

1.58. **Large Event**. An event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and served an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system or other open space when being used for an event.

1.59. **Large Venue**. A permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, amusement park, conference or civil center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR Division 7, Section 12 and this Agreement, a site under common ownership or control that includes mor than one Large Venue that is contiguous with other Large Venues on the site, is a single Large Venue.

1.60. **Large Venue Collection Service**. Collection of Solid Waste, Recyclables, Organic Waste, and other materials as appropriate at Large Events.

1.61. **MFD Collection Service**. MFD Solid Waste Collection Service, MFD Recyclables Collection Service, MFD Organic Waste Collection Service, and Temporary Collection Service.

1.62. **MFD Customer**. A Multi-family Dwelling that provides for the set-out and accumulation of Solid Waste through the use of shared Containers.

1.63. **MFD Organic Waste Collection Service**. Collection of Organic Waste from MFD Customers in the Service Area, delivery of the Organic Waste to the appropriate Organic Waste Processing Facility, and processing and marketing of the Organic Waste.

1.64. **MFD Recyclables Collection Service**. Collection of Recyclables from MFD Customers in the Service Area, delivery of the Recyclables to the appropriate Recyclables Processing Facility, and processing and marketing of the Recyclables.

1.65. **MFD Solid Waste Collection Service**. Collection of Solid Waste from MFD Customers in the Service Area and delivery of the Solid Waste to the appropriate Disposal Facility.

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1.66. **Monterey Regional Waste Management District dba ReGen Monterey (MRWMD)**. That portion of the Service Area as set forth in Exhibit 6.

1.67. **MRWMD Construction and Demolition Debris Processing Facility**. The C&D Processing facility operated by the MRWMD and located at the Monterey Peninsula Landfill or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Monterey Regional Waste Management District.

1.68. **MRWMD Disposal Facility**. The Monterey Peninsula Landfill located at 14201 Del Monte Blvd., Marina, CA 93933 or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Monterey Regional Waste Management District.

1.69. **MRWMD Organic Waste Processing Facility**. The Organic Waste Processing facility operated by the MRWMD and located at the Monterey Peninsula Landfill or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the MRWMD.

1.70. **Multi-family Dwelling or MFD**. Any residence, or group of residences, with three (3) or more Dwelling Units, including any flat, apartment, duplex, triplex, condominium, town home or other premises, other than a hotel or motel, used for housing persons, including such premises when combined in the same building with Commercial establishments, and serviced with one (1) or more common Containers.

1.71. **Non-Collection Notice**. A form developed by CONTRACTOR, in a form and substance satisfactory to COUNTY, and provided at CONTRACTOR'S cost, on which CONTRACTOR has provided CONTRACTOR'S phone number and indicated the reasons for CONTRACTOR'S refusal to Collect material, giving reference to the section of this Agreement which has been violated, and which gives grounds for CONTRACTOR'S refusal either in writing or by means of a check system. Non- Collection Notices may be given in-person, by mail or electronically.

1.72. **On-Call Collection Service**. The periodic Collection of Bulky items, CED's, E-Waste, and/or U-Waste from SFD, MFD, Commercial, and Employee Housing Customers in the Service Area and the delivery of the Collected materials to the appropriate Disposal or Processing Facility.

1.73. **Organic Waste**. Food Waste, Green Waste, soiled paper and those materials agreed upon by the parties from time to time for Collection and recycling under this Agreement which are segregated from Solid Waste at the source of generation by the Customer and set out for Collection. This definition is subject to change based on what is accepted at the Organic Waste Processing Facility.

1.74. **Organic Waste Processing Facility**. The Monterey Regional Waste Management District (MRWMD) Food Waste Processing Facility and the Salinas Valley Solid Waste Authority (SVSWA) Food Waste Processing Facility.

1.75. **Person**. An individual, firm, agency, company, cooperative, public or private corporation, association, partnership, limited partnership, consortium, joint venture, limited liability company, commercial entity, trust, regulatory authority, governmental entity, or any other legal entity.

1.76. **Processing Residues**. Materials remaining after the processing of Recyclables, Organic Waste, Bulky Items and Construction and Demolition Debris, which cannot

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reasonably be Diverted from the landfill.

1.77. **Rebuilt Vehicle**. For purposes of this Agreement, "rebuilt" means, at a minimum, replacement of worn parts and reconditioning or replacement of hydraulic systems, transmissions, differentials, electrical systems, engines, and brake systems. In addition, the rebuilt vehicle must be repainted, and its tires must have at least eighty-five (85) percent of tread remaining.

1.78. **Recyclables**. Those materials designated in this Agreement for Collection and recycling under this Agreement which are segregated from Solid Waste by the Customer at the source of generation and set out for Collection. Recyclables include those materials defined by COUNTY, including newsprint (including inserts, coupons and store advertisements); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, milk and juice cartons, office ledger paper, legal pad backing, shoeboxes and telephone books); glass containers, (including brown, clear blue and green glass bottles and jars); aluminum, (including beverage containers and foil products); small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel including "tin" cans, aerosol cans (empty, non-toxic products) and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; all plastics (#1-7), except expanded Polystyrene (EPS); aseptic packaging; textiles; dry cell household batteries when placed on the Recyclables Cart in a sealed heavy-duty plastic bag; and those materials as may be added in accordance with Section 19 of this Agreement. This list of Recyclables is subject to change based on what is accepted at the Recyclables Processing Facilities.

1.79. **Recyclables Processing Facility**. Any facility selected by CONTRACTOR, and approved by COUNTY, that is designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclables, scrap metal, wood, asphalt, concrete and other inert materials for sale or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreements with the Salinas Valley Solid Waste Authority or the Monterey Regional Waste Management District.

1.80. **Recyclables Processing and Marketing**. Recycling, including, but not limited to the receipt, storage, sorting, cleansing, treating, bailing, shipping, and/or reconstituting of Recyclables including Recyclables recovered from the Solid Waste stream, at a facility which has adequate capacity to process the Recyclables Collected pursuant to this Agreement, and to return those Recyclables to the economic mainstream in a form that meets the requirements for greatest marketability. Without limiting the foregoing, Recyclables Processing and Marketing includes the pursuit and/or creation of markets for processed Recyclables in accordance with the provisions of this Agreement and plans submitted hereunder.

1.81. **Residential Dwelling**. A Single Family Dwelling or Multi-Family Dwelling.

1.82. **Roll-Off Container**. A metal Container of between ten (10) and fifty (50) cubic yards that is normally loaded onto a motor vehicle and transported to an appropriate facility. A Roll-Off Container may be open topped or enclosed with or without a compaction unit.

1.83. **Roll-Off Collection Services**. The service provided to Customers for the Collection of discarded material using a Roll-Off Container, as described in Section 8.

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1.84. **Roll-Out Collection Services**. The provision of SFD Collection Services to those Customers requiring or requesting that Collection occur at an on-premises site instead of at the curb or roadway.

1.85. **Salinas Valley Solid Waste Authority (SVSWA)**. That portion of the Service Area as set forth in Exhibit 6.

1.86. **SB 1383** means Senate Bill 1383 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7 and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in statewide effort to reduce emissions of short-lived climate pollutants. For purposes of this Agreement, SB 1383 specifically refers to the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle that created Chapter 12 of 14 CCR and amended portions of regulations of 14 CCR and 27 CCR.

1.87. **Self-Haul Customer**. A Generator of Solid Waste, Recyclables, Organic Waste, Bulky Items, E-Waste, CED's, Universal Waste, Christmas Trees, Used Oil and Used Oil Filters, and/or Construction and Demolition Debris within the COUNTY'S jurisdiction who delivers materials to a facility permitted to accept the material rather than to CONTRACTOR.

1.88. **Service Area**. The unincorporated areas of the County of Monterey, California and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the term of this Agreement.

1.89. **Service Commencement Date**. January 1, 2025.

1.90. **SFD Collection Service**. SFD Solid Waste Collection Service, SFD Recyclables Collection Service, SFD Organic Waste Collection Service, On-Call Collection Service and Used Oil Collection Service. All SFD premises in the COUNTY shall have Solid Waste, Recyclables and Organic Waste Collection Services unless an exception under this Agreement applies.

1.91. **SFD Customer**. A Single-Family Dwelling, or a Multi-Family Dwelling wherein each individual Dwelling Unit subscribes for the set-out and accumulation of Solid Waste through the use of non-shared Carts.

1.92. **SFD Organic Waste Collection Service**. Collection of Organic Waste from SFD Customers in the Service Area and the delivery of the Organic Waste to the appropriate Organic Waste Processing Facility.

1.93. **SFD Recyclables Collection Service**. Collection of Recyclables from SFD Customers in the Service Area, the delivery of the Recyclables to the appropriate Recyclables Processing Facility and the processing and marketing of the Recyclables.

1.94. **SFD Solid Waste Collection Service**. Collection of Solid Waste from SFD Customers in the Service Area and the delivery of the Solid Waste to the appropriate Disposal Facility.

1.95. **Single Family Dwelling or SFD**. A detached Dwelling Unit with individual (not shared with other Dwelling Units) Collection Services. As such, the Single Family Dwelling will receive Containers for its own use (not other Dwelling Units) and will have an individual account with CONTRACTOR.

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1.96. **Solid Waste**. Except as provided below, “Solid Waste” means all “Solid Waste” as defined in California Public Resources Code Section 40191, as that Section may be amended from time to time, and as defined in Section 10.41.010 of the Monterey County Code, as that Section may be amended from time to time, which is generated within the COUNTY. “Solid Waste” also means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded wastes, but does not include abandoned vehicles, Hazardous Waste or other Unacceptable Waste. “Solid Waste” may include Recyclables, Organic Waste, Bulky Items and Construction and Demolition Debris if such materials are not source separated from other "Solid Waste" at the site of generation or Collected for Recycling, Composting, processing and marketing.

1.97. **Special Services**. Waste collection services that are not Collection Services, and therefore outside the scope of this Agreement.

1.98. **Subcontractor.** Any Person, firm, or entity hired by CONTRACTOR to carry out any of CONTRACTOR’S duties under this Agreement.

1.99. **SVSWA Construction and Demolition Debris Processing Facility**. Any facility located within the boundaries of the SVSWA, designated by CONTRACTOR and approved by COUNTY for the receipt, storage, and processing of Construction and Demolition Debris or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Salinas Valley Solid Waste Authority.

1.100. **SVSWA Disposal Facility**. The Johnson Canyon Landfill located at 31400 Johnson Canyon Road, approximately 2.5 miles east of Gonzales, the Recycling Center at Madison Lane located at 1104 Madison Lane, Salinas, and the Jolon Road Transfer Station located 52654 Jolon Road, King City, and such other facilities as COUNTY may direct as required by the terms of its joint powers authority agreement with the Salinas Valley Solid Waste Authority.

1.101. **SVSWA Organic Waste Processing Facility**. Any facility located within the boundaries of the SVSWA, selected by CONTRACTOR and approved by COUNTY that is designed, operated and legally permitted for the purpose of receiving and processing Organic Waste or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the SVSWA.

1.102. **Temporary Collection Service**. Collection of material on a temporary or irregular basis, using CONTRACTOR-provided Bins or Roll-Off Containers, as set forth in Section 8 of this Agreement.

1.103. **Tier One Commercial Edible Food Generators** means a Commercial Edible Food Generator that is one of the following: (a) Supermarket; (b) grocery store with total facility size equal or greater than 10,000 square feet; (c) food service provider; (d) Food Distributor; and (e) wholesale food vendor.

1.104. **Tier Two Commercial Edible Food Generators** means a Commercial Edible Food Generator that is one of the following: (a) restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet; (b) hotel with an on-site food facility and 200 or more rooms; (c) health facility with an on-site food facility and 100 or more beds; (d) Large Venue; (e) Large Event; (f) a State agency with a cafeteria with

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250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet; (g) a local education agency with an on-site food facility.

1.105. **Unacceptable Waste**. Any and all waste, including but not limited to Hazardous Waste, the acceptance or handling of which would cause a violation of any permit condition or legal or regulatory requirement, damage or threatened damage to CONTRACTOR'S equipment or facilities, or present a substantial endangerment to the health or safety of the public or CONTRACTOR'S employees; provided, that de minimis quantities or waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe Collection, recycling, treatment, and Disposal of household Hazardous Waste in compliance with Sections 41500 and 41802 of the California Public Resources Code shall not constitute Unacceptable Waste. Unacceptable Waste does not include Used Oil, Used Oil Filters, or household batteries when placed for Collection as set forth in this Agreement or as otherwise directed by COUNTY.

1.106. **Universal Waste**. Discarded materials that the California Department of Toxic Substances Control considers Universal Waste, including materials such as batteries, thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans, and certain mercury-containing devices.

1.107. **Used Oil**. Any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful to the Customer because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil must be generated by and at the Single-Family Dwelling wherein the Used Oil is Collected. Used Oil does not include transmission fluid.

1.108. **Used Oil Collection Service**. The Collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers, by CONTRACTOR, from SFD Customers in the Service Area utilizing Used Oil and Used Oil Filter Containers for the accumulation and setout of Used Oil and Used Oil Filters and the appropriate disposition of the Used Oil and Used Oil Filters in accordance with the requirements of this Agreement.

1.109. **Used Oil Container**. A plain plastic container provided by COUNTY or CONTRACTOR, as set forth in Section 3.10 of this Agreement, for the accumulation of Used Oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a Used Oil Container.

1.110. **Used Oil Filter**. Any oil filter that is no longer useful to the SFD Customer because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil Filters must be generated by and at the Single- Family Dwelling wherein the Used Oil Filter is Collected.

1.111. **Used Oil Filter Container**. A sealable container provided by COUNTY or CONTRACTOR, as set forth in Section 3.10 of this Agreement, for the accumulation of Used Oil Filters that has a label designating it for use as a Used Oil Filter Container.

1.112. **White Goods**. Discarded household appliances such as washers, dryers, refrigerators, stoves, water heaters, freezers, small air conditioning units, and other similar items.

1.113. **Work Day**. Any day, Monday through Saturday, that is not a holiday as set forth in

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Section 3.9 of this Agreement.

2. **TERM AND SCOPE OF FRANCHISE**.

2.1. **Term of Agreement**. The initial term of this Agreement shall be for a period commencing on January 1, 2025, and terminating at midnight on January 1, 2035. The term of this Agreement may be extended by one (1) five (5) year period, with such five (5) year period being agreed upon in writing by the parties. COUNTY'S decision whether to agree to extend the Agreement shall be at its sole discretion.

2.2. **Grant of Exclusive Franchise**. Subject to the requirements, conditions and exceptions set forth in this Agreement and Exhibits, COUNTY hereby grants to CONTRACTOR during the term of this Agreement the exclusive franchise, right, privilege, and duty to provide Collection Services in the COUNTY.

2.3. **Limitations to Scope of Exclusive Franchise**.

2.3.1. Nothing in this Agreement shall require that Collection Services be received by COUNTY facilities, or any entity governed by the Board; the State of California; any school district; or any entity that is excluded by Applicable Law from the obligation to receive Collection Services set forth herein.

2.3.2. Nothing in this Agreement shall limit the right of any Person to donate or sell his or her Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Christmas trees, Used Oil and Used Oil Filters and/or Construction and Demolition Debris to someone other than CONTRACTOR, provided such donation or sale may not result in the Person making a net payment for such services. Similarly, pursuant to Chapter 10.41 of the Monterey County Code, nothing in this Agreement shall limit the right of any Person to haul the Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's Christmas trees, Used Oil and Used Oil Filters and Construction and Demolition Debris he or she generates on his or her own premises to a facility that holds all applicable permits required per federal law, state law and/or County Code.

2.3.3. Notwithstanding CONTRACTOR'S rights under this Agreement as described above, the following materials may be Collected by Persons other than CONTRACTOR:

2.3.3.1. Construction and Demolition Debris that is removed from a premises by a licensed contractor as an incidental part of a total construction, remodeling, or demolition service offered by that contractor, rather than as a separately contracted or subcontracted hauling service; or

2.3.3.2. Green Waste that is removed from SFD, MFD or Commercial premises by a contractor as an incidental part of a total gardening or landscaping service offered by that contractor, rather than as a separately contracted or subcontracted hauling service;

2.3.3.3. Composted at the site where it is generated (e.g., backyard composting);

2.3.3.4. Bulky Items, E-Waste, CED'S or U-Waste that are removed from a premises by a property cleanup or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service;

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2.3.3.5. Animal remains and grease waste Collected for use as tallow;

2.3.3.6. Animal waste Collected for use as a soil amendment;

2.3.3.7. Recyclables which CONTRACTOR is not required to Collect and process under this Agreement as of the effective date of this Agreement which subsequently, in COUNTY'S reasonable judgment, become economically feasible to recycle. In such event, CONTRACTOR shall have the exclusive right to Collect and process such new Recyclables if CONTRACTOR agrees to do so without any change in rates. If CONTRACTOR is unwilling to provide service for such new Recyclables at existing rates, COUNTY may provide for Collection and processing of new Recyclables in any manner it deems appropriate.

2.3.3.8. Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Section 14500, et seq., California Public Resources Code, as such statute may be amended from time to time;

2.3.3.9. Hazardous Waste regardless of its source;

2.3.3.10. By-products of sewage treatment, including sludge, grit, and screenings;

2.3.3.11. Abandoned Solid Waste discarded on public roads, right of ways and public parking lots in the Service Area. The County Code does not prohibit persons from scavenging or picking up abandoned Solid Waste;

2.3.3.12. Exemptions as listed and detailed from time to time in federal and state law, or County Code, and subject to Section 22 of this Agreement; or

2.3.3.13. The provisions allowing COUNTY to provide for Collection, processing and Disposal as specified elsewhere in this Agreement.

2.4. **Excluded Services**. CONTRACTOR acknowledges and agrees that COUNTY may permit other persons besides CONTRACTOR to Collect any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of CONTRACTOR.

2.5. **Legal Limitations**. This grant to CONTRACTOR of rights, privileges, and duties shall be interpreted to be consistent with federal and state law and County Code in effect now and during the term of this Agreement. In the event future interpretations of current law, or enactment of new laws limit the ability of COUNTY to lawfully provide for the scope of franchise, rights, privileges, and duties specifically set forth herein, CONTRACTOR agrees the scope will be limited to that scope which may be lawfully provided for under this Agreement, and, except as otherwise provided in Section 11.20, COUNTY shall not be responsible for any lost profits claimed by CONTRACTOR to arise out of further limitations of the scope as set forth herein. In such event, it shall be the responsibility of CONTRACTOR to minimize the financial impact to other services being provided as much as commercially feasible.

3. **SERVICE STANDARDS**.

3.1. **Service Standards**. CONTRACTOR shall perform all Collection Services under this Agreement in a thorough and professional manner. Collection Services described in this Agreement shall be performed regardless of weather conditions or difficulty of Collection,

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except as provided in this Agreement.

3.2. **Mandatory Franchise Service**. CONTRACTOR will provide Collection Service at each premise located in the Service Area, unless that premise is expressly exempted from mandatory service under Section 2.3 above and Section 10.41.030 of the County Code.

3.3. **Collection Service Commencement**. CONTRACTOR will begin providing Collection Services under this Agreement on January 1, 2025.

3.4. **Hours and Days of Collection**.

3.4.1. SFD and MFD Collection Services shall be provided commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through Friday, with no service on Saturday or Sunday, except as provided in Section 3.9 of this Agreement. The hours, days, or both, of Collection may be temporarily extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator. Collection Services are not required on Saturday but may be offered at CONTRACTOR's discretion.

3.4.2. Commercial Collection Services shall be provided commencing no earlier than 4:00 a.m. and terminating no later than 10:00 p.m., Monday through Saturday, except Collection shall begin no earlier than 6:00 a.m. or end later than 6:00 p.m. within two hundred (200) feet of Single-Family Dwellings. The hours, days, or both, of Collection may be temporarily extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.

3.5. **Manner of Collection**. CONTRACTOR shall provide Collection Services with as little disturbance as possible and shall leave any Container in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

3.6. **Roll-out and Push Service**. If CONTRACTOR determines that the set-out location for Containers is Difficult to Serve, then CONTRACTOR may provide its choice of either Roll-Out Collection Service to Customers using Carts, or push services to Customers using Bins, for the surcharge listed on Exhibit 1, Rate Schedule.

3.7. **Containers**.

3.7.1. **Purchase and Distribution of Carts, Bins and Roll-Off Containers**. CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional new Carts, new or well-maintained Bins, and new or well-maintained Roll-Off Containers as required to Customers in the Service Area; Containers in use prior to this Agreement may continue to be used. CONTRACTOR shall also distribute Carts, Bins and Roll-Off Containers as required to new Customers that are added to the Service Area during the term of this Agreement. The distribution shall be completed within five (5) Work Days of receipt of notification from COUNTY or the Customer, or the Customer's next service date, whichever is later.

3.7.2. **Replacement of Containers**.

3.7.2.1. CONTRACTOR'S employees shall take care to prevent damage to Containers by unnecessary rough treatment. However, any Container damaged by CONTRACTOR shall be replaced by CONTRACTOR, at CONTRACTOR'S expense, within five (5) Work Days of receipt of notification

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from COUNTY or the Customer, or the Customer's next service date, whichever is later, at no cost or inconvenience to the Customer.

3.7.2.2. Upon notification to CONTRACTOR by COUNTY or a Customer that a Customer's Container is faulty, has worn out, or has been stolen or damaged beyond repair through no fault of the Customer, CONTRACTOR shall deliver a replacement Container to such Customer no later than the next regularly scheduled Collection day or five (5) Work Days. There shall be no charge to the Customer for such replacement Containers.

3.7.2.3. Where a Container needs to be repaired or replaced due to the fault of the Customer, CONTRACTOR shall be compensated by the Customer for the cost of repair or replacement, as appropriate, as set forth in Exhibit 1 which is attached to and included in this Agreement or as may be adjusted under the terms of this Agreement.

3.7.3. **Repair of Containers**. CONTRACTOR shall be responsible for repair of Containers no later than the next regularly scheduled Collection day, or five Work Days, after notification of the need for such repairs. The cost of such repairs will be determined as set forth above.

3.7.4. **Locks**. Within one (1) week of receipt of the request, CONTRACTOR will provide a lock on a Bin for the surcharge listed in Exhibit 1. Alternatively, Customers may provide CONTRACTOR-approved locks.

3.7.5. **Cart or Bin Exchange**. Upon notification to CONTRACTOR by COUNTY, or a Customer, that a change in the size or number of Carts or Bins is required, CONTRACTOR shall deliver such Carts or Bins to such Customer within five (5) Work Days. Each SFD Customer shall be entitled to receive one (1) free Solid Waste Cart exchange, one (1) free Recyclables Cart exchange and one (1) free Organic Waste Cart exchange per Agreement Year during the term of this Agreement. Each MFD or Commercial Customer shall be entitled to receive one (1) free service exchange, per Agreement Year during the term of this Agreement. For the purposes of this Section, a service exchange represents the exchange of as few as one (1) and as many as the total number of Bins and Carts provided by CONTRACTOR and utilized by the Customer. Accordingly, CONTRACTOR shall be compensated for the cost of those exchanges in excess of the limitations set forth herein per Agreement Year, in accordance with the Cart or Bin Exchange service rate as set forth in Exhibit 1 of this Agreement.

3.7.6. **Ownership of Carts**. Ownership of Carts shall rest with CONTRACTOR, except that ownership of Carts in the possession of a Customer at the end of this Agreement shall rest with COUNTY. At its sole discretion, COUNTY may elect not to exercise its rights with regards to this Section and in such case the Carts shall remain the property of CONTRACTOR upon termination of this Agreement. In this event CONTRACTOR shall be responsible for removing all Carts in service from the Service Area and reusing or Recycling such Carts. In addition, in the case of the termination of this Agreement prior to the expiration of the initial term or optional extension term(s) due to the default of CONTRACTOR as set forth in Section 24 of this Agreement, COUNTY shall have the right to take possession of the Carts and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall

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not be limited and regardless of the time of possession, there shall be no monies owing to CONTRACTOR from COUNTY for the use of the equipment. Upon the receipt of written notice from COUNTY, CONTRACTOR shall submit to the Contract Administrator an inventory of Carts, including their locations.

3.7.7. **Ownership of Bins and Roll-Off Containers**. Ownership of Bins and Roll-Off Containers distributed by CONTRACTOR shall rest with CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension term due to the default of CONTRACTOR as set forth in Section 24 of this Agreement. Under such circumstances, COUNTY shall have the right to take possession of the Bins and Roll-Off Containers and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession there shall be no monies owing to CONTRACTOR from COUNTY for the use of the equipment. Upon receipt of a written request from COUNTY, CONTRACTOR shall submit to the Contract Administrator an inventory of Bins and Roll-Off Containers, including theirlocations.

3.7.8. **Compactor Equipment**. Compactor equipment may be owned by the Customer or leased from CONTRACTOR or any other source, provided the Compactor Container is compatible with CONTRACTOR'S Collection vehicles.

3.7.9. Customers may not, itself or by using a company other than CONTRACTOR, compact any materials in CONTRACTOR-provided Containers.

3.8. **Labor and Equipment**. CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall at all times have sufficient backup equipment and labor to fulfill CONTRACTOR'S obligations under this Agreement. No compensation for CONTRACTOR'S services or for CONTRACTOR'S supply of labor, equipment, tools, facilities or supervision shall be provided or paid to CONTRACTOR by COUNTY or by any Customer except as expressly provided by this Agreement.

3.9. **Holiday Service**. CONTRACTOR shall not be required to provide Collection Services or maintain office hours on the following designated holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In any week in which one of these holidays falls on a Work Day, SFD Collection Services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday. MFD and Commercial Collection Services shall be adjusted as agreed between CONTRACTOR and the Customer but must meet the minimum frequency requirement of one (1) time per week.

3.10. **Used Oil and Used Oil Filter Containers**. CONTRACTOR will provide to SFD Customers at no additional charge to SFD Customer, Used Oil and Used Oil Filter Containers in design, function and material specifications approved by the COUNTY. CONTRACTOR will not receive additional compensation for this service.

3.11. **Contamination (Recyclables and Organic Waste)**.

3.11.1. Where CONTRACTOR documents that a particular Customer has Contamination, CONTRACTOR shall collect the offending Container, where it can be done safely,

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and provide a written notice (can be digital) to the Customer with the following information (a "Violation Notice"):

3.11.1.1. Date of the offense;

3.11.1.2. Description of the offense;

3.11.1.3. If available, a photograph or video (or link to photograph or video);

3.11.1.4. A description of the materials that are appropriate for collection in said Container and a link to view online with educational materials; and

3.11.1.5. A website to obtain additional information and/or receive responses to questions the Customer may have.

3.11.2. First Three Occurrences During A Twelve Month Period, Per Material Type (i.e, Recyclables or Organic Waste). CONTRACTOR shall service Containers with Contamination except where there is visible Unacceptable Waste. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided.

3.11.3. Fourth and Subsequent Occurrences During A Twelve Month Period, Per Material Type. CONTRACTOR may opt to not collect Recyclables or Organic Waste Containers with Contamination; in such event, CONTRACTOR may collect the Container as Solid Waste, and an additional fee will apply. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided. Additionally, CONTRACTOR may, at its discretion, increase the Customer's Solid Waste service level (i.e., more frequent collection and/or larger or additional Solid Waste Container(s)), and bill the Customer for such increased service level. CONTRACTOR may increase the Customer's Solid Waste service level more than once if instances of Contamination persist after previous service level increases. Customers that have received increased Solid Waste service level pursuant to this Section may contact CONTRACTOR to request that their Solid Waste service level be reduced. CONTRACTOR shall not unreasonably withhold such request. CONTRACTOR may deny such request if the Customer has had an incident of Contamination within the last six months.

3.12. **Overage**.

3.12.1. For purposes of this Agreement, "Overage" exists when a Solid Waste, Recyclables or Organic Waste Container lid is lifted by at least six inches or would be lifted by at least six inches if lowered. Overage does not include material laying on the ground, and CONTRACTOR is not required to collect such material.

3.12.2. First Three Occurrences During A Twelve Month Period, Per Material Type (i.e., Solid Waste, Recyclables or Organic Waste). CONTRACTOR shall service Containers with Overage except where there is visible Unacceptable Waste. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided.

3.12.3. Fourth and Subsequent Occurrences During A Twelve Month Period, Per Material Type. CONTRACTOR shall service Containers with Overage except where there is visible Unacceptable Waste. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided. Additionally, CONTRACTOR may, at its discretion, increase the Customer's Solid Waste, Recyclables or Organic Waste, as applicable, service level (i.e., more frequent collection and/or larger or

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additional Container(s)), and bill the Customer for such increased service level. CONTRACTOR may increase the Customer's Container service level more than once if instances of Overage persist after previous service level increases. Customers that have received an increased service level pursuant to this Section may contact CONTRACTOR to request that their Container service level be reduced. CONTRACTOR shall not unreasonably withhold such request. CONTRACTOR may deny such request if the Customer has had an incident of Overage within the last six months.

3.13. **Inspections**. COUNTY shall have the right to inspect CONTRACTOR'S facilities or Collection vehicles used in the provision of Collection Services under this Agreement and their contents at any time while operating inside or outside the Service Area.

3.14. **Commingling of Materials**.

3.14.1. **Solid Waste, Organic Waste, and Recyclables**. CONTRACTOR shall not commingle Solid Waste Collected pursuant to this Agreement, with any Organic Waste, or Recyclables separated for Collection pursuant to this Agreement prior to delivery to the appropriate facility without the express prior written authorization of the Contract Administrator.

3.14.2. **Solid Waste Collected in Service Area**. CONTRACTOR shall not commingle any Solid Waste Collected pursuant to this Agreement with any other material Collected by CONTRACTOR outside the Service Area prior to delivery to the Disposal Facility as appropriate, unless CONTRACTOR has provided written documentation, in a form that is satisfactory to the Contract Administrator, explaining how the mixed material will be allocated to the jurisdiction(s) of origin and CONTRACTOR has received express, written consent from the Contract Administrator.

3.14.3. **Organic Waste**. CONTRACTOR shall not commingle Organic Waste Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the Service Area prior to delivery to the Organic Waste Processing Facility without the express prior written authorization of the Contract Administrator.

3.14.4. **Recyclables**. CONTRACTOR shall not commingle Recyclables Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the Service Area prior to delivery to the Recyclables Processing Facility without the express prior written authorization of the Contract Administrator.

3.14.5. **Material Separation**. Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris shall not be mixed together in CONTRACTOR'S Collection equipment unless such material has been deemed contaminated in which case it shall be Collected as Solid Waste. Each category of material Collected shall be kept separated according to type or classification except for such material as has been deemed contaminated which shall be classified as Solid Waste.

3.15. **Spillage and Litter**. CONTRACTOR shall not litter premises in the process of providing Collection Services or while its vehicles are on the road. CONTRACTOR shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from CONTRACTOR'S vehicle. CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to

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prevent spilling or dropping of Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

3.15.1. CONTRACTOR will maintain a log of fluid spills that indicates the material spilled, quantity and remedial actions taken. CONTRACTOR will immediately report any spills entering or endangering any waterway or storm drain or any spill of forty- two (42) gallons or more to the State Office of Emergency Service (OES) as required by law.

3.15.2. CONTRACTOR shall not be responsible for cleaning up un-sanitary conditions caused by the carelessness of the Customer; however, CONTRACTOR shall clean up any material or residue that is spilled or scattered by CONTRACTOR or its employees.

3.15.3. CONTRACTOR shall clean up any spillage or litter caused by CONTRACTOR within four (4) hours of spilling or dropping any material or residue, or within four (4) hours upon notice from Customer or the Contract Administrator.

3.15.4. Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from CONTRACTOR'S operations or equipment repair shall be covered immediately with an absorbent material and removed from the street surface. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. To facilitate such cleanup, CONTRACTOR'S vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

3.15.5. In the event where damage to public streets within the Service Area is the result of a hydraulic oil spill caused by CONTRACTOR, CONTRACTOR shall be responsible for all repairs to return the street to the same condition it was in prior to the spill. CONTRACTOR shall also be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the Contract Administrator and at no cost to COUNTY.

3.16. **Ownership of Materials**. Title to Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris shall pass to CONTRACTOR at such time as said materials are placed in CONTRACTOR'S Collection Container and the Container is set out for Collection. Title to material Collected as part of the COUNTY Clean-up Service as set forth in Section 9.4 shall pass to CONTRACTOR at the time the material is placed in the Roll-Off Container or other Collection vehicle or Container approved for use. Nothing in this Agreement shall require CONTRACTOR to take title to Unacceptable Waste.

3.16.1. **Hazardous Waste**. Under no circumstances shall CONTRACTOR'S employees knowingly Collect Hazardous Waste, or remove unsafe or poorly containerized Hazardous Waste, from a Collection Container. If CONTRACTOR determines that material placed in any Container for Collection is Hazardous Waste, or other material that may not legally be accepted at the Disposal Facility or one of the processing facilities, or presents a hazard to CONTRACTOR'S employees, CONTRACTOR shall refuse to accept such material. The Generator shall be contacted by CONTRACTOR and requested to arrange for proper Disposal. If Hazardous Waste is found in a Collection Container that poses an imminent danger to people or property,

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CONTRACTOR shall immediately notify the Monterey

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County Health Department Hazardous Materials Management Services.

3.16.2. If Hazardous Waste is identified at the time of delivery to the Disposal Facility or one of the processing facilities, and such Hazardous Materials has not been commingled with other material, CONTRACTOR shall be solely responsible for handling and arranging lawful transport and disposition of the Hazardous Waste if the Generator cannot be identified.

3.17. **Regulations and Record Keeping**. CONTRACTOR shall comply with emergency notification procedures required by applicable laws and regulatory requirements. All records required by regulations shall be maintained at CONTRACTOR'S facility.

3.18. **Property Damage**. CONTRACTOR shall be responsible for the repair or replacement, if repair is not adequate, of any damages to public or private property during the provision of Collection Services and caused by the CONTRACTOR.

3.19. **Unsafe Collection Conditions**. In the event CONTRACTOR believes that it is unsafe to provide Collection Services to a Customer, CONTRACTOR shall notify the Contract Administrator of the name and address of the Customer and the conditions which make the provision of Collection Services unsafe. Pursuant to County Code, the Director of Health shall perform such review as is deemed necessary and except in those instances where the conditions can be mitigated to the satisfaction of CONTRACTOR, shall take the appropriate steps to have the Customer exempted from mandatory Collection Service. CONTRACTOR shall not be obligated to provide Collection Services to the Customer until the unsafe condition(s) is/are resolved.

4. **SB 1383 - Inspection and Enforcement**.

4.1. Annual Compliance Reviews.

4.1.1. General. CONTRACTOR shall perform compliance reviews described in this Section commencing January 1, 2025, and at least annually thereafter, unless otherwise noted.

4.1.2. Commercial Generator Compliance Reviews. CONTRACTOR shall complete a compliance review of all Multi-Family Dwelling and Commercial Customers that generate two (2) cubic yards or more per week of Solid Waste, including Green Waste, to determine their compliance with (1) Generator requirements under the COUNTY's Collection programs; and (2) if applicable for the Generator, Self- Hauling requirements pursuant to 14 CCR Section 18988.3 and each COUNTY's Code, including whether a Multi-Family Dwelling or Commercial business is complying through Back-Hauling, Organic Waste Container and/or Recyclables Container Waste. The compliance review shall mean a "desk" review of records to determine Customers' compliance with the above requirements and does not necessarily require an on-site observation of services. However, the COUNTY may request that the CONTRACTOR perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information.

4.1.3. Annual Hauler Route Review. Beginning April 1, 2025, and annually thereafter, the CONTRACTOR shall conduct annual hauler route reviews of Commercial, Multi-Family Dwelling and Residential Generators for compliance with the COUNTY's Solid Waste, Recyclables, and Organic Waste Collection programs and Container Contamination monitoring. These hauler route reviews may be performed concurrently with the contamination monitoring hauler route reviews,

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provided that the CONTRACTOR documents a reasonable sampling of Generators for which compliance with the COUNTY's Collection program during the hauler route review was assessed.

4.2. **Generator Waiver Assessments.** CONTRACTOR shall verify Multi-Family Dwelling and Commercial Generator de minimis and physical space constraint waivers, if applicable, at least once every five (5) years from the date of issuance of the waiver via "desk" review or on-site audit, as applicable.

4.3. Compliance and Route Review Process.

4.3.1. Number of Reviews. CONTRACTOR shall conduct a sufficient number of route reviews to adequately determine Customers' compliance with 14 CCR Section 18984.5(b). The number of route reviews and timeframe of such reviews shall be decided by CONTRACTOR, provided that the route reviews comply with 14 CCR Section 18984.5(b). The COUNTY has approved CONTRACTOR's use of its Smart Truck℠ system, including contamination monitoring via digital/video monitoring to conduct such route reviews. COUNTY may require CONTRACTOR to prioritize compliance reviews of entities that the COUNTY determines are more likely to be out of compliance.

4.3.2. Non-Compliant Entities. When compliance reviews are performed by the CONTRACTOR pursuant to Section 4.1, CONTRACTOR shall provide educational materials in response to violations. CONTRACTOR shall provide these educational materials to the non-compliant Customers and Generators within twenty (20) days of determination of non-compliance or immediately upon determination of non-compliance, if such noncompliance is determined during an inspection or Hauler Route review. CONTRACTOR shall document the non-compliant Customers and Generators and the date and type of education materials provided and shall report such information to the COUNTY. Beginning January 1, 2026 the CONTRACTOR shall, in addition to providing the education materials described in this subsection, document non-compliant Customers and Generators determined through the CONTRACTOR's compliance reviews pursuant to 4.1 and shall report all Customers and Generators with violations of SB 1383 regulations to the COUNTY. COUNTY shall be responsible for subsequent enforcement action against the Generators.

4.3.3. Documentation of Inspection. CONTRACTOR shall generate a written and/or electronic record and maintain documentation of each inspection, hauler route reviews and compliance review, as applicable.

4.4. **Food Recovery Program**.

4.4.1. **General.** CONTRACTOR shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion or operation of Food Recovery efforts in the COUNTY.

4.4.2. **Tier One and Tier Two Commercial Edible Food Generators.** CONTRACTOR shall assist the COUNTY with identifying Tier One and Tier Two Commercial Edible Food Generators for the purpose of the Food Recovery program. CONTRACTOR shall provide the COUNTY with a list of Commercial Customers that qualify or appear to qualify as Tier One or Tier Two Commercial Edible Food Generators, as defined by this Agreement.

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4.4.3. **Website Content.** No later than July 1, 2025, CONTRACTOR shall include Food Recovery program information on the CONTRACTOR's website.

4.5. **Generator Waiver Program Coordination**.

4.5.1. **General.** COUNTY may grant waivers described in this Section to Generators that impact the scope of CONTRACTOR's provisions of service for those Generators. Waivers issued shall be subject to compliance with 14 CCR Section 18984.11 or other requirements specified by COUNTY.

4.5.2. **CONTRACTOR Waiver Request on Behalf of Customer.** Upon reasonable belief that a Customer may qualify for a waiver allowed pursuant to COUNTY's Code, CONTRACTOR may submit a request for COUNTY to grant a waiver to the Customer in accordance with COUNTY's pre-approved application process. CONTRACTOR shall obtain each Customer's consent to the waiver application. COUNTY will review and approve or deny the waiver request. Upon COUNTY's request, CONTRACTOR may be required to upload each waiver application to a COUNTY designated web based software system.

4.5.3. **CONTRACTOR Review of Customer Waiver Request**. Generators may submit requests for de minimis waivers, physical space waivers, and Organic Waste Container Recycling waivers to the COUNTY. Upon COUNTY request, CONTRACTOR shall within fifteen (15) days review the waiver application of a Generator if the Generator is a Customer of the CONTRACTOR and, in such a case, shall assess the Customer(s)' Premises to verify the accuracy of the application.

4.5.4. **CONTRACTOR Change in Customer Service Levels**. If COUNTY grants a waiver to one of CONTRACTOR's Customers, COUNTY shall notify CONTRACTOR within seven (7) days of the waiver approval with information on the Customer and any changes to service level or service requirements. CONTRACTOR shall have seven (7) days to modify the Customer's service level and billing statements, as needed.

4.5.5. **Annual Verification and Record Keeping.** COUNTY shall verify that Customers that have been granted waivers are in compliance with such waivers. CONTRACTOR and COUNTY will be responsible for maintaining records of all Customers granted waivers pursuant to this Section. If COUNTY desires that CONTRACTOR be responsible for verifying Customer compliance with such waivers, the parties will and confer to negotiate an amendment to this Agreement regarding such compliance verification responsibilities.

4.6. MRWMD Disposal Facility. All Solid Waste and Bulky Items that cannot be Diverted, Collected as the result of performing Collection Services within the boundaries of the MRWMD, shall be transported to the MRWMD Disposal Facility.

4.7. SVSWA Disposal Facility. All Solid Waste and Bulky Items that cannot be Diverted, Collected as the result of performing Collection Services within the boundaries of the SVSWA, shall be transported to the SVSWA Disposal Facility.

4.8. Recyclables Processing Facility. All Recyclables and Bulky Items that can be Recycled, Collected as a result of performing Collection Services, shall be delivered to the Recyclables Processing Facility.

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4.9. MRWMD Organic Waste Processing Facility. All Organic Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of the MRWMD, shall be transported to the MRWMD Organic Waste Processing Facility.

4.10. SVSWA Organic Waste Processing Facility. All Organic Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of SVSWA, shall be transported to the SVSWA Organic Waste Processing Facility.

4.11. MRWMD Construction and Demolition Debris Processing Facility. All Construction and Demolition Debris Collected as the result of performing Collection Services within the boundaries of the MRWMD shall be transported to the MRWMD Construction and Demolition Debris Processing Facility.

4.12. SVSWA Construction and Demolition Debris Processing Facility. All Construction and Demolition Debris, Collected as the result of performing Collection Services within the boundaries of SVSWA, shall be transported to the SVSWA Construction and Demolition Debris Processing Facility.

4.13. Bulky Items Processing and Disposal. CONTRACTOR shall process and dispose of Bulky Items Collected from Customers pursuant to the terms of this Agreement in accordance with the following hierarchy: (a) Recycle; or (b) Disposal.

4.13.1. CONTRACTOR shall not landfill such Bulky Items unless the Bulky Items cannot be reused or recycled.

4.13.2. Bulky Items Containing Freon. In the event CONTRACTOR Collects Bulky Items that contain Freon, CONTRACTOR shall handle such Bulky Items in a manner such that the Bulky Items are not subject to regulation as Hazardous Waste under applicable state and federal laws or regulations.

4.14. Disposal of Recyclables or Organic Waste. CONTRACTOR shall not deliver source separated Recyclables or Organic Waste to a Disposal Facility, except residue or contaminated containers/loads, without the express written permission of the Contract Administrator.

4.15. Used Oil Processing. CONTRACTOR shall recycle all Used Oil and Used Oil Filters Collected pursuant to this Agreement to the extent feasible and shall properly dispose of all Used Oil and Used Oil Filters that are contaminated or otherwise cannot be recycled.

4.15.1. CONTRACTOR shall recycle Used Oil only with persons who are authorized by the State of California to recycle Used Oil. In the event the Used Oil and Used Oil Filters Collected pursuant to this Agreement are contaminated to the extent that the Used Oil and Used Oil Filters require disposal as a Hazardous Waste, CONTRACTOR shall dispose of such Used Oil and Used Oil Filters at CONTRACTOR'S own cost and expense in accordance with applicable state and federal law.

4.16. Alternate Facilities. CONTRACTOR may deliver materials collected under this Agreement to facilities other than those specified above based on Force Majeure events, provided such provisional use of alternative facilities is approved by the Contract Administrator in writing. COUNTY will not delay or unreasonably withhold such approval.

5. **SFD Collection Services**.

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5.1. Default Capacity. CONTRACTOR shall provide each SFD Customer with one (1) 35 gallon Solid Waste Cart, one (1) 64 gallon (or if requested by Customer, 96 gallon) Recyclables Cart, and one (1) 64 gallon (or if requested by Customer, 96 gallon) Organic Waste Cart.

5.2. Conditions of Service. CONTRACTOR shall provide SFD Collection Service to all SFD Customers in the Service Area whose Solid Waste, Recyclables and Organic Waste are properly containerized, placed at the curb or in the location otherwise agreed to by CONTRACTOR and Customer, and is safely and efficiently accessible to CONTRACTOR'S Collection crew and vehicle.

5.3. Roll-Out Collection Service.

5.3.1. Non-Subscription Roll-Out Collection Service. Notwithstanding any term or definition set forth in this Agreement, CONTRACTOR shall provide non- subscription Roll-Out Collection Service to a SFD Customer if a Customer residing therein has provided documentation, in a manner satisfactory to CONTRACTOR that all individuals over the age of twelve (12) residing in the Customers residence:
1) have handicapped status recognized by the California Department of Motor Vehicles; and 2) are functionally unable to place their Solid Waste, Recyclables, and Organic Waste Carts at the curb for Collection. In addition, COUNTY may direct CONTRACTOR to provide non-subscription Roll-out Collection Service to Customers who meet the criteria set by COUNTY. No additional monies shall be due to CONTRACTOR for the provision of non-subscription Roll-Out Collection Service.

5.3.2. Subscription Roll-Out Collection Service. CONTRACTOR shall provide Roll-Out Collection Service to a SFD Customer if requested by the Customer for their convenience. CONTRACTOR shall be compensated for such services at the rates set forth in Exhibit 1 for subscription Roll-Out Collection Service.

5.3.3. Collection Day. CONTRACTOR shall provide subscription and non-subscription Roll-Out Collection Service on the same Work Day that curbside Collection would otherwise be provided to the SFD Customer.

5.4. Frequency and Scheduling of Service. Except as set forth in Section 5.7, SFD Collection Services shall be provided one (1) time per week on a scheduled route basis. SFD Collection Services shall be scheduled so that a SFD Customer receives Solid Waste Collection Service, Recyclables Collection Service, Organic Waste Collection Service, and Used Oil Collection Service on the same Work Day.

5.5. Non-Collection. Except as set forth in Section 5.7, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Organic Waste that is not placed in a Cart. CONTRACTOR shall also not be required to Collect Carts whose weight is more than 200 pounds. In the event of non-collection due to a Container being overweight, CONTRACTOR shall affix to the Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a record of such notification during the term of this Agreement.

5.6. Additional Capacity. In the event a Customer requests Solid Waste, Recyclables or Organic Waste capacity in excess of that provided by the default Cart capacity, CONTRACTOR shall be compensated for the provision of those additional Carts in accordance with the Rate Schedule set forth in Exhibit 1.

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5.7. On-Call Collection Service. This service shall be provided one (1) time per full or partial Calendar Year at no additional charge to the Customer. CONTRACTOR shall be compensated for providing On-Call Collection Service more than one (1) time in any full or partial Calendar Year in accordance with the additional on-call service rate as set forth in Exhibit 1. This service will be governed by the following terms and conditions:

5.7.1. General Conditions of Service. CONTRACTOR shall provide On-Call Collection Service to all SFD Customers in the Service Area whose material has been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

5.7.2. Bulky Items. Bulky Items shall be placed loose at the set-out location and shall be limited to up to five (5) Bulky Items.

5.7.3. Other Items. Universal Waste (except fluorescent tubes), E-Waste and CED's shall be placed in bags, boxes or containers (each will be considered a Bulky Item).

5.7.4. Excess On-Call Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the "excess on-call collection capacity" service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

5.7.5. Scheduling On-Call Collection Service. CONTRACTOR, when requested by Customer, shall provide each SFD Customer with On-Call Collection Service on the Customer's next regular Collection day or as agreed to between CONTRACTOR and Customer.

5.7.6. Non-Collection. In the event of non-collection, CONTRACTOR shall affix to the item a Non-Collection Notice explaining why Collection was not made and how the item may be properly Disposed of. CONTRACTOR shall not be required to Collect the following items as part of On-Call Collection service:

5.7.6.1. Any single item that cannot be handled by two (2) people using a dolly (except for the purposes of this Section a box springs and mattress will not be considered as a single item);

5.7.6.2. Hazardous Waste, including anti-freeze;

5.7.6.3. Unacceptable Waste; or

5.7.6.4. Concrete, dirt, or tires.

5.7.7. During the first two weeks of January, CONTRACTOR will collect Christmas trees placed curbside as scheduled with the Customer.

5.8. Used Oil Collection Service. This service will be governed by the following terms and conditions:

5.8.1. Conditions of Service. CONTRACTOR shall provide Used Oil and Used Oil Filter Collection Service to all SFD Customers in the Service Area utilizing Used Oil Containers for the accumulation and set-out of their Used Oil, and Used Oil Filter Containers for the accumulation and set out of their Used Oil Filters where the Used Oil Containers and Used Oil Filter Containers have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible

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roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

5.8.2. Non-Collection. CONTRACTOR shall not be required to Collect material placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil or Used Oil Filters, as appropriate, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the oil or filter. In the event of non-collection, CONTRACTOR shall affix to the Used Oil or Used Oil Filter Container a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall also leave Used Oil or Used Oil Filter Containers in a number sufficient to contain the Used Oil or Used Oil Filters set out, but not exceeding sixteen (16) quarts, or two (2) Used Oil Filters.

5.8.3. Spillage. CONTRACTOR shall carry oil absorbent material on all vehicles used to Collect Used Oil and shall cleanup any Used Oil that spills during Collection, which has leaked from the Used Oil or Used Oil Filter Container after setout but prior to Collection, or which spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection vehicle.

5.8.4. Used Oil and Used Oil Filter Containers. Upon receipt of a verbal request of County or a Customer, CONTRACTOR shall provide the SFD Customer at their residence with Used Oil Containers and Used Oil Filter Containers in the number requested by COUNTY or the Customer but not exceeding a number sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters. CONTRACTOR shall deliver said Containers no later than the Customer's next regularly scheduled Collection day.

5.8.4.1. At the time CONTRACTOR Collects Used Oil from a SFD Customer, CONTRACTOR shall leave at the premises one (1) Used Oil Container for each Used Oil Container Collected and one (1) Used Oil Filter Container for each Used Oil Filter Container Collected. CONTRACTOR shall keep the outside of all Used Oil and Used Oil Filter Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re- use.

5.9. Intermittent Occupancy. Within one (1) week of a SFD Customer's request, CONTRACTOR will stop or start Collection at that Customer's residence which serves as the Customer's vacation or second home. The invoice for such intermittent service shall be pro-rated for the actual number of weeks CONTRACTOR provides Collection Service.

5.10. Battery Collection. CONTRACTOR shall, without charge or additional fees, collect used household batteries in a sealed plastic bag set out curbside by SFD Customers and placed on top of the Recyclables Container. CONTRACTOR shall provide SFD Customers instructions on how to properly dispose of batteries. CONTRACTOR shall use reasonable business efforts to properly recycle the Collected batteries.

6. **MFD Collection Services**.

6.1. Default Capacity. CONTRACTOR shall provide each MFD Customer with an amount and size of Solid Waste, Recyclables and Organic Waste Containers such that all Solid Waste, Recyclables and Organic Waste generated at such premises is adequately

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separated and contained. The minimum total weekly capacity of Solid Waste Collection Services is equal to the number of Dwelling Units in the MFD multiplied by 35 gallons. The minimum total weekly capacity of Recyclables Collection Services is equal to the number of Dwelling Units in the MFD multiplied by 35 gallons. Customers shall have a capacity of Organic Waste Collection Services in order to comply with the requirements of Applicable Law. If a MFD Customer disagrees with CONTRACTOR's recommendation regarding the amount and size of Containers needed, or frequency of service, CONTRACTOR will refer the matter to the County and the County will make the final decision.

6.2. Conditions of Service. CONTRACTOR shall provide MFD Collection Service to all MFD Customers in the Service Area whose Solid Waste, Recyclables and Organic Waste are properly containerized, placed in the location agreed to by CONTRACTOR and Customer, and is safely and efficiently accessible to CONTRACTOR'S Collection crew and vehicle.

6.3. Size and Frequency of Service. Each service shall be provided on a schedule agreed by CONTRACTOR and the MFD Customer, but at least weekly. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.9 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received one (1) time per week. The size of the Container (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size shall be sufficient to provide that no Solid Waste, Recyclables, or Organic Waste need be placed outside the Container on a regular basis.

6.4. Non-Collection. Except as set forth in Section 6.6, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Organic Waste from a MFD Customer that is not placed in a Container as appropriate or in a manner that is in excess of the Container capacity. In the event of non-collection, CONTRACTOR shall notify the Customer to discuss the reason for the non-collection. CONTRACTOR shall maintain a record of such notification during the term of this Agreement.

6.5. Additional Capacity. In the event a Customer requests Solid Waste, Recyclables or Organic Waste capacity in excess of that currently provided, CONTRACTOR shall be compensated for the provision of those additional Containers in accordance with the Rate Schedule set forth in Exhibit 1.

6.6. On-Call Collection Service. This service is available on one day for each full or partial Calendar Year, at no charge, to each MFD Customer property (not for each Dwelling Unit). CONTRACTOR shall be compensated for providing On-Call Collection Service more than one (1) time in any full or partial Calendar Year in accordance with the "additional on-call service rate" as set forth in Exhibit 1. This service will be governed by the following terms and conditions:

6.6.1. General Conditions of Service. CONTRACTOR shall provide On-Call Collection Service to all MFD Customers in the Service Area whose material has been placed within at a location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

6.6.2. Bulky Items. Bulky Items shall be placed loose at the set-out location and shall be limited to the Collection of two (2) Bulky Items per Dwelling Unit in the MFD.

6.6.3. Other Items. Universal Waste (except fluorescent tubes), E-Waste and CED's

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shall be placed in bags, boxes or containers (each will be considered a Bulky Item).

6.6.4. Excess On-Call Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the "excess on-call collection capacity" service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

6.6.5. Scheduling On-Call Collection Service. CONTRACTOR, when requested by the authorized representative of the MFD Customer, shall provide the MFD with On- Call Collection Service on the Customer's next regular Collection day or as agreed to between CONTRACTOR and Customer.

6.6.6. Non-Collection. In the event of non-collection, CONTRACTOR shall notify the Customer explaining why Collection was not made and how the item may be properly disposed of. CONTRACTOR shall not be required to Collect the following items as part of On-Call Collection Service:

6.6.6.1. Any single item that cannot be handled by two (2) people using a dolly (except for the purposes of this Section a box springs and mattress will not be considered as a single item);

6.6.6.2. Hazardous Waste, including anti-freeze;

6.6.6.3. Unacceptable Waste;

6.6.6.4. Concrete;

6.6.6.5. Dirt; or

6.6.6.6. Tires.

6.6.7. In the month of January, On-Call Collection Services shall be suspended in order for CONTRACTOR to collect Christmas trees.

6.7. Customer Education: At least once annually, CONTRACTOR will send education materials to each MFD Customer. CONTRACTOR shall visit each MFD Customer upon request of the County or Customer, and where CONTRACTOR identifies a need based on the MFD Customer's compliance with Applicable Law.

7. **Commercial Collection Services**.

7.1. Default Capacity. CONTRACTOR shall provide each Commercial Customer with an amount and size of Solid Waste, Recyclables and Organic Waste Containers such that all Solid Waste, Recyclables and Organic Waste generated at such premises is adequately separated and contained. If a Commercial Customer disagrees with CONTRACTOR's recommendation regarding the amount and size of Containers needed, or frequency of service, CONTRACTOR will refer the matter the County and the County will make the final decision.

7.2. Conditions of Service. CONTRACTOR shall provide Commercial Collection Service to all Commercial Customers in the Service Area whose Solid Waste, Recyclables and Organic Waste are properly containerized, placed in the location agreed to by CONTRACTOR and Customer, and is safely and efficiently accessible to CONTRACTOR'S Collection crew and vehicle.

7.3. Size and Frequency of Service. Each service shall be provided on a schedule agreed by CONTRACTOR and the Commercial Customer, but at least weekly. However, in those

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instances where the scheduled Collection day falls on a holiday as set forth in Section 3.9 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received one (1) time per week. The size of the Container (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size shall be sufficient to provide that no Solid Waste, Recyclables, or Organic Waste need be placed outside the Container on a regular basis.

7.4. Non-Collection. CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Organic Waste from a Commercial Customer that is not placed in a Container as appropriate or in a manner that is in excess of the Container capacity. In the event of non-collection, CONTRACTOR shall notify the Customer to discuss the reason for the non-collection. CONTRACTOR shall maintain a record of such notification during the term of this Agreement.

7.5. Additional Capacity. In the event a Customer requests Solid Waste, Recyclables or Organic Waste capacity in excess of that currently provided, CONTRACTOR shall be compensated for the provision of those additional Containers in accordance with the Rate Schedule set forth in Exhibit 1.

7.6. Customer Education: At least once annually, CONTRACTOR will send education materials to each Commercial Customer. CONTRACTOR shall visit each Commercial Customer upon request of the County or Customer, and where CONTRACTOR identifies a need based on the Commercial Customer's compliance with Applicable Law.

8. Roll-Off Collection Services and Temporary Collection Services.

8.1. Collection Services. Roll-Off Collection Services and Temporary Collection Services to be performed by CONTRACTOR shall include the following:

8.1.1. Upon a Customer's request, CONTRACTOR shall deliver or pick-up Bin(s) and Roll-Off Container(s) in the capacity and number agreed upon between CONTRACTOR and Customer within two (2) Work Days of any Person's request. CONTRACTOR will Collect all Solid Waste, Recyclables, Organic Waste and Construction and Demolition Debris discarded in said Bin(s) or Roll-off Container(s) at the frequency requested by Customer. CONTRACTOR shall be compensated for such services at the rates set forth in Exhibit 1.

8.1.2. Customers may keep Bins and Roll-Off Containers for five (5) Work Days, not counting the delivery and removal days. After five (5) Work Days, not counting the delivery and removal days, CONTRACTOR may charge the Customer a demurrage surcharge as set forth in Exhibit 1.

8.1.3. Provision, maintenance, and replacement of all Containers and receptacles required for the provision of all Temporary Collection Services; and

8.1.4. Transfer of Construction and Demolition Debris to the appropriate Construction and Demolition Debris Processing Facility designated under this Agreement for separation and processing.

8.1.5. Customers may not mechanically compact materials in CONTRACTOR-provided Roll-Off Containers or Bins, except by use of CONTRACTOR-provided compaction equipment.

8.2. Processing of Construction and Demolition Debris.

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8.2.1. All Construction and Demolition Debris Collected shall be visually inspected by CONTRACTOR to estimate if the load contains sixty-five (65) percent or more of divertible Construction and Demolition Debris. If so, the Construction and Demolition Debris shall be delivered to a Construction and Demolition Debris Processing Facility for the purpose of maximizing the rate of Diversion from the landfill.

8.3. Rates. The rates for Temporary Collection Services shall be as specified in the rate schedule set forth in Exhibit 1.

8.4. Records. CONTRACTOR will conduct proper record keeping ensure that the Construction and Demolition Debris materials are Diverted to the extent possible and the amount disposed and amount Diverted are properly recorded and reported.

9. **Other Services**.

9.1. Christmas Tree Collection. Except as set forth in Section 9.1.1, CONTRACTOR shall Collect Christmas trees from SFD Customers and MFD Customers within the Service Area during the first two weeks of each Calendar Year during the term of this Agreement at no additional charge to the Customer or to COUNTY. Christmas trees must be stripped of ornaments, garlands, tinsel, flocking and stands and shall be Collected at the curb or designated set out site. Regarding services to MFD Customers, the property manager will contact CONTRACTOR to schedule a Roll-Off Container, which will be delivered by CONTRACTOR and placed at a location agreed between CONTRACTOR and the property manager.

9.1.1. Contaminated Christmas Trees. Christmas trees that are not prepared as required above are not required to be Collected. In the event of non-collection CONTRACTOR shall notify the Customer explaining why Collection was not made and how the tree may be properly disposed of.

9.1.2. Diversion. CONTRACTOR shall Divert all Christmas trees that it Collects except for those that are contaminated.

9.2. Annual Roll-Off Collection Service Event for Employee Housing Sites. This event shall be provided one (1) time per full or partial Calendar Year at no additional charge to the Customer; this service is in addition to the Customer's normal Solid Waste, Recyclables and Organic Waste Collection Services. CONTRACTOR shall be compensated for providing additional Roll-Off Collection Service events more than one (1) time in any full or partial Calendar Year in accordance with the rates set forth in Exhibit 1. Annually, COUNTY will provide to CONTRACTOR a list of eligible Employee Housing Sites. This service will be governed by the following terms and conditions:

9.2.1. General Conditions of Service. CONTRACTOR shall provide Roll-Off Collection Service at a service level determined by CONTRACTOR, to Employee Housing sites identified annually by COUNTY in the Service Area, whose material has been placed in a CONTRACTOR provided Roll-Off Container in a location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

9.2.2. Excess Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

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9.2.3. Non-Collection. In the event of non-collection CONTRACTOR shall notify the Customer explaining why Collection was not made and how the material may be properly disposed of. CONTRACTOR shall not be required to Collect the following items as part of providing On-Call Collection Service to Employee Housing Customers:

9.2.3.1. Any single item that cannot be handled by two (2) people using a dolly

9.2.3.2. Universal Waste

9.2.3.3. Hazardous Waste, including anti-freeze;

9.2.3.4. Unacceptable Waste;

9.2.3.5. concrete;

9.2.3.6. dirt; or

9.2.3.7. tires.

9.2.4. Notice to Customers and Workers. If Roll-Off Collection Service is requested at least thirty (30) days prior to the Collection Day, CONTRACTOR and County will provide Employee Housing Customers with the following written information in English and Spanish:

9.2.4.1. (1) The specific date and approximate time, (2) educational materials encouraging Customers' workers to utilize the service (3) CONTRACTOR contact.

9.2.4.2. Such written material shall be provided to Customer in reasonable quantities as requested by Customer. CONTRACTOR shall not be responsible for the placement of the written materials at the Employee Housing site.

9.3. Participation in Central Coast Recycling Media Coalition (CCRMC). CONTRACTOR will regularly participate in activities of the CCRMC, including the following: attending meetings, helping develop media campaigns, contributing to subcommittee activities, and making an annual financial contribution of at least $8,400, adjusted by the CPI (as defined in Exhibit 2) at the same time as the service rates under Section 11.12.

9.4. COUNTY Clean-Up Services.

9.4.1. Each full or partial Calendar Year during the term of this Agreement CONTRACTOR shall, at no charge to COUNTY, provide for a maximum 1,000 cubic yards of COUNTY Clean-up Service capacity.

9.4.2. CONTRACTOR shall, in response to the written request of the Contract Administrator, deliver and collect Roll-Off Containers for use in COUNTY clean-up programs. The Contract Administrator shall notify CONTRACTOR in writing not less than five (5) Work Days prior to the date of the service. The notice to CONTRACTOR shall specify the date of delivery and Collection of the Roll-Off Containers, the location(s) for delivery, and the number of and size of the Roll-Off Containers to be delivered. CONTRACTOR shall transport and deliver the Collected materials to such facilities as are appropriate for the disposition of the Collected materials.

9.4.3. With the prior written consent of the Contract Administrator, CONTRACTOR may provide for the Collection of materials at a COUNTY Clean-up Service event in a

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vehicle or Container other than a Roll-Off Container. However, in the event CONTRACTOR elects to utilize this alternative Collection process, CONTRACTOR is responsible for obtaining documentation of the weight of the materials Collected, Diverted and Disposed (may be estimates) in a manner that is acceptable to COUNTY.

9.5. Large Venue Collection Service. CONTRACTOR shall provide for the Collection, transportation and processing or Disposal of Solid Waste and Recyclables at large venue type events each full or partial Calendar Year as requested by Customer. CONTRACTOR shall provide each large venue event Customer with such number of Solid Waste Bins or Roll-off Containers as requested and the appropriate volume of Recyclables Containers, and Organic Waste Containers, as applicable. For those events not included in Exhibit 11, CONTRACTOR shall be compensated for the provision of Containers at the service rates as set forth in Exhibit 1 to this Agreement. For those events included in Exhibit 11, CONTRACTOR shall not be compensated.

9.5.1. Prior to providing these services at an event, CONTRACTOR will, upon request, meet with the event promoter to determine the best way to maximize diversion at the event. At Customer's request, CONTRACTOR shall provide effective means to differentiate Solid Waste from Recyclables and Organic Waste Containers. The event promoter is responsible for ensuring proper source-separation of materials generated at the event and that materials are placed in the proper Container provided by the CONTRACTOR. In the event CONTRACTOR determines that material in the Recyclables or Organic Waste Containers is contaminated to the extent that it should not be disposed of as Recyclables or Organic Waste, the contaminated Recyclables or Organic Waste shall be treated as Solid Waste. CONTRACTOR shall use its best judgment to determine when the Bins are to be emptied, except that Bins shall be emptied prior to overflowing or when in the opinion of the Contract Administrator they are creating a public nuisance.

9.5.2. Additional Recyclables and Organic Waste Capacity. Upon request of a large venue Customer, CONTRACTOR shall provide additional Recyclables and Organic Waste capacity as requested. For those events not included in Exhibit 11, CONTRACTOR shall be compensated for the provision of those additional Bins or Roll-off Containers in accordance with the Rate Schedule set forth in Exhibit 1. For those events included in Exhibit 11, CONTRACTOR shall not be compensated for the provision of additional Recyclables and Organic Waste capacity.

9.5.3. Modifications to Exhibit 11. Exhibit 11 may be modified as set forth in Section 19.11.

9.6. Abandoned Waste.

9.6.1. Each week, Monterey County Public Works Staff will collect waste abandoned alongside unincorporated County roads and may deliver it to Madison Lane (1120 Madison Lane, Salinas) and/or Jolon Road Transfer Station (52654 Jolon Road, King City 93930) during normal operational hours at no cost to County. The tonnage and divertible material will be accounted for by the scale house upon entrance to the transfer station and reported to the COUNTY as part of the monthly report submitted on the 20th of each month.

9.6.2. The amount of total waste accepted from both above-referenced locations is limited to a disposal cost of $80,000.00 per year and shall be adjusted annually on

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January 1st by the CPI. COUNTY and CONTRACTOR staff will monitor the program to ensure disposal costs do not exceed the prescribed amount. Should the disposal costs reach the limit set, CONTRACTOR will bill Monterey County Public Works for the additional disposal costs.

9.7. Community Drop Off Events.

9.7.1. CONTRACTOR shall provide the COUNTY six (6), one-day "Community Drop- Off Events" per year, on days agreed upon by COUNTY and the CONTRACTOR. For each event, CONTRACTOR shall provide Roll-Off Containers for the collection of Solid Waste, Green Waste, and Bulky Items from SFD Customers. The CONTRACTOR will work with the COUNTY to coordinate the event day at least one month in advance, and will be responsible for advertising the event at least two weeks in advance. The event will be monitored by CONTRACTOR and each Container will be removed and dumped at the end of the event. All materials will be delivered to the designated disposal/processing facility.

9.8. Emergency Services. In the event of a "Declared Emergency," the Contract Administrator may grant CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, CONTRACTOR shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed.

9.8.1. Emergency Service Compensation. CONTRACTOR shall provide emergency services (i.e., special collections, transport, processing and disposal) at COUNTY'S request in the event of major accidents, disruptions, or natural calamities. CONTRACTOR shall be capable of providing emergency services within twenty- four (24) hours of notification by COUNTY or as soon thereafter as is reasonably practical in light of the circumstances. Emergency services which exceed the scope of work under this Agreement and which are not compensated as special services in accordance with Exhibit 1, or through reimbursement by the Federal Emergency Management Agency (FEMA) shall be compensated through extraordinary rate review procedures as set forth in this Agreement.

9.8.2. Emergency Service Backup Plan. Except for the occurrence of strikes, lockouts and other labor disturbances, which are governed by the provision of Section 29 of this Agreement, CONTRACTOR shall implement an emergency service backup plan agreed upon by CONTRACTOR and COUNTY, if for any reason CONTRACTOR fails, or is unable for a period of forty-eight (48) hours to Collect and/or at any time to transport Solid Waste or any portion thereof to an appropriate facility and the County Director of Health determines there is danger to the public health, safety, or welfare.

9.8.3. Reporting. CONTRACTOR will cooperate with COUNTY, the State of California and federal agencies in filing information related to a regional, state or federal declared state of emergency or disaster as to which CONTRACTOR has provided Collection Services under this Section.

9.9. Recycling Coordinator. CONTRACTOR shall provide one (1) full-time equivalent (FTE) recycling coordinator whose time shall be dedicated full time to COUNTY during the term of the Agreement and whose function during normal business hours of each Work Day shall be to provide services related to meeting the diversion requirements of the

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Agreement.

9.10. News Media Relations. CONTRACTOR shall notify the Contract Administrator by e-mail or phone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of CONTRACTOR'S receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, CONTRACTOR will discuss CONTRACTOR'S proposed response with the Contract Administrator.

9.10.1. Copies of draft news releases or proposed trade journal sections related to the provision of Collection Services under this Agreement shall be submitted to COUNTY for prior review and approval at least five (5) Work Days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit such materials to COUNTY simultaneously with CONTRACTOR'S submittal to such regulatory agency.

9.10.2. Copies of sections resulting from media interviews or news releases shall be provided to COUNTY within five (5) Work Days after publication.

9.11. Waste Generation and Characterization Studies. CONTRACTOR agrees to participate and cooperate with COUNTY and its agents in all Solid Waste generation and characterization studies conducted no more frequently than once each Agreement Year, at no cost to COUNTY, including modification of routes, separate Collection of an individual Customer's Solid Waste, and delivering targeted loads of Solid Waste to a location or locations designated by COUNTY.

9.12. Customer Satisfaction Surveys. The Contractor will distribute to Customers, at minimum once monthly at random, with an active email address on file, to participate in a digital survey. The survey focuses on core questions related to the customer's overall relationship with the CONTRACTOR, then expands into targeted questions regarding the customer's service experience with the CONTRACTOR. Upon request from the County, and in a format agreed upon by the County and CONTRACTOR, CONTRACTOR, at its expense, will send additional surveys relating to customer satisfaction and CONTRACTOR programs.

9.13. COUNTY Use of Contractor Materials. Reports, Customer education materials, and other information provided by CONTRACTOR to COUNTY under this Agreement may used by COUNTY at its discretion, subject to CONTRACTOR's intellectual property rights.

9.14. Recycled Materials.

9.14.1. Supplies. CONTRACTOR will use reasonable business effort to purchase office supplies and all paper products with post-consumer recycled content.

9.14.2. Paper. CONTRACTOR will use paper having not less than 30% recycled paper content and 10% post-consumer recycled paper content for all correspondence with Customers (including Customer subscriptions billing, newsletters and notices) and COUNTY.

9.14.3. Recycled Content Policies. CONTRACTOR will use reasonable business efforts to comply with any recycled content procurement policy that COUNTY may adopt.

10. **Billing and Performance Reviews**.

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10.1. Annual Performance and Billing Review. At COUNTY'S sole discretion, within thirty (30) days after written notification to CONTRACTOR, COUNTY may conduct an annual performance and billing review. The review will be performed by COUNTY or a qualified firm under contract with COUNTY. COUNTY shall have the final responsibility for the selection of the firm but shall seek and accept comments and recommendations from CONTRACTOR.

10.2. Purpose. The review shall be designed to meet the following objectives:

10.2.1. Verify that Customer billing rates have been properly calculated and they correspond to the level of service received by the Customer.

10.2.2. Verify that franchise fees, and other fees required under this Agreement have been properly calculated and paid to COUNTY.

10.2.3. Verify CONTRACTOR'S compliance with the reporting requirements and performance standards of the Agreement.

10.2.4. Verify the diversion percentages reported by CONTRACTOR.

10.3. Funding of the Performance and Billing Reviews. During the initial term of this Agreement as set forth in Section 2.1, CONTRACTOR shall be responsible for paying performance and billing reviews costs in the amount of **Seventy Thousand Dollars ($70,000.00),** adjusted by the CPI the same time as the Collection Service rates under Section 11.12. However, in the event that this Agreement is extended as provided in Section 2.1, CONTRACTOR shall be responsible for paying additional performance and billing reviews costs in the amount of **Seventy Thousand Dollars ($70,000.00)** adjusted by the CPI at the same time as the Collection Service under Section 11.12. Nothing in this Section shall prohibit COUNTY from conducting additional performance and billing reviews at COUNTY'S own expense.

10.4. CONTRACTOR'S Cooperation. CONTRACTOR shall cooperate fully with the review and provide all requested relevant data, including operational data, financial data and other data requested by COUNTY, within thirty (30) Work Days of receipt of the request. CONTRACTOR will be given additional time if reasonably necessary. Failure of CONTRACTOR to cooperate or provide the requested documents in the required time shall be considered an event of default.

11. **Billing and Payment**.

11.1. Generally. CONTRACTOR shall: (i) bill Customers for Collection Services; (ii) collect payment for those services; (iii) maintain billing and payment records; (iv) provide for the collection of delinquent payments and bad debts; (v) provide bad debt information to COUNTY so it may initiate special assessments; and (vi) remit franchise and diversion program and contract administration fees to COUNTY monthly in accordance with this Section. CONTRACTOR shall make arrangements to allow Customers to pay bills by cash, check, electronic check, money order and credit card either electronically, by mail, over the phone, or in person; provided however that CONTRACTOR is entitled to charge a convenience fee per transaction for payments submitted by Customers via credit card, debit card, and/or digital wallets (including payment services).

11.2. Invoices. SFD Collection Services shall be invoiced quarterly in advance of services provided or as otherwise scheduled by CONTRACTOR and approved by the COUNTY. Commercial and MFD Collection Services shall be billed monthly in advance of services

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provided or as otherwise scheduled by CONTRACTOR and approved by the COUNTY. Temporary Collection Services shall be billed in arrears of the provision of service although a deposit may be required in advance. Invoices shall be in format approved by COUNTY and shall not separately identify, list or itemize the Contractor service fee component, franchise fee component, the diversion programs and administration fee, or such other components as may be added by COUNTY during the term of this Agreement.

11.3. Delinquent Service Accounts. CONTRACTOR may consider a Customer account to be delinquent thirty (30) days from the date of an invoice. CONTRACTOR may charge a delinquent Customer a late fee which is the greater of $5.00 dollars, or 1.5% per month (not compounded). CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts. CONTRACTOR shall pursue collection efforts for at least sixty (60) days after accounts become delinquent before referring them to the County for special assessment. Such collection efforts may include sending late payment notices and telephone requests for payment.

11.3.1. In its monthly reports, CONTRACTOR will provide Contract Administrator with a list of those Customers whose accounts have become delinquent in the current month. In no event, shall CONTRACTOR cease provision of Collection Services to any SFD Customer due to non-payment. However, CONTRACTOR may reduce SFD Customers whose accounts have become delinquent to the default service level. CONTRACTOR may request authorization from COUNTY to reduce or stop service for MFD or Commercial Customers whose accounts have become delinquent. CONTRACTOR may stop service regarding delinquent Temporary Collection Services.

11.4. Special Assessment. In conformance with California Government Code § 25831, CONTRACTOR shall determine which Customers (SFD, MFD and Commercial) are at least sixty (60) days or more delinquent in payment of their bill. CONTRACTOR will mail four (4) notices to delinquent Customers and each affected property owner. Such notices shall be mailed on or about the second week of January, February, March and April. COUNTY shall have the right to review and revise the content and layout of the notice to property owners and Customers, and such revisions shall be incorporated by the CONTRACTOR prior to mailing. CONTRACTOR agrees that it will use the most current data of property owners compiled by the County Tax Assessor's Office when mailing such notices.

11.4.1. CONTRACTOR shall provide the COUNTY a list of the delinquent accounts that have not paid by the second business day in June in time for an annual administrative hearing on all delinquent accounts each year and later placement as a special assessment on the tax rolls. CONTRACTOR shall exercise reasonable efforts as described in this Section to achieve collection of the bill prior to passing it on to the COUNTY for placement on the tax rolls. COUNTY shall include delinquent accounts submitted by CONTRACTOR to COUNTY for special assessment on the next August tax rolls, provided CONTRACTOR has sent all Customer delinquency notices required under this Section. COUNTY shall reimburse Contractor for delinquent payments that are placed on the tax roll upon collection of those payments from the property owner and within ninety (90) days of receipt by the COUNTY. COUNTY special assessment payments to CONTRACTOR shall be considered "gross revenue" for purposes of calculating franchise fee payments.

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11.4.2. Regarding Roll-Off Collection Services and Temporary Collection Services, if the Customer is also the owner of the property at which CONTRACTOR services were provided, then delinquent accounts may be included for special assessment.

11.5. COUNTY information on invoices. At COUNTY direction, at least four (4) times each Agreement Year, CONTRACTOR will print textual information provided by COUNTY on Customer invoices.

11.6. COUNTY inserts. At COUNTY direction, up to four (4) times each Agreement Year, CONTRACTOR will enclose inserts provided by COUNTY or designed by CONTRACTOR and agreed upon with COUNTY with invoices that CONTRACTOR sends to Customers.

11.7. Partial Month Service. If, during a month, a Customer is added to or deleted from CONTRACTOR'S Service Area, CONTRACTOR'S billing shall be pro-rated based on the weekly service rate (the weekly service rate shall be the service rate established in Exhibit 1 divided by four (4), times the number of actual weeks in the month that service was provided to the Customer.

11.8. Low Income Discount. To qualify for the low income discount, SFD Customers must submit their power, water or telephone bills indicating that their Residential Dwelling qualifies for discounted rates from the power, water or telephone provider on the basis of financial need, such as commonly referred to "Life-line" services. CONTRACTOR may require SFD Customers to re-qualify each twelve (12) months. Upon request, CONTRACTOR will report to the Contract Administrator the names, addresses and service information of those customers that qualify for low income discount. CONTRACTOR shall invoice Customers qualifying for the low income discount at an amount equal to eighty-five (85) percent of the standard Collection Service rate as set forth in Exhibit 1.

11.9. Methods of Payment. CONTRACTOR shall provide the means for Customers to pay bills through the following methods: cash, checks, credit cards, internet payment service and/or automatic withdrawal from bank account. CONTRACTOR shall accept Customer payments at CONTRACTOR'S payment site.

11.9.1. Accounts that pay their invoices using credit cards, debit cards and digital wallets may be subject to a convenience fee ($1.99 per transaction for residential service; $9.99 per transaction for commercial service; fee amount subject to change.) The convenience fee amount will be disclosed to customers during the bill payment process and customers will have the opportunity to consent to the convenience fee, or to pay their invoices by direct electronic debit from a bank account (e.g., Automated Clearing House or ACH network in the U.S. / Pre-Authorized Debit or PAD in Canada).

11.10. Service Rate Components. Collection Service rates, fees and surcharges shall consist of some combination of the following elements: a Contractor service fee component, a franchise fee component, a diversion programs and contract administration fee component, and such other components as may be added by COUNTY during the term of this Agreement.

11.11. Full Compensation. The Contractor service fee component of the Collection service rates, fees and surcharges charged and collected by CONTRACTOR as provided for in this Section and as set forth in Exhibit 1 shall be the full, entire, and complete

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compensation due to CONTRACTOR pursuant to this Agreement for all costs necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

11.12. Adjustments to Service Rates, Surcharges and Fees. Beginning on January 1, 2026 and annually thereafter, subject to CONTRACTOR'S compliance with all provisions of this Section, each Collection Service rate, fee or surcharge as set forth in Exhibit 1 (the "Rates") to this Agreement shall be adjusted by the Refuse Rate Index as set forth in Section 11.13.1 below.

11.13. Refuse Rate Index (RRI) Adjustment. The RRI adjustment shall be the sum of the weighted percentage change in the annual average of each RRI index number between the base calendar year, which shall be the prior preceding 12 month period ending June 30 and the preceding 12 month period ending June 30 and the percentage change in the most recently approved Disposal tip fee charged to CONTRACTOR at the SVSWA Disposal Facility and/or the MRWMD Disposal Facility, as appropriate, and the prior tipping fee (from the most recently approved tip fee), at the time the RRI is submitted to the County. Therefore, the first rate adjustment will be based on the percentage changes between the Annual Average of the RRI indices for the 12 month period ending June 30, 2025 and the Annual Average of the RRI indices for the 12 month period ending June 30, 2024. The RRI shall be calculated using the RRI methodology included in Exhibit 2.

11.13.1. Annual Rate Adjustment.

11.13.1.1. On January 1, 2026, and annually thereafter, the service rates, fees and surcharges set forth in Exhibit 1 shall be adjusted by multiplying them by the RRI percentage adjustment.

11.13.1.2. However, in any year that the calculation of the RRI results in a negative number, there shall be no adjustment of those service rates, fees and surcharges.

11.13.1.3. In the subsequent year the negative RRI number from the prior year shall be added to the result of the subsequent years RRI calculation, and the result shall be the RRI percentage for that subsequent year, ("adjusted RRI percentage").

11.13.1.4. The subsequent year rate adjustment shall consist of multiplying the appropriate service rate, fee or surcharge by the adjusted RRI percentage.

11.13.1.5. Annual adjustments shall be made only in units of one cent ($0.01). Fractions of less than one cent ($0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

11.13.2. Financial Information. On or before August 1st of each year, during the term of this Agreement, CONTRACTOR shall deliver to COUNTY financial information for the specific services performed under this Agreement for the preceding full or partial Calendar Year. Such financial information shall be in the format as set forth in Exhibit 2, or as may be further revised by COUNTY from time to time. If CONTRACTOR fails to submit the financial information in the required format by August 1st, it is agreed that CONTRACTOR shall be deemed to have waived the annual rate adjustment for that year.

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11.13.3. If CONTRACTOR'S failure to submit the financial information required under Section 11.13 is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the Contract Administrator, COUNTY, at its sole discretion, may consider the request for the annual rate adjustment.

11.13.4. Within seven (7) days following the Board's approval of the rate adjustment, the Contract Administrator shall notify CONTRACTOR of the adjustment to the affected service rates to take place on the subsequent January 1st.

11.14. Retroactive Adjustments. In the event of a change in a governmental, quasi-governmental, franchise, regulatory fee, or tipping fee which becomes effective at some time other than January 1st of any year, CONTRACTOR shall be compensated for such increase through the inclusion of a "retroactive element" in the next rate adjustment. COUNTY and CONTRACTOR agree that the "retroactive element" shall be an amount needed to compensate CONTRACTOR for increases in fees paid during the period from the inception of the fee increase through the subsequent December 31st and shall not include interest, overhead, or any other costs of any type. The "retroactive element" shall only be included in the rate structure for twelve (12) months or that period necessary to allow CONTRACTOR to recover all retroactive amounts, if less than twelve (12) months, and shall be removed prior to calculating the rates to be set as of the subsequent January 1st.

11.15. Adjustments to Franchise Fee Component. The franchise fee component shall be adjusted as needed so that it always equals:

11.15.1. the Contractor service fee component

11.15.2. divided by

11.15.3. 1 minus the authorized franchise fee percentage

11.15.4. multiplied by

11.15.5. the authorized franchise fee percentage.

11.16. CONTRACTOR'S Payments to COUNTY. CONTRACTOR shall make payment to COUNTY of the diversion programs and administration fee, and the franchise fee, as set forth below, and such other fees as may be specified in this Section or as provided for in Section 11.17 below, and any other outstanding fees or obligations, together with a late fee equal to one and one half (1.5) percent per month (not compounded) of the amount of any payment obligations that are delinquent.

11.16.1. Franchise Fee. The franchise fee shall be a percentage of CONTRACTOR'S gross revenue collected each month under the terms of this Agreement. Except as set forth below, gross revenue shall specifically include revenue received by CONTRACTOR from any entity, including Federal, State, County or other local facilities within the Service Area for the provision of Collection Services by CONTRACTOR. Payment to COUNTY of the franchise fee shall be due on the twentieth (20th) day of the month following the month the franchise fees are collected. Each such franchise fee payment shall be accompanied by an accounting, which sets forth CONTRACTOR'S gross revenues collected, during the preceding month. Such accounting shall be in a form and manner that is acceptable

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to COUNTY. The franchise fee percentage shall be ten (10) percent during the term of this Agreement unless adjusted by COUNTY.

11.16.1.1. Revenues derived from Collection Services provided to Federal, State or County local agencies at the rates set forth under the terms of this Agreement shall be considered "gross revenues" for purposes of calculating franchise fees. Notwithstanding the foregoing, if the Federal, State or County local agency receives Collection and/or Disposal services outside the scope of this Collection Agreement, or otherwise invokes its legal rights to pay fees for services excluding any portion of franchise fees, then such revenues shall not be considered "gross revenues" hereunder for purpose of payment of franchise fees to COUNTY.

11.16.2. Diversion Programs and Administration Fee. For the period beginning January 1, 2025 through the term of this Agreement, the diversion programs and administration fee shall be $800,000 per Agreement Year (adjusted by the CPI index as set forth in Exhibit 2 RRI at the same time as the Collection Service rates as set forth in Section 11.13.1), payable to COUNTY on the twentieth (20^{th}) day of each month beginning January 2025 and monthly thereafter during the term of this Agreement in twelve (12) equal installments each Agreement Year. Diversion programs and administration fee payments shall not be based on gross revenues billed or collected.

11.16.3. Negotiation Fee. No later than thirty (30) calendar days of the execution of this Agreement by the Board, CONTRACTOR shall pay to COUNTY a one-time, lump sum payment in the amount of One Hundred Thousand Dollars ($100,000.00), in consideration of the right of negotiation granted by the COUNTY.

11.17. Other Fees. COUNTY may set such other fees as it deems necessary.

11.18. Acceptance of Payment. No acceptance by COUNTY of any payment shall be construed as an accord that the amount is in-fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim COUNTY may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recompilation by COUNTY. If, after the audit, such recompilation indicates an underpayment, CONTRACTOR shall pay to COUNTY the amount of the underpayment and shall reimburse COUNTY for all reasonable costs and expenses incurred in connection with the audit and recompilation within thirty (30) Work Days of receipt of written notice from COUNTY. If, after the audit, such recompilation indicates an overpayment, COUNTY shall notify CONTRACTOR in writing of the amount of the overpayment. CONTRACTOR may offset the amounts next due following receipt of notice of overpayment by the amount specified therein.

11.19. Billing Records. CONTRACTOR shall keep records, electronically or paper, of all billing documents and Customer account records, including but not limited to, invoices, receipts, and collection notices, each in chronological order, for a period of three (3) years after the date of receipt or issuance.

11.20. Extraordinary Rate Review.

11.20.1. In addition to the annual adjustment, the Rates shall, upon written request of CONTRACTOR, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to

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any one or more of the following causes: (a) Force Majeure event; (b) changes in Applicable Law that is effective after the Effective Date of this Agreement; (c) increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services; and (d) any other extraordinary circumstances or causes or reasons that are not within the reasonable control of CONTRACTOR.

11.20.2. If CONTRACTOR requests a Rate adjustment pursuant to this Section 11.20, it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The COUNTY may request documentation and data reasonably necessary to evaluate such request by CONTRACTOR, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the COUNTY shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by CONTRACTOR. The COUNTY shall approve all properly calculated Rate adjustments within ninety (90) days of CONTRACTOR's request, and the adjusted Rates shall be deemed to take effect as of the date of CONTRACTOR'srequest.

11.20.3. In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the COUNTY shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Customers by the date the same are effective.

11.21. Rates for Additional Services. If Customer requests Collection Services at a Container capacity and/or Collection frequency not provided in the rates adopted by the Board of Supervisors, following COUNTY Board approval of the Contractor Service Fee Component of that Rate, CONTRACTOR may charge Customer that Rate agreed upon with Customer. COUNTY and CONTRACTOR understand and agree that rates must be approved and established by the Board pursuant to County Code and that CONTRACTOR cannot charge Customer that Rate agreed upon with Customer until such time as said Rate is approved and established by the Board.

11.22. Change in Travel Costs. In the event a change in travel costs has been calculated as set forth in Section 19.9.4 of this Agreement, the calculated change shall be added to the RRI percentage if it is positive or subtracted from the RRI percentage if it is negative. The adjusted RRI percentage shall then be applied as set forth in Section 11.13.1.

12. **County Diversion Requirement**.

12.1. In the event that CalRecycle determines that the COUNTY has failed to meet the COUNTY's applicable annual Diversion goal(s), and such failure resulted from CONTRACTOR's breach of this Agreement, CONTRACTOR shall submit a plan to the COUNTY no later than two (2) months after the COUNTY provides notice of CalRecycle's determination of non-compliance which details additional steps and/or programs the CONTRACTOR may implement to assist the COUNTY with achieving its Diversion requirements, as well as the increased costs for which the CONTRACTOR would be reimbursed. The plan shall include:

12.1.1. A summary of additional Diversion improvement activities that the COUNTY can implement within its current programs without additional cost to the Customers(i.e.,

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changes to public outreach messages, COUNTY Code changes, improved enforcement);

12.1.2. A summary of new or enhanced infrastructure or other Diversion improving activities or programs that could achieve the goal but would potentially require an increase to the Rates, and estimated Rate impacts to Customers for each option; and

12.1.3. CONTRACTOR and COUNTY shall meet to discuss the plan and the COUNTY shall decide the most appropriate option to implement to increase Customer Diversion levels.

13. **Collection Routes**.

13.1. Street Sweeping. CONTRACTOR will work with COUNTY staff and use good faith efforts to establish routes that allow for Collection on the day immediately preceding any street sweeping schedules in effect on the effective date of this Agreement.

13.2. Subsequent Collection Route Changes. CONTRACTOR shall submit to COUNTY, in writing, any proposed route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of implementation. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by COUNTY. CONTRACTOR shall not implement any route changes without the prior approval of the Contract Administrator. If the route change will change the Collection day for a Customer, CONTRACTOR shall notify those Customers in writing of route changes not less than thirty (30) calendar days before the proposed date of implementation.

13.3. CONTRACTOR Audit of Routes. In addition to any other auditing requirements under this Agreement, CONTRACTOR shall perform a comprehensive audit of all Customer Routes every full or partial three (3) Calendar Years. The purpose of this audit is to ensure that each Customer is receiving the service for which the Customer is being billed. Any information requested by COUNTY regarding testing protocols, audit results, and recommendations will be made available within thirty (30) days of the request by COUNTY.

14. **Collection Equipment**.

14.1. General Provisions. All equipment used by CONTRACTOR in the performance of services under this Agreement shall be of a high quality. The vehicles shall be designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent Collected materials from leaking, blowing or falling from the vehicles. The bodies of any vehicle, or any Container, used in Collection or transportation of Solid Waste must have watertight beds of metal or impervious material that can be cleaned as required by Section 10.41.070 of the County Code. CONTRACTOR shall not use any Collection vehicle that has more than 250,000 miles unless such vehicle is a Rebuilt Vehicle.

14.2. Clean Air Vehicles. During the term of this Agreement, to the extent required by law, CONTRACTOR shall ensure that its Collection vehicles are in full compliance with local, State and federal clean air requirements that were adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed to be contained in CCR Title 13, Section 2020 et seq; the Federal EPA's Highway Diesel Fuel Sulfur regulations and any other applicable air

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pollution control laws. Changes in regulations adopted or enacted after the effective date of this Agreement shall be subject to Section 19.1 of this Agreement.

14.2.1. Contractor's obligations and/or scope of services under this Agreement exclude any existing requirements regarding the future conversion of fleets, or any part thereof, to Zero-emissions (ZEV) or Near-zero-emissions (NZEV) vehicle(s) or the future acquisition, hiring or use of ZEVs or NZEVs under Applicable Law, including without limitation Sections 2015 et seq. of Title 13 of the California Code of Regulations. Should such existing Applicable Law apply to any Contractor's vehicles used in the provision of services under this Agreement during the Term, then the COUNTY and Contractor agree to meet and confer in good faith to amend this Agreement to incorporate provisions and obligations reasonably necessary to comply with such Applicable Law, and Contractor shall be entitled to a Rate adjustment in accordance with Section 11.20 for such change in Contractor's obligations and/or scope of services under this Agreement.

14.3. Bulky Items. Vehicles used for Collection of Bulky Items containing Freon or other gases shall not use compactor mechanisms or mechanical handling equipment that may release Freon or other gases from pressurized appliances.

14.4. Safety Markings. All Collection equipment used by CONTRACTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of COUNTY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

14.5. Vehicle Signage and Painting. Collection vehicles shall be painted and numbered and shall have CONTRACTOR'S name and the number of the vehicle painted in letters of contrasting color, at least six (6) inches high, on each side and the rear of each vehicle. CONTRACTOR shall repaint all vehicles (including vehicles striping if appropriate) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the Contract Administrator.

14.6. Bin and Container Signage, Painting, and Cleaning. All metal Bins and Containers of any service type furnished by CONTRACTOR shall be either painted or galvanized. All Bins and Containers shall display CONTRACTOR'S name, CONTRACTOR'S toll-free customer service telephone number, and the number of the Bin and shall be kept free of graffiti and in a clean and sanitary condition. Bins and Roll-Off Containers provided by CONTRACTOR shall be cleaned by CONTRACTOR as frequently as necessary to maintain them in a sanitary condition. Upon receipt of notification by CONTRACTOR of graffiti on a Bin or Container, CONTRACTOR shall clean or replace such Bin or Container within five (5) Work Days. Bins and Containers will be subject to periodic, unscheduled inspections by COUNTY and determination as to sanitary condition shall be made by COUNTY.

14.7. Cart Signage, Painting, and Cleaning. All Carts shall display CONTRACTOR'S name, CONTRACTOR'S toll-free customer service telephone number, and other information required by SB 1383.

14.8. Collection Vehicle Noise Level. The noise level generated by vehicles using compaction mechanisms during the stationary compaction process will not exceed eighty (80) decibels at a distance of twenty-five (25) feet from the vehicle measured at an elevation of five (5) feet above ground level using the "A" scale of a standard sound level meter at

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slow response, or applicable law, whichever is more stringent. All Collection vehicles shall be tested prior to providing Collection Services and thereafter upon notification by COUNTY of a noise complaint.

14.9. Vehicle Registration, Licensing and Inspection. CONTRACTOR shall maintain documentation to verify that each of CONTRACTOR'S Collection vehicles are in compliance with all registration, licensing and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other applicable laws or regulations, including a permit issued by County Department of Health, Environmental Health Division. Upon written request by the Contract Administrator, copies of such documentation shall be provided to COUNTY within five (5) Work Days of the request. CONTRACTOR shall not use any vehicle to perform Collection Services that is not in compliance with applicable registration, licensing and inspection requirements.

14.10. Equipment Maintenance. CONTRACTOR shall maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment shall operate properly and be maintained in a condition satisfactory to COUNTY. CONTRACTOR shall wash all Collection vehicles at least once a week. All washings shall be conducted in a manner that conforms to the BMP Guidelines for Non- Point Source Pollutants in the publication entitled Storm Water Best Management Practices Handbook for Industrial Commercial and shall comply with other regulations set forth by the jurisdiction in which the Collection vehicle is washed.

14.10.1. Maintenance Log. CONTRACTOR shall maintain a maintenance log for all Collection vehicles. The log shall at all times be accessible to COUNTY by physical inspection upon request of Contract Administrator, and shall show, at a minimum, each vehicle's CONTRACTOR assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

14.11. Equipment Inventory. On or before January 1, 2025, CONTRACTOR shall provide to COUNTY an inventory of Collection vehicles and major equipment used by CONTRACTOR for Collection or transportation and performance of services under this Agreement. The inventory shall indicate each Collection vehicle used by CONTRACTOR, assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the date of noise testing, the decibel rating, the maintenance status, and proof of compliance with Section 14.2. CONTRACTOR shall submit a written updated inventory upon request by the ContractAdministrator.

14.12. Reserve Equipment. CONTRACTOR shall have available to it, at all times, a reasonable number of reserve Collection equipment which can, to the extent needed to complete the Collection route, be dispatched within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by CONTRACTOR to perform the contractual duties.

14.13. Covering of Loads. All loads not in covered body trucks shall be tarped or restrained to prevent spilling.

14.14. Weight Restrictions. CONTRACTOR shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight

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restrictions on vehicles. CONTRACTOR acknowledges that COUNTY may document compliance with this provision of the Agreement through review of scale tickets and records of the Disposal and processing facilities.

15. **CONTRACTOR'S Personnel**.

15.1. Personnel Requirements. CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. CONTRACTOR shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

15.2. Transfer of Personnel. COUNTY may request the transfer of any employee of CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of their duties.

15.3. Identification Badge. CONTRACTOR shall require its drivers, and all other employees who come into contact with the public, to wear a uniform or an identification badge clearly identifying the employee as an employee of CONTRACTOR. Employees shall also have embroidered on the uniform or prominently displayed on the badge, their name for identification by the Customer.

15.4. Valid License. Each driver of a Collection vehicle shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

15.5. Applicable Laws. Each driver of a Collection vehicle shall at all times comply with all applicable state and federal laws, regulations and requirements.

15.6. Representation. CONTRACTOR’S employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of COUNTY.

15.7. Safety Training. CONTRACTOR shall provide suitable operational and safety training for all of its personnel, including those who drive vehicles or operate other Collection equipment. Training will include live, on-the-job-training by supervisors. CONTRACTOR will train its drivers to identify Unacceptable Waste and comply with the Waste Screening Protocol set forth below.

15.8. Waste Screening Protocol. For all drivers, route supervisors, and any other employee that is reasonably likely to encounter Hazardous Waste, CONTRACTOR will develop and implement a Waste Screening Protocol in compliance with applicable law and including the following provisions:

15.8.1. Awareness Level training meeting the requirements of 29 CFR 1910.120(q)(6)(i), including hazard evaluation methods, emergency preparedness, and emergency response plan implementation techniques with the intent that they learn who, what and how to report on the incident;

15.8.2. Means of driver inspection, such as visual inspection during tipping of Containers into vehicles;

15.8.3. Immediate driver response, such as load segregation and notification procedures, including notifying the Customer;

15.8.4. Driver notification, such as calling CONTRACTOR’S dispatcher or route supervisor;

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15.8.5. Customer notification, including description of proper means to dispose of Unacceptable Waste, by phone call and/or written material;

15.8.6. Notification of appropriate local agency or department (with contact phone number);

15.8.7. Appropriate action, such as segregation and containerization for manifesting and transport for Disposal as required by applicable law or securing services of permitted handling and transport company; and

15.8.8. Form, content and placement of labels on Containers that prohibit discard of Unacceptable Waste.

16. **Public Education Programs**.

16.1. Public Education and Outreach. CONTRACTOR, at its own expense, shall prepare, submit to COUNTY, and implement an annual (Calendar Year) Public Education and Outreach Program. The initial proposed action plan must be submitted for COUNTY approval on or before December 1, 2024 and annually thereafter no later than December 1 for the next Calendar Year.

16.1.1. Annual Public Education and Outreach Budget. The public education and outreach budget for January 1 through December 31 shall be $75,000 (the "Annual Pub Ed Budget"). CONTRACTOR will not be required to spend more than the Annual Pub Ed Budget during any Calendar Year on matters contemplated by this Section 16 or elsewhere in the Agreement regarding public education and outreach. If CONTRACTOR does not spend the full Annual Pub Ed Budget in a particular Calendar Year, the difference shall be applied to the following year's Annual Pub Ed Budget. The Annual Pub Ed Budget will be adjusted each January 1 by the year over year change in average CPI-U.

16.1.2. School Education and Outreach. CONTRACTOR will provide diversion education and outreach services to all schools in the Service Area which subscribe to some or all or the Collection Services offered by CONTRACTOR. Such services may include classroom presentations, distribution of diversion and recycling materials, classroom curriculum, and provision of technical assistance to establish school facility recycling programs.

16.2. Annual Collection Service Notice. Each Calendar Year during the term of this Agreement, CONTRACTOR shall provide information to all SFD, MFD and Commercial Customers regarding Collection Service programs. To the extent appropriate, based on the category of Customers receiving the notice, said information shall contain at a minimum, definitions of the materials to be Collected, procedures for setting out the materials, the availability of on-call Collection of Bulky Items, Universal Waste, and E-Waste. The information shall be provided in English and Spanish.

16.3. Additional Programs and Services. CONTRACTOR shall provide additional services and programs as requested by COUNTY pursuant to Section 19 of this Agreement. In the event CONTRACTOR and COUNTY cannot reach an agreement for the requested service or program, COUNTY shall have the right to procure the service of other vendors or contractors to provide the requested service, provided such services provided by other vendors or contractors do not include Solid Waste, Recyclables, Organic Waste or other materials that CONTRACTOR has the exclusive right to collect under this Agreement.

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17. **CONTRACTOR'S Facilities**.

17.1. CONTRACTOR Facilities.

17.1.1. Administrative Offices and Operation & Maintenance Yard. CONTRACTOR'S administrative offices and its operation and maintenance yard, to include the vehicle parking area (the "Local Office"), must be located within thirty-five (35) miles of the County Department of Health, Environmental Health Division primary office in Salinas, California, at the address referenced in Section 31.5 of this Agreement. CONTRACTOR'S Local Office shall provide a toll free telephone access to residents of COUNTY, shall be staffed by trained and experienced Customer Service Representatives (CSR's), and shall be located where Customers can pay bills for service in person. Such office shall have responsible persons in charge during Collection hours and shall be open during normal business hours, 8:00 a.m. to 5:00 p.m., Monday - Friday. During those times that the Local Office is closed, the CONTRACTOR shall provide self service options available at www.wm.com. Calls received after normal business hours shall be addressed the morning of the next Work Day.

17.2. Emergency Contact. Prior to January 1, 2025, CONTRACTOR shall provide the Contract Administrator with an emergency phone number where CONTRACTOR can be reached outside of the required office hours.

17.3. Multilingual; Relay Services. CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English and Spanish, as well as a relay service used by deaf and hard of hearing customers.

17.4. Customer Responsiveness.

17.4.1. Contractor shall maintain a toll-free phone line that can be called by Customers. Customers shall be able to reach a person on the toll-free phone line during normal working hours (M – F, 8 a.m. – 5:00 p.m.); such hours may be adjusted upon agreement of the parties. The primary customer service office will be located in the County.

17.4.2. Contractor bills, invoices and other business correspondence shall contain the Contractor's phone number.

17.4.3. Customers can contact Contractor through phone, email, online chat, WM App and website.

17.5. Customer Service Log. CONTRACTOR will utilize a Customer Service Log to maintain a record of all inquiries and complaints in a manner approved by COUNTY. The log shall include the information in a form and manner agreeable to COUNTY.

17.6. Bilingual Customer Correspondence. CONTRACTOR will print all letters, notices, bulletins, educational materials, and other correspondence with Customers in English and Spanish.

17.7. Website. CONTRACTOR shall develop and maintain a website describing services provided in the Service Area that is accessible by the public. The site shall be available to Customers and include answers to frequently asked questions, rates for all Collection Services, specifications for Recyclables and Organic Waste, Collection Service schedules, and other related topics. CONTRACTOR shall arrange for COUNTY'S website to include a link to CONTRACTOR'S website and CONTRACTOR'S website

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shall contain a link to COUNTY'S web site. CONTRACTOR'S website shall contain all public education and outreach materials and correspondence distributed to Customers during the Calendar Year. CONTRACTOR'S website shall provide the public the ability to e-mail complaints to CONTRACTOR and to pay bills on-line.

18. **Service Inquiries and Complaints**.

18.1. CONTRACTOR'S Customer Service. All service inquiries and complaints shall be directed to CONTRACTOR. A representative of CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints will be handled by CONTRACTOR in a prompt and efficient manner. CONTRACTOR shall not refer or forward Customers to COUNTY for resolution of Complaints or answers to inquiries unless Customer insists, in which event CONTRACTOR will refer Customers to the Contract Administrator.

18.2. Response Requirements. For those complaints related to missed Collections that are received by 5:00 p.m. on a Work Day, CONTRACTOR shall have until the end of the following Work Day to resolve the complaint. For those complaints related to repair or replacement of Carts or Bins, the appropriate Articles of this Agreement shall apply.

18.3. Missed Collections. CONTRACTOR agrees that it is in the best interest of COUNTY that all Solid Waste, Recyclables, Green Waste, Bulky Items, U-Waste, E-Waste, CED's and Used Oil and Used Oil Filters be Collected on the scheduled Collection day. Accordingly, missed Collections will normally be Collected as set forth above regardless of the reason that the Collection was missed. However, in the event a Customer requests and receives missed Collection Services more than two (2) times each full or partial Calendar Year during the term of this Agreement, CONTRACTOR shall have the right to invoice the Customer for further missed Collection Services during the remainder of that Calendar Year at the rate set forth in Exhibit 1.

19. **Modifications to the Agreement**.

19.1. Agreement Modifications and Change in Law. COUNTY and CONTRACTOR understand and agree that the California legislature and the federal government have the authority to make comprehensive changes in solid waste management legislation and that these and other changes in state and federal law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. CONTRACTOR agrees that the terms and provisions of local ordinances or regulations, including the County Code and any Joint Powers Authorities Agreement (hereafter, "JPA Agreement") between COUNTY, Monterey Regional Waste Management District and the Salinas Valley Solid Waste Authority (hereafter, collectively referred to as "Joint Powers Authorities" or "JPA") as said JPA Agreement now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of CONTRACTOR located within the Service Area. In the event any future Change in Law, modifications to the JPA Agreement, or directed changes by COUNTY, materially alter the obligations of CONTRACTOR, then the affected compensation as established under this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. COUNTY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to Change in Law. When such modifications are made to this Agreement, COUNTY

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and CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of CONTRACTOR due to any modification in this Agreement pursuant to this Article. COUNTY and CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. Modifications to this Agreement shall be made pursuant to Article 19 of this Agreement.

19.2. COUNTY Requested Service and Program Changes. COUNTY may request CONTRACTOR to perform additional services (including new diversion programs, additional public education activities, etc.), eliminate programs, or modify the manner in which it performs existing services. Changes in the minimum diversion requirement set forth in Article 12 of this Agreement, pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of Collection vehicles, and/or new requirements for Customers are included among the kinds of changes which COUNTY may request. Any such modified services must be agreed upon by the parties in writing. Upon approval by the County Board, CONTRACTOR shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.

19.3. CONTRACTOR Proposed Changes. CONTRACTOR may propose program changes to COUNTY in the manner set forth in Section 19.4 below. Upon approval by the County Board, CONTRACTOR shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.

19.4. Service Proposal. Within thirty (30) calendar days of receipt of a request for a service change from COUNTY, or when initiating a voluntary or involuntary proposal to change current programs, CONTRACTOR shall submit a proposal to provide such service. At a minimum, the proposal shall contain a complete description of the following:

19.4.1. Program objectives and goals to be used in measuring the success of the program as discussed in Section 19.6 below;

19.4.2. Collection methodology to be employed (equipment, manpower, etc.);

19.4.3. Equipment to be utilized (vehicle number, types, capacity, age, etc.);

19.4.4. Labor requirements (number of employees by classification);

19.4.5. Type of Carts or Bins to be utilized;

19.4.6. Provision for program publicity, education, and marketing; and

19.4.7. Five (5) year projection of the financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

19.5. Other Contractors. CONTRACTOR acknowledges and agrees that COUNTY may permit other contractors or companies besides CONTRACTOR to provide additional services not otherwise contemplated by this Agreement if CONTRACTOR and COUNTY cannot agree on terms and conditions, including compensation adjustments, of such services in one hundred twenty (120) calendar days from the date when COUNTY first requests a

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proposal from CONTRACTOR to perform such services. This section does not apply to materials that CONTRACTOR has the exclusive right to collect under this Agreement.

19.6. Monitoring and Evaluation. At COUNTY'S request, CONTRACTOR shall meet with COUNTY to describe the progress of each new program and other service issues. At each meeting, COUNTY and CONTRACTOR shall have the opportunity to discuss revisions to the program. CONTRACTOR shall document the results of the new programs on a monthly basis, including at a minimum the tonnage diverted by material type, the end use or processor of the diverted materials and the cost per ton for transporting and processing each type of material and other such information requested by CONTRACTOR and/or COUNTY necessary to evaluate the performance of each program.

19.7. Termination for Cause. COUNTY shall have the right to terminate a program or assign the program to a third party (provided it does not include services or materials for which CONTRACTOR has exclusive rights under this Agreement) for cause at no cost to COUNTY or COUNTY'S ratepayers if CONTRACTOR is not achieving the program's agreed to and defined goals and objectives. Prior to such termination or assignment, COUNTY shall meet and confer with CONTRACTOR for a period of up to ninety (90) calendar days to resolve COUNTY'S concerns. Thereafter, COUNTY may terminate the program or utilize a third party to perform these services if COUNTY reasonably believes CONTRACTOR cannot meet or is not meeting the agreed to and defined project goals and objectives. Notwithstanding these changes, CONTRACTOR shall continue the program during the ninety (90) day period and, in the event COUNTY elects to utilize a third party to continue the program, thereafter until the third party takes over the program.

19.8. Termination without Cause. COUNTY shall also have the right to terminate a program without cause. As a condition of the termination, COUNTY shall reimburse CONTRACTOR for all costs incurred for implementation and performance of the program that were identified in the program proposal prepared and submitted by CONTRACTOR and agreed to by COUNTY which have not been funded or otherwise recovered through program compensation at the time the program is terminated.

19.9. COUNTY Directed Changes in Facilities. If COUNTY requires that CONTRACTOR change Disposal or processing facilities, the Contractor Service Fee Component will be adjusted for any increase or decrease in CONTRACTOR'S direct costs, including transportation between the old and new facility, as follows:

19.9.1. With respect to changes in the facilities in the boundaries of the SVSWA, the increase or decrease in transportation is measured by the shortest route between the COUNTY Department of Health, Environmental Health Division, located at 1270 Natividad Road, Salinas to the new facility that is legally traversable by Collection vehicles carrying their usual load of the appropriate material, although CONTRACTOR may choose a longer route for reason of time, traffic or other convenience without additional compensation. Distances from 1270 Natividad Road, Salinas are as follows:

19.9.1.1. to Johnson Canyon Landfill, approximately 24.6 miles;

19.9.1.2. to Madison Lane transfer station, approximately 3.4 miles;

19.9.1.3. to Jolon transfer station, approximately 49.45 miles;

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19.9.1.4. to ReGen Monterey, approximately 14.4 miles;

19.9.1.5. to Johnson Canyon Landfill Green Waste Processing Facility approximately 24.6miles; and

19.9.1.6. to Johnson Canyon Landfill Construction and Demolition Debris Processing Facility, approximately 24.6 miles.

19.9.2. With respect to changes in the facilities in the boundaries of the MRWMD, the increase or decrease in transportation is measured by the shortest route between the County Health Department located at 1200 Aguajito Road, Monterey to the new facility that is legally traversable by Collection vehicles carrying their usual load of the appropriate material, although CONTRACTOR may choose a longer route for reason of time, traffic or other convenience without additional compensation. The distances from the County Health Department located at 1200 Aguajito Road are as follows:

19.9.2.1. to Monterey Peninsula landfill, approximately 8.4 miles;

19.9.2.2. to ReGen Monterey, approximately 8.4 miles;

19.9.2.3. to Monterey Peninsula Green Waste Processing Facility, approximately 8.4 miles; and

19.9.2.4. to Monterey Peninsula Construction and Demolition Debris Processing Facility, approximately 8.4 miles.

19.9.3. CONTRACTOR will submit documentation to the satisfaction of COUNTY demonstrating the number of Collection vehicles from identified routes, with dated weight tickets, establishing the increase or decrease in mileage for a one (1) month period.

19.9.4. The total increase or decrease in miles will be multiplied by the Collection vehicle travel cost per mile as set forth in Exhibit 1 to this Agreement to calculate the change in cost for one (1) month and annualized to calculate the change in cost for one (1) year. The one (1) year change in cost will then be divided by the gross revenue for the last complete twelve (12) month period to calculate the percentage change in travel costs. The percentage change shall be truncated at the second decimal point and shall be added to or subtracted from, as appropriate, in the next RRI calculation as set forth in Section 11.13.

19.10. Modification to Exhibit 10, COUNTY Facilities. In the event COUNTY requests a modification to Exhibit 10 to this Agreement due to an addition or deletion to the COUNTY Facilities, or a change in the container size or frequency of Collection as set forth in Exhibit 10, COUNTY shall notify CONTRACTOR of the change in writing at least thirty (30) days prior to the date of such change. The written notification shall include a revised Exhibit 10 for the review of CONTRACTOR. CONTRACTOR shall respond to the request for modification of Exhibit 10 by signing the revised Exhibit 10 and returning it to the COUNTY or requesting that a meeting be held between CONTRACTOR and COUNTY to discuss the requested modification. In the event COUNTY and CONTRACTOR are unable to agree on the modification, Exhibit 10 shall remain unmodified and COUNTY shall have the right to secure the services from another contractor. For purposes of this Section a change of the address of a COUNTY Facility included in Exhibit 10 is not considered a modification of Exhibit 10.

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19.11. Modification to Exhibit 11, Large Venue Events. On or before October 1, 2025 and annually thereafter during the term of this Agreement, COUNTY shall provide CONTRACTOR with an amended Exhibit 11 showing the name, date and location of all large venue events for the upcoming Calendar Year. COUNTY shall have the right to unilaterally modify the specific events included on Exhibit 11 as long as the total number of "COUNTY sponsored" annual events does not exceed twelve (12) and as long as the estimated Collection capacity, in yards, of the added event does not exceed the median level of required Collection capacity, of four (4) yards of the events set forth on Exhibit 11 prior to the modification. In the event the COUNTY requests that CONTRACTOR provide Collection Services at large venue events in excess of the limitations set forth in this Section, CONTRACTOR shall provide such services at a price to be mutually agreed upon between CONTRACTOR and COUNTY. In the event CONTRACTOR and COUNTY cannot reach a mutually agreed price for the requested services CONTRACTOR shall provide such services in accordance with the rates set forth in Exhibit 1 to this Agreement.

20. **Recordkeeping, Inspections, and Reporting**.

20.1. Record Keeping.

20.1.1. Accounting Records. CONTRACTOR shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Customers for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Agreement.

20.2. Agreement Performance Records. CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

20.3. Reporting Requirements. Monthly and annual reports shall be prepared and submitted as set forth in Exhibit 7 in a form and manner acceptable to COUNTY. This list of requested information may be amended during the term of this Agreement at the discretion of the Contract Administrator.

20.3.1. Upon notification by the Contract Administrator that information reported by CONTRACTOR is incorrect, CONTRACTOR shall provide corrected information in the original format within three (3) Work Days unless a longer time is agreed to by COUNTY and CONTRACTOR.

20.4. Inspection. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Contract Administrator, COUNTY Counsel, COUNTY Auditor, or designee of any of these officers. Copies of such documents shall be provided to COUNTY for inspection at COUNTY offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR'S address indicated for receipt of notices in this Agreement.

20.5. Records Security. Where COUNTY has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of CONTRACTOR'S business, COUNTY may, by written request or demand of the

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Contract Administrator, require that custody of the records be given to COUNTY and that the records and documents be maintained at COUNTY offices. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

21. **Quality of Performance of CONTRACTOR**.

21.1. Intent. CONTRACTOR acknowledges and agrees that one of COUNTY'S primary goals in entering into this Agreement is to ensure that Collection Services are of the highest caliber, that Customer satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials Collected are put to the highest and best use to the extent feasible.

21.2. Service Supervisor. CONTRACTOR will provide the name of the service supervisor to be in charge of the Collection Services within the Service Area to COUNTY. At least thirty (30) calendar days prior to replacing the service supervisor, if possible, CONTRACTOR shall notify COUNTY in writing of the name and qualifications of the new service supervisor. CONTRACTOR shall insure that such replacement is qualified and experienced. The service supervisor's work place shall be physically located in the Service Area, at all times that CONTRACTOR is providing Collection Services. In addition the supervisor shall be available to the Contract Administrator through the use of telecommunication equipment, and be able to respond to voice messages within one (1) hour at all times that CONTRACTOR is providing Collection Services. In the event the service supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the service supervisor. The service supervisor shall provide COUNTY with an emergency phone number where the service supervisor can be reached outside of normal business hours.

21.3. Liquidated Damages. The parties further acknowledge that consistent and reliable Collection Services are of utmost importance to COUNTY and that COUNTY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in awarding the Agreement to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if CONTRACTOR fails to achieve the performance standards, or fails to submit required documents in a timely manner, COUNTY and COUNTY'S residents and businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages. Therefore, without prejudice to COUNTY'S right to treat such non-performance as an event of default under Article 24, the parties agree that the liquidated damages amount defined in this Article represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to COUNTY, customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

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COUNTY OF MONTEREY

DocuSigned by:
C7A30BA59CA8423...

Elsa Mendoza Jimenez,

Director of Health Services

USA WASTE OF CALIFORNIA, INC.

DocuSigned by:
2F270A619B004A9...

Alex Oseguera, President

CONTRACTOR agrees to pay (as liquidated damages and not as penalty) the following amounts:

LIQUIDATED DAMAGES		
Item		Amount
a.	Failure or neglect to resolve each complaint within the time set forth in this Agreement. (Section 18.2)	$100.00 per incident per Customer.
b.	Failure to comply with the hours of operation as required by this Agreement. (Section 3.4)	$100.00 per incident per day.
c.	Failure to properly return empty Carts or Bins to the point of Collection to avoid pedestrian or vehicular traffic impediments or to place Carts upright in excess of five (5) occurrences per quarter. (Section 3.5)	$150.00 per incident per day.
d.	Failure to deliver or exchange Carts, Bins, or other Containers within the time required. (Section 3.7)	$100.00 per incident per day.
e.	Failure to repair or replace damaged Carts, Bins, or other Containers within the time required. (Section 3.7.2 and 3.7.3)	$100.00 per incident per day.
f.	Failure to timely install locks on Bins. (Section 3.7.4)	$100.00 per incident per day.
g.	Commingling Solid Waste and Recyclables during Collection and/or transportation to the appropriate facility. (Section 3.14.1)	$1,000.00 per incident.
h.	Commingling of materials Collected inside and outside the Service Area during Collection and/or transportation to the facility, except as agreed by the parties. (Sections 3.14.2 & 3.14.3)	$1,000.00 per incident.
i.	Failure to timely clean up litter or spillage of material, or vehicle fluids caused by CONTRACTOR. (Section 3.15.3)	$300.00 per incident per location.
j.	Damage to public streets within the Service Area caused by CONTRACTOR. (Section 3.15.5)	Actual cost of repair to COUNTY'S satisfaction at no cost to COUNTY.
k.	Failure to repair damage to Customer property caused by CONTRACTOR or its personnel. (Section 3.18)	$500.00 per incident per location.

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l.	Disposal of Recyclables or Organic Waste in the Disposal Facility without first obtaining the required permission of COUNTY. (Section 4.14)	$1,000.00 per load.
m.	Failure to deliver any Collected materials to COUNTY approved Disposal Facility, Recyclables Processing Facility, C&D Facility or Organic Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement. (Sections 4.6 – 4.12)	$5,000.00 first failure. $25,000.00 eaach subsequent failure.
o.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day. (Various Sections)	$1,000.00 for each route not completed.
p.	Failure to replace Used Oil and Used Oil Filter Containers within three (3) Work Days of notification of need for replacement in excess of five (5) occurrences per quarter. (Various Sections)	$150.00 per incident per day.
q.	Changing routes without proper notification to COUNTY or Customers as appropriate. (Section 13.2)	$500.00 per incident per day.
r.	Failure to timely conduct Route Audits. (Section 13.3)	$150.00 per incident per day.
s.	Failure to display CONTRACTOR'S name and toll-free customer service phone number on Collection vehicles, Bins and other Containers. (Sections 14.5 - 14.7)	$100.00 per incident per day.
t.	Failure to maintain equipment, vehicles, Carts, Bins and other containers in a clean, safe, and sanitary manner including the removal of graffiti. (Article 14)	$100.00 per incident per day.
u.	Failure to properly cover materials in Collection vehicles. (Section 14.13)	$300.00 per incident.
v.	Failure to have CONTRACTOR personnel in proper uniform or with proper identification (Section 15.3)	$100.00 per incident per day.
w.	Failure to have a vehicle operator properly licensed. (Section 15.4)	$500.00 per incident per day.
x.	Failure to maintain office hours. (Section 17.1.1)	$100.00 per incident per day.
y.	Failure to provide a Spanish speaking Customer Service Representative. (Section 17.3)	$150.00 per incident per day.
z.	Failure to meet the Customer call requirements.	$150.00 per incident.

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	(Sections 17.4)	
aa.	Failure to provide documents and reports in a timely manner. (Article 23 and Exhibit 7)	$250.00 per incident per day.
bb.	Failure to provide accurate documents and reports. (Section 20.3 and Exhibit 7)	$250.00 per incident.
cc.	Failure to correct submittal of inaccurate data within three (3) Work Days (or such other agreed to time) of notification by COUNTY. (Article 20).	$500.00 per incident per day.
dd.	Failure to obtain any approval, consent or approval of COUNTY or to notify COUNTY when required. (Various Sections)	$250.00 per failure / per day.
ee.	Failure to cure non-compliance with the provisions of this Agreement in the manner and time set forth in this Agreement. (Various Sections)	$150.00 per incident per day.
ff.	Failure to provide HAZWOPER First Responder, Awareness Level training. (Section 15.7)	$1,000.00 per employee per incident.

21.4 Procedure for Assessing Liquidated Damages.

21.4.1 COUNTY may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints. During the first sixty (60) days of the term of this Agreement, COUNTY will allow CONTRACTOR up to five (5) Work Days to cure certain events related to the provision of Collection Services prior to assessing liquidated damages as set forth herein. However, no such consideration shall be given to events that include improper commingling of materials or failure to deliver materials to designated facilities. COUNTY must make a claim for liquidated damages within 60 days of the underlying event.

21.4.2 Prior to assessing liquidated damages, COUNTY shall give CONTRACTOR notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. CONTRACTOR may review (and make copies at its own expense) all information in the possession of COUNTY relating to incident(s)/non-performance. CONTRACTOR may, within ten (10) Work Days after receiving notice, request a meeting with COUNTY to present evidence regarding the accuracy of the facts related to the incident. If a meeting is requested, it shall be held by the Contract Administrator or his/her designee. CONTRACTOR may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The Contract Administrator or designee will provide CONTRACTOR with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the Contract Administrator or designee may be appealed to the COUNTY Board. The decision of the COUNTY Board shall be final and CONTRACTOR shall have been deemed to have exhausted its administrative remedies and can thereafter challenge the decision of

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the County Board in the Superior Court of the County of Monterey, State of California.

21.4.3 COUNTY may assess liquidated damages for each calendar day or event, as appropriate, CONTRACTOR is determined to be liable in accordance with this Agreement.

21.4.4 CONTRACTOR shall pay any liquidated damages assessed by COUNTY within ten (10) Work Day days after they are assessed. If they are not paid within the ten (10) day period, COUNTY may proceed against the letter of credit or performance bond required by the Agreement or terminate the franchise granted by this Agreement, or both.

22. **Compliance with Laws and Permits**.

22.1. Compliance with Law. CONTRACTOR shall comply, at its own expense, fully and faithfully with all local, state, and federal laws, ordinances, regulations and permit requirements, including the COUNTY Code as may be amended from time to time, applicable to its performance under this Agreement, or in any way related to CONTRACTOR'S performance of the services required under this Agreement.

22.2. Permits, Authorizations, and Licenses. CONTRACTOR shall obtain, and shall maintain throughout the term of this Agreement, at CONTRACTOR'S sole expense, all necessary permits, licenses, inspections, and approvals required for CONTRACTOR to perform all the work and services agreed to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall show proof of such permits, licenses, or approval and shall demonstrate compliance with the terms and conditions of such permits, license, or approvals upon request of COUNTY.

23. **Independent Contractor**.

23.1. In the performance of services pursuant to this Agreement, CONTRACTOR shall be an independent contractor and not an officer, agent, servant or employee of COUNTY. CONTRACTOR shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its officers, employees, agents, contractors or subcontractors shall obtain any right to retirement benefits, workers compensation benefits, or any other benefits which accrue to COUNTY employees. CONTRACTOR expressly waives any claim it may have or acquire to such benefits.

24. **Default of Agreement**.

24.1. Termination. COUNTY may cancel this Agreement, except as otherwise provided below in this Article, by giving CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in Section 31.5, upon the occurrence of any one of the following events:

24.1.1. Insolvency. CONTRACTOR takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a petition or answer seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or

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consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

24.1.2. Bankruptcy. By order or decree of a Court, CONTRACTOR is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of CONTRACTOR, seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall become null, void and of no effect, unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

24.1.3. Receivership. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of CONTRACTOR, and such possession or control continues in effect for a period of sixty (60) calendar days; or

24.1.4. Refusal to pay liquidated damages. CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the liquidated damages or other monies due COUNTY and said default is not cured within thirty (30) calendar days of receipt of written notice by COUNTY to do so; or

24.1.5. Final Judgment Unsatisfied. CONTRACTOR has defaulted by allowing any final judgment for the payment of money to COUNTY stand against it unsatisfied and said default is not cured within thirty (30) calendar days of entry of judgment or receipt of written notice by COUNTY to do so, whichever date occurs earlier; or

24.1.6. Failure to Perform. CONTRACTOR has failed or refused to perform or observe the terms, conditions or covenants in this Agreement, including satisfactory compliance with the requirements of the service levels prescribed herein, or any of the rules and regulations promulgated by COUNTY pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto and; said default is not cured within thirty (30) calendar days of receipt of written notice by COUNTY to do so; or, if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by CONTRACTOR of written demand from COUNTY to do so, CONTRACTOR fails to commence the remedy of such default within said thirty
(30) calendar days following such written notice or having so commenced, fails thereafter to diligently pursue a cure to the default.

24.2. Performance Bond or Letter of Credit. In the event that the monies due COUNTY under Section 24.1.4 above or an unsatisfied final judgment under Section 24.1.5 above is the subject of a judicial proceeding, COUNTY may, at its option call the performance bond or letter of credit, or hold CONTRACTOR in default of this Agreement. All bonds shall be in the form acceptable to the COUNTY Attorney; or

24.3. Burden of Proof. In any dispute concerning failure to remedy or diligence in pursuing a cure, CONTRACTOR shall have the burden of proof to demonstrate: (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time.

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24.4. Interim Collection Services. In the event CONTRACTOR fails, for reasons other than Force Majeure, to provide Collection Services for a period of three (3) consecutive Work Days, on the fourth (4th) Work Day, COUNTY may secure CONTRACTOR'S equipment, records and other property used or useful in providing Collection Services under this Agreement in order to provide interim Collection Services until such time as the matter is resolved and CONTRACTOR is again able to perform pursuant to this Agreement. If CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) calendar days all liability of COUNTY under this Agreement to CONTRACTOR shall cease and this Agreement may be deemed terminated by COUNTY, and COUNTY shall retain equipment, records and other property used in providing Collection Services on an interim basis until COUNTY has made other suitable arrangements for the provision of Collection Services, which may include award of this Agreement to another contractor.

24.5. Business Records. In the event that the Agreement is terminated, CONTRACTOR shall furnish COUNTY with immediate access to all of its business records related to its Customer and billing accounts for Collection Services.

24.6. Effective Date. In the event of any of the events specified above, and except as otherwise provided in this Article, termination shall be effective upon the date specified in COUNTY'S written notice to CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of COUNTY under this Agreement to CONTRACTOR shall cease, and COUNTY shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors for the Services specified in this Agreement. For failure to perform under the terms of this Agreement, CONTRACTOR shall reimburse COUNTY all direct and indirect costs of providing interim Collection Services.

24.7. Immediate Termination. COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond or letter of credit as required by this Agreement, CONTRACTOR fails to obtain or maintain insurance policies and/or endorsements as required by this Agreement, or CONTRACTOR fails to provide the proof of insurance as required by this Agreement.

24.8. Termination Cumulative. COUNTY'S right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

25. **Assignment**.

25.1. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by CONTRACTOR without the express written consent of COUNTY. COUNTY shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by CONTRACTOR. Any assignment of this Agreement made by CONTRACTOR without the express written consent of COUNTY shall be null and void and shall be grounds for COUNTY to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to CONTRACTOR. Upon the date of such notice, this Agreement shall be deemed immediately terminated. Upon such termination all liability of COUNTY under this Agreement to CONTRACTOR shall cease. COUNTY shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors, or any other person or company for the service which is the subject of this Agreement.

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In the event of any assignment approved by COUNTY, the assignee shall fully assume all the duties, responsibilities and liabilities of CONTRACTOR set forth in this Agreement.

25.2. The use of a subcontractor to perform services under this Agreement shall not constitute delegation of CONTRACTOR'S duties provided that CONTRACTOR has received prior written authorization from the Contract Administrator to subcontract such services and the Contract Administrator has approved a subcontractor who will perform such services. CONTRACTOR shall be responsible for directing the work of CONTRACTOR'S subcontractors and any compensation due or payable to CONTRACTOR'S subcontractor shall be the sole responsibility of CONTRACTOR. The Contract Administrator shall have the right to require the removal of any approved subcontractor for reasonable cause.

25.3. For purposes of this Article when used in reference to CONTRACTOR, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of at least fifty- one percent (51%) of CONTRACTOR'S assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of CONTRACTOR to a third party provided said sale, exchange or transfer results in a change of control of CONTRACTOR (with control being defined as ownership of more than fifty percent (50%) of CONTRACTOR'S voting securities); (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, subcontracting or lease-back payments, or other transaction which results in a change of control of CONTRACTOR; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of CONTRACTOR'S property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of control of CONTRACTOR.

25.4. CONTRACTOR acknowledges that this Agreement involves rendering a vital service to COUNTY'S residents and businesses, and that COUNTY has selected CONTRACTOR to perform the services specified herein based on (i) CONTRACTOR'S experience, skill and reputation for conducting its Solid Waste Collection Services in a safe, effective and responsible fashion, at all times in keeping with applicable environmental laws, regulations and best Solid Waste Collection Service practices, and (ii) CONTRACTOR'S financial resources to maintain the required equipment and to support its indemnity obligations to COUNTY under this Agreement. CONTRACTOR acknowledges that COUNTY has relied on each of these factors, among others, in choosing CONTRACTOR to perform the services to be rendered by CONTRACTOR under this Agreement.

26. **Indemnities, Insurance, Bonds**.

26.1. Insurance.

26.1.1. Coverage Requirements. Without limiting its Indemnities, CONTRACTOR will secure and maintain insurance coverage meeting the following requirements. CONTRACTOR may use a combination of primary and excess insurance coverage to satisfy these requirements. If CONTRACTOR fails to fully satisfy the Coverage

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Requirements set forth in this Article 26, CONTRACTOR agrees that it shall be liable for any loss, injury, damage, attorney's fees or defense costs, or expenses, that the COUNTY incurs that would have been insurable under the required coverages, if such coverages were obtained. CONTRACTOR further agrees that any failure of the COUNTY to verify the placement and continued existence of all insurance required under this Article 26, or the COUNTY'S knowledge that such requirements are not fully satisfied, shall not be considered a waiver of such requirements, or in any way alter CONTRACTOR'S obligations to provide such coverages, unless the Coverage Requirements have been amended in a writing properly executed by both the COUNTY and CONTRACTOR.

26.1.1.1. CONTRACTOR further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance required within Article 26 shall each include provisions, either by blanket endorsement(s), or by specific endorsement(s), satisfying the following requirements to be documented pursuant to Section 26.1.4.2:

26.1.1.1.1. "The County of Monterey, and its agents, officers, and employees" shall be an additional insured under an ISO CG 2010 form, or a functional equivalent;

26.1.1.1.2. all such insurance shall include a waiver of any subrogation rights of that insurer against "The County of Monterey, and its agents, officers, and employees"; and

26.1.1.1.3. all such insurance shall contain provisions that the insurance is primary and noncontributing with any other insurance or self-insurance programs maintained by the County of Monterey, and its agents, officers, and/or employees.

26.1.1.2. CONTRACTOR further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance required within this Section 26 shall each include provisions that make the CONTRACTOR responsible for the payment of any deductible or self-insured retention such that the County of Monterey and its agents, officers, and employees shall be entitled to a dollar-one defense and indemnity as additional insureds.

26.1.1.3. In addition, to the extent that any primary or excess liability policy issued to CONTRACTOR with limits of liability in excess of the minimum limits stated below provides coverage to an additional insured to the extent required by contract, this contract shall be construed to obligate CONTRACTOR to obtain additional insured protection for the COUNTY under that/those policy(ies).

26.1.1.4. General Liability Insurance written on ISO policy form CG 00 01 (occurrence) or its equivalent (and not CG 00 02 claims made) with limits of not less than the following:

General Aggregate:	$6 million
Products/Completion Operations Aggregate:	$6 million
Personal and Advertising Injury:	$5 million
Each Occurrence:	$5 million

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The general liability policy must provide coverage for liability assumed under an insured contract.

26.1.1.5. Pollution Legal Liability Coverage with a limit of not less than $10 million per occurrence, including any deductible or self-insured retention, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) that arise or are alleged to arise from pollution conditions related to CONTRACTOR'S performance of its obligations under this Agreement, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims. For the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The liability coverage for pollution must provide contractual liability coverage.

26.1.1.6. Automobile Liability Coverage

26.1.1.6.1. written on ISO policy forms CA 00 12 pr CA 00 20 (or their equivalent) with a limit of liability not less than $10 million for each accident, including any deductibles or self-insured retentions;

26.1.1.6.2. endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, unless such coverage is otherwise provided under the Pollution Legal Liability Coverage; and

26.1.1.6.3. covering all Vehicles (any auto).

If CONTRACTOR is subject to federal regulations, CONTRACTOR also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.

26.1.1.7. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits required by the California Labor Code or by any other state labor law, and for which CONTRACTOR is responsible, and Employers' Liability coverage with limits of not less than the following:

Each accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

If CONTRACTOR fails to secure and maintain any insurance required by this Agreement, at its sole option COUNTY may secure and maintain that insurance at its expense and CONTRACTOR will pay COUNTY the COUNTY'S reimbursement costs

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therefore. This remedy is in addition to COUNTY'S right to declare a Default and terminate the Agreement under Article 24.

26.1.2. Insurer Qualifications. CONTRACTOR will secure insurance provided by an insurer that is acceptable to the COUNTY, is an admitted company in California, has a size category of VII or larger by A.M. Best Company, Inc., and has a rating of A or better by A.M. Best Company, Inc. unless COUNTY provides written authorization to amend this requirement.

26.1.3. Insurance Coverage Requirements for Subcontractors. For each subcontractor performing Collection Services, CONTRACTOR shall be responsible for determining, and for providing evidence to the COUNTY upon its request, that either: 1) CONTRACTOR is maintaining insurance required by this Section protecting CONTRACTOR and COUNTY interests against liabilities caused by the acts, errors or omissions of the subcontractor, or 2) the subcontractor is maintaining that insurance itself.

26.1.4. Evidence of Coverage. CONTRACTOR will provide certificates of insurance and endorsements required within this agreement1) on or before the Agreement execution date, 2) Promptly upon renewal of policies, and 3) within ten (10) Work Days of COUNTY'S request.

26.1.4.1. Certificates of Insurance. CONTRACTOR will provide certificates containing at a minimum, the following information with respect to CONTRACTOR and any subcontractor:

26.1.4.1.1. Agreement name: explicitly identify this Agreement (for example, UNDER DESCRIPTION OF OPERATIONS), and if necessary to secure contractual liability coverage as an "insured contract" or otherwise, include a schedule or endorsement that specifically identifies this Agreement;

26.1.4.1.2. Types, policy numbers, policy effective / expiration dates and limits: explicitly reference each type and corresponding limit of coverage required under this Agreement, together with identification of each required ISO policy form or confirmation of its equivalency to ISO policy forms required under this Agreement (such as "auto liability ISO form CA 00 12"). Where the Agreement does not require a specific ISO policy form, the certificate of insurance must specifically reference the required type of coverage (such as "pollution liability" under TYPE OF INSURANCE – OTHER) together with a summary description of its coverage (such as "pollution conditions caused by transported cargo" under SPECIAL PROVISIONS);

26.1.4.1.3. Thirty (30) days' cancellation notice: contain the express condition that COUNTY must be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

26.1.4.1.4. Deductibles and self-insured retentions: Upon COUNTY request, CONTRACTOR will provide a letter of credit, certificate of deposit or other financial assurance acceptable to COUNTY guaranteeing payment of all retained losses and related costs and expenses related to

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investigations, claims administrations, and legal defense. The letter of credit or certificate of deposit must be provided by a bank satisfactory to COUNTY; and

26.1.4.1.5. Claims made: if any insurance coverage is written on a claims-made form (such as pollution liability), evidence that the "retro date" is before the Agreement execution date. CONTRACTOR must maintain that coverage for at least five (5) years after the termination date. Promptly upon COUNTY request, CONTRACTOR must provide COUNTY with evidence of that coverage. THIS PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT. CONTRACTOR shall continue to be responsible for having the COUNTY designated as an additional insured on all such policies.

26.1.4.2. Endorsements. CONTRACTOR must provide copies of the following endorsements or other documentation with respect to CONTRACTOR and any Subcontractor satisfactory to COUNTY; 1) additional insured endorsement to each liability policy, explicitly adding COUNTY and its "officers, agents, and employees" as additional insured; 2) waiver of subrogation; and 3) insurance is primary and not contributing with any other Insurance or self-insurance programs maintained by COUNTY and its officers and employees.

26.1.5. Notice of claims. If any Person makes a claim in connection with the performance of the work agreed upon in this contract against CONTRACTOR or any subcontractor exceeding the amount of any deductibles or self-insured retentions, CONTRACTOR will promptly notify COUNTY of the claim.

26.2. CONTRACTOR Indemnity, Defense and Release.

26.2.1. General. CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the CONTRACTOR'S performance of its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, except to the extent such claims, liabilities, or losses arise out of the negligence, willful misconduct or breach of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors. Notwithstanding anything to the contrary in the forgoing provision, the indemnity obligations of CONTRACTOR herein shall not in any way extend to indemnifying and/or defending the COUNTY for or against any claim, liability, damages, liens, penalties, or any costs or obligations whatsoever arising from, or related to, the COUNTY'S setting of rates or fees under this Agreement in connection with Proposition 218, Article XIIIC and Article XIIID of the California Constitution.

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26.2.2. Reimbursement of Enforcement Costs. If CONTRACTOR fails to pay any Indemnities and that failure results in any costs to COUNTY, within fifteen (15) days of COUNTY'S request, CONTRACTOR will pay COUNTY'S reimbursement costs for those costs.

26.2.3. Indemnity From Employee Dishonesty. If any payments received by CONTRACTOR from Customers are lost, embezzled, or are otherwise improperly diverted as a result of the dishonesty of any employee of CONTRACTOR, before CONTRACTOR delivers the required remittance to the COUNTY from such payments, then CONTRACTOR shall not be relieved of its responsibility to make such remittances to the COUNTY, and CONTRACTOR shall indemnify and make whole the COUNTY from any such losses.

27. **Performance Bond**.

27.1. Performance Bond. CONTRACTOR shall furnish, and keep current during the term of this Agreement, a performance bond to ensure performance of this Agreement and each and every condition of this Agreement in a form acceptable to COUNTY no more than thirty (30) days after execution of this Agreement. The performance bond shall be equal to Five Million Dollars ($5,000,000) and remain in force for the duration of this Agreement. The premium for the bond described above shall be paid by CONTRACTOR. The Surety or Sureties shall be a company or companies satisfactory to COUNTY and shall be duly authorized to conduct business in the State ofCalifornia.

27.2. Letter of Credit. As an alternative to the performance bond required by Section 27.1, CONTRACTOR may provide for the issuance of an irrevocable standby letter of credit in the amount of Five Million Dollars ($5,000,000) by a bank approved by COUNTY in its sole discretion (the "Bank"), for the benefit of COUNTY. The letter of credit must authorize the beneficiary COUNTY to draw, in one or more drawings, not less than Five Million Dollars ($5,000,000) at the sole discretion of COUNTY.

27.2.1. THIS SECTION WILL SURVIVE THE TERMINATION OF THE AGREEMENT. The form of the letter of credit, including the procedures for and place of demand for payment and drawing certificate attached thereto, must be in a form acceptable to COUNTY. The letter of credit must be transferable to any successor or assign of COUNTY.

28. **COUNTY Right to Perform Service**.

28.1. Right to Perform. In the event CONTRACTOR, for any reason whatsoever, fails, refuses, or is unable to Collect, transport, or Dispose of any or all Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris which is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result thereof, any or all of these materials should accumulate in COUNTY to such an extent, in such a manner, or for such a time that COUNTY should find that such accumulation endangers or menaces the public health, safety, or welfare or upon CONTRACTOR default as set forth in Article 24, then COUNTY shall have the right, even if CONTRACTOR is not in breach of this Agreement, but not the obligation, upon twenty-four (24) hours prior written notice to CONTRACTOR during the period of such emergency as determined by COUNTY, (i) to perform, or cause to be performed, such services itself with its own or other personnel and equipment without liability to CONTRACTOR; and/or (ii) to take possession of any or all

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of CONTRACTOR owned equipment or licensed equipment and utilize other property owned by CONTRACTOR (except if used by CONTRACTOR for customers in other jurisdictions) used or useful in the Collection, transportation, and Disposal or processing of Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris and to use such property to Collect, transport, and Dispose any Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E- Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris generated within the Service Area which CONTRACTOR would otherwise be obligated to Collect, transport, and properly Dispose or process pursuant to this Agreement. In such an event, CONTRACTOR shall immediately make available to COUNTY a listing and description, including street names, of all Collection Service Collection routes.

28.2. CONTRACTOR'S Notice. Notice of CONTRACTOR'S failure, refusal, or neglect to Collect, transport, and properly Dispose or process Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris may be given verbally by telephone to CONTRACTOR at its principal office and shall be effective immediately. Written confirmation of such verbal notification shall be sent to CONTRACTOR within twenty-four (24) hours of the verbal notification.

28.3. CONTRACTOR further agrees in such event:

28.3.1. It will take direction from COUNTY to effect the transfer of possession of equipment and property to COUNTY for COUNTY'S use.

28.3.2. It will, if COUNTY so requests, keep in good repair and condition all of such equipment, provide all such equipment all with fuel, oil, and other service, and provide such other service as may be necessary to maintain said property in operational condition.

28.3.3. Subject to any labor agreements then in effect, COUNTY may immediately engage all or any personnel necessary or useful for the Collection and transportation of Solid Waste, Recyclables, Organic Waste, Christmas Trees, Bulky Items, Construction and Demolition Debris and/or other materials, including, if COUNTY so desires, employees previously or then employed by CONTRACTOR. CONTRACTOR further agrees, if COUNTY so requests, to furnish COUNTY the services of any or all management or office personnel employed by CONTRACTOR whose services are necessary or useful for the provision of Collection Services and for the billing and Collection of fees for these services.

28.3.4. COUNTY agrees it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

28.3.5. If the interruption or discontinuance in service is caused by reason of Force Majeure as described herein, COUNTY shall pay to CONTRACTOR the reasonable rental value of equipment, possession of which is taken by COUNTY, for the period of COUNTY'S possession, if any, which extends beyond the period of time for which CONTRACTOR has rendered bills in advance of service, for the class of service involved. In any other circumstance where COUNTY provides service under this Article, COUNTY shall have no liability to CONTRACTOR and COUNTY will have all of the other remedies available to it under this Agreement or by law.

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28.4. Temporary Possession of CONTRACTOR'S Equipment and Personnel. If COUNTY suffers an interruption or discontinuance of service, COUNTY may take possession of and use all of CONTRACTOR'S equipment and personnel described above until other suitable arrangements can be made for the provision of Collection Services which may include the grant of a franchise to another company.

28.5. Billing and Compensation to COUNTY During COUNTY'S Possession. During such time as COUNTY is providing Collection Services, as above provided, CONTRACTOR shall bill and collect payment from all users of the above-mentioned services. CONTRACTOR further agrees that, in such event, it shall reimburse COUNTY for any and all costs and expenses incurred by COUNTY in taking over possession of the above-mentioned equipment and property for Collection Services in such manner and to an extent as would otherwise be required of CONTRACTOR under the terms of this Agreement. Such reimbursement shall be made from time to time after submission by COUNTY to CONTRACTOR of each statement listing such costs and expenses, but in no event later than five (5) Work Days from and after each such submission.

28.6. COUNTY'S Right to Relinquish Possession. It is further mutually agreed COUNTY may, at any time, at its discretion, relinquish possession of any or all of the abovementioned equipment or personnel to CONTRACTOR and thereupon demand CONTRACTOR resume Collection Services as provided in this Agreement, whereupon CONTRACTOR shall be bound to resume the same.

28.7. COUNTY'S Possession Not a Taking. COUNTY'S exercise of its rights under this Article (i) does not constitute a taking of private property for which compensation must be paid; (ii) will not create any liability on the part of COUNTY to CONTRACTOR; and (iii) does not exempt CONTRACTOR from the indemnity provisions of this Agreement, which are meant to extend to circumstances arising under this Section, provided CONTRACTOR is not required to indemnify COUNTY against claims and damages arising from the negligence of COUNTY, its elective and appointive boards, commissions, officers, employees, agents and volunteers in the operation of Collection Service vehicles during the time COUNTY has taken possession of such Collection Service vehicles.

28.8. Duration of COUNTY'S Possession. COUNTY'S right pursuant to this Article to retain temporary possession of CONTRACTOR'S facilities and equipment and to render Collection Services shall terminate when COUNTY determines such services can be resumed by CONTRACTOR, or when COUNTY no longer reasonably requires such property or equipment. In any case, COUNTY has no obligation to maintain possession of CONTRACTOR'S property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to CONTRACTOR.

29. **Strikes and Similar Labor Actions**.

29.1. Strikes. In the event of a strike or similar labor action, but not including a lockout as set forth in Section 29.2 below, whereby employees of CONTRACTOR refuse to perform work for CONTRACTOR at normally anticipated levels or efficiency (a "strike") which affects the ability of CONTRACTOR to provide Collection Services within the Service Area in accordance with this Agreement, the following guidelines shall apply:

29.1.1. In conjunction with the execution of this Agreement, CONTRACTOR has discussed with COUNTY a strike contingency plan. From time to time during the term of this Agreement, CONTRACTOR and COUNTY shall meet to discuss changes to the strike contingency plan.

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29.1.2. Within twelve (12) hours of notification to CONTRACTOR by labor that it has authorized a strike, CONTRACTOR shall notify Contract Administrator, by phone and email.

29.1.3. Within three (3) Work Days of a strike, if CONTRACTOR is not providing Collection Services in accordance with normal scheduled pick ups, CONTRACTOR shall meet with COUNTY to develop a strike implementation plan.

29.1.4. Within five (5) Work Days of a strike, if CONTRACTOR is not providing Collection Services in accordance with the normal schedules and volumes set forth in this Agreement, or the schedules and volumes in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY, COUNTY shall have the right, but not the obligation, to bring in outside forces to provide Collection Services which are not being provided by CONTRACTOR and charge CONTRACTOR for the reasonable direct and indirect expenses (including administrative and overhead) incurred by COUNTY in this regard.

29.1.5. Within ten (10) Work Days of a strike, CONTRACTOR is to use commercially reasonable efforts to bring in alternate work forces and provide Collection Services in accordance with the normal schedules and volumes set forth in this Agreement, or the schedules and volumes in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY.

29.1.5.1. In the event CONTRACTOR'S alternate work force is unable to provide Collection Services in accordance with the normal schedules, volumes and routing set forth in this Agreement, or the schedules, volumes and routing in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY, COUNTY shall have the right, but not the obligation, to bring in outside forces to provide Collection Services which are not being provided by CONTRACTOR and charge CONTRACTOR for the reasonable direct and indirect expenses (including administrative and overhead) incurred by COUNTY in this regard.

29.1.6. In the event COUNTY elects to retain its own work force, COUNTY shall discuss the alternatives with CONTRACTOR before retaining such work force. Once COUNTY retains its own work force, COUNTY shall periodically, but not more often than weekly, invoice CONTRACTOR for the reasonable direct and indirect expenses of retaining such outside services and CONTRACTOR shall reimburse COUNTY for such expenses within ten (10) Work Days of invoice. COUNTY shall have the right to charge CONTRACTOR interest on invoices which are unpaid after ten (10) Work Days at the rate of one and one half (1.5%) percent per month (not compounded).

29.1.6.1. In the event of a strike, regardless of when and what level a replacement work force is deployed by CONTRACTOR, CONTRACTOR shall not be subject to liquidated damages for the first ten (10) Work Days following the actual strike.

29.1.7. After thirty (30) calendar days, if there is a continuing failure to perform Collection Services, such failure to perform shall be considered a default under Article 24 and COUNTY can cancel this Agreement between COUNTY and CONTRACTOR. In such an event, COUNTY shall not waive its right to seek damages from CONTRACTOR for any increase in cost of Collection incurred by COUNTY as a

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result of the breach of this Agreement by CONTRACTOR and the consequential election by COUNTY to cancel this Agreement and move forward with Collection Services alternatives.

29.2. Lockout. The provisions of Section 29.1 shall not apply in the event of a lockout by CONTRACTOR. During such lockout period, CONTRACTOR shall be required to comply with all requirements of this Agreement and shall be subject to all provisions of this Agreement for non-compliance without exception and specifically including liquidated damages and default.

30. **Transition to Next Contractor**.

30.1. Transition. In the event CONTRACTOR is not awarded an agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with COUNTY and any subsequent contractors to assure a smooth transition of Collection Services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of SFD, MFD and Commercial Customers; providing a complete inventory of all Carts, Bins, Compactors, and Roll-off Containers; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to remove or, to the extent required under the terms of this Agreement, transfer ownership of Carts, Bins, Compactors, and Roll-Off Containers as appropriate to COUNTY; including transporting such containers to a location designated by the Contract Administrator; coordinating Collection of materials set out in new Containers if new Containers are provided for a subsequent Agreement and providing other reports and data required by this Agreement.

31. **General Requirements**.

31.1. Successors and Assigns. This Agreement will inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. The parties understand and agree that any Assignment of this Agreement shall be subject to Article 25 of this Agreement.

31.2. Compliance with Laws, Regulations, Ordinances and JPA Agreement. CONTRACTOR hereby agrees to abide with all applicable federal, state, and local laws, ordinances, and regulations. It is understood by CONTRACTOR that COUNTY has enacted local ordinances and is a member of two JPA's which have executed JPA Agreements for affecting a refuse control program. It is the responsibility of CONTRACTOR to become familiar with such federal and state laws and regulations and local ordinances and the JPA Agreements. The parties understand and agree that if any provision of federal or state law, local ordinances or the JPA Agreements are in conflict with this Agreement, state and federal laws and regulations, and local ordinances shall be the governing factor in regard to performance of this Agreement. COUNTY and CONTRACTOR agree that COUNTY has made a good faith effort to incorporate all material requirements of the current JPA Agreements into the provisions of this Agreement. In the event future changes or additions to state or federal laws or regulations, or local ordinances, or the JPA Agreements affect the performance of Collection Services as set forth in this Agreement, such changes or additions shall be considered modifications to this Agreement as set forth in Article 19 of this Agreement.

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31.3. Nondiscrimination. CONTRACTOR hereby agrees to abide by all local, state and federal laws and regulations pertaining to discrimination in employment including that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, political affiliations or any other non-merit based factors, be subject to discrimination under this Agreement.

31.4. Access to Records. CONTRACTOR shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data or records relating to CONTRACTOR'S obligation under this Agreement, by the Fair Employment Practices Commission, to COUNTY or any appropriate employee, department, or agent designated by the Fair Employment Practices Commission or by COUNTY respectively, for the purpose of investigating Contractor's compliance with the California Fair Employment Practices Act in connection with this Agreement.

31.5. Notices. Any and all notices to be given under this Agreement, or which any party may desire to give to another, shall be in writing. Said notices shall be deemed to have been duly given on the date of personal delivery to the other party's place of business as designated below, as may be changed from time to time by written notice, or on the third day following deposit in the mail in the County of Monterey, California, said deposit to be by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below.

31.5.1. If to CONTRACTOR, notices required to be given by COUNTY to CONTRACTOR will be deemed received by CONTRACTOR upon being deemed "delivered" according to the provisions of this Section. Notice of Breach by COUNTY to CONTRACTOR may be given to CONTRACTOR verbally or by telephone at the principal office if confirmed in writing and delivered in person or by facsimile by noon the following day.

31.5.2. Notice to CONTRACTOR shall be addressed to the following addresses, as indicated:

Name:	District Manager
Company:	USA Waste of California, Inc.
Address:	11240 Commercial Parkway, Castroville, CA95012
Telephone:	831-796-2224
Email:	ramaro@wm.com
And	
Name:	Area Vice President
Company:	Waste Management
Address:	1333 E. Turner Road, Lodi, CA 95240
Telephone:	775-326-2313
and	
Name:	Legal Counsel
Company:	Waste Management
Address:	222 S. Mill Avenue, Suite 301, Tempe, AZ 85281

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Telephone:

Email: jbohn@wm.com

31.5.3. If to COUNTY, to the name and address as indicated below:

Name: Elsa Mendoza Jimenez, Director of Health Services

Company: County of Monterey

Address: 1270 Natividad Road, Salinas, CA 93906

Telephone: 831-755-4621

Email: jimenezem@countyofmonterey.gov

Either party may designate a different mailing address or a different facsimile number or telephone number by providing written notice to the other party as provided in this Section.

31.5.4. Notice by COUNTY to CONTRACTOR of a missed pick-up or a Customer problem or complaint may be given to CONTRACTOR verbally, by telephone at CONTRACTOR'S local office with written confirmation sent by facsimile or U.S. mail within twenty-four (24) hours of the verbal notification.

31.6. Severability. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

31.7. No Use of COUNTY Name. CONTRACTOR will not do business as or use a corporate, partnership, venture or other formal name, containing the name of COUNTY or implying government ownership.

31.8. Entire Agreement; Incorporation of Exhibits. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties understand and agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or unreferenced agreements, whether verbal or written. This Agreement and Exhibits 1-11, attached hereto and incorporated by this reference as though fully set forth herein represent the entire agreement of COUNTY and CONTRACTOR with respect to the services to be provided under this Agreement. No prior written or verbal statement or proposal shall alter any term or provision of this Agreement.

31.9. Modification, Amendment or Rescission. This Agreement may be amended, modified, or rescinded by a written agreement between CONTRACTOR and COUNTY which is executed by their authorized representatives.

31.10. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the parties and their representatives, successors, and permitted assigns.

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31.11. Advice of Counsel/Negotiated Agreement. Each of the parties has received the advice of legal counsel prior to signing this Agreement. The parties understand and agree that no provision or provisions of this Agreement may be subject to any rule of construction based upon any party being considered the party "drafting" this Agreement.

31.12. Interpretation. This Agreement shall be interpreted and construed reasonably in light of the whole Agreement, and shall not be construed either strictly for or against either party, regardless of the degree to which either party participated in its drafting.

31.13. Headings and Font. Any caption or heading in this Agreement which incorporates Exhibits 1-11 is for convenience of reference and does in any way control or affect the scope, intent, meaning, construction, interpretation or effect of this Agreement. Any underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading and contract administration and does not in any way imply relative importance or unimportance of any provision of this Agreement.

31.14. Waiver. Waiver of any term or condition contained in this Agreement by any party to this Agreement shall be in writing and shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in the Agreement. The subsequent acceptance by COUNTY of any fee, tax, or any other monies which become due from CONTRACTOR to COUNTY shall not be deemed to be a waiver by COUNTY of any breach or violation of any term, covenant, or condition of this Agreement.

31.15. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into this Agreement.

32. **Effective Date**.

32.1. This Agreement shall become effective at such time as it is properly executed by COUNTY and CONTRACTOR, and CONTRACTOR shall begin Collection Services, as covered herein, in the Service Area, as set forth in Exhibit 5, commencing on January 1, 2025.

33. **Execution Of Agreement**.

33.1. Execution in Counterparts. This Agreement may be signed in any number of original counterparts. All counterparts will constitute but one and the same Agreement.

33.2. Authority to Execute.

33.2.1. COUNTY warrants that its officers listed below have been duly authorized to execute this Agreement on its behalf.

33.2.2. CONTRACTOR warrants that the individuals listed below have been duly authorized to execute this Agreement on behalf of CONTRACTOR.

[Signatures following page]

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COUNTY OF MONTEREY
a political subdivision
of the State of California

By: DocuSigned by:
C7A30BA59CA8423...
Elsa Mendoza Jimenez
Director of Health Services

Date: 12/23/2024 | 1:57 PM PST

APPROVED AS TO FORM & LEGALITY:

By: DocuSigned by:
5C29050B5BAC433...

Date: 12/23/2024 | 11:45 AM PST

APPROVED AS TO FISCAL PROVISIONS:

By: DocuSigned by:
Jennifer Forsyth
4E7E65787545 4AE...

Date: 12/23/2024 | 1:50 PM PST

APPROVED AS TO LIABILITY PROVISIONS:

By: _____

Date: _____

USA WASTE OF CALIFORNIA, INC.
DBA CARMEL MARINA CORPORATION

By: DocuSigned by:
2F270A619B004A9...
Alex Oseguera, President

Date: 12/05/2024

By: DocuSigned by:
David Stratton
BE613D4CF38244B...
David Stratton, Vice-President and
Assistant Secretary

Date: 12/04/2024

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EXHIBITS

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Exhibit 1 - Approved Rates and Charges

Effective January 1, 2025

The Board of Supervisors may amend, but not unilaterally reduce, the Rates, whereupon the amended Rates will automatically be deemed to apply to this Agreement without any further action. CONTRACTOR is deemed to have knowledge of applicable law, including such Rate resolutions or ordinances of the County Board. However, for convenience of administering this Agreement the Parties may from time to time amend this Attachment by attaching the most recent dated current Rate resolution or ordinance to this Attachment.

In addition, in accordance with Section 11.21 of this Agreement, if Customer requests Collection Services at a container capacity and/or Collection frequency not provided in the Rates adopted by the Board of Supervisors, following COUNTY Board approval of the Contractor Service Fee Component of that Rate, CONTRACTOR may charge Customer that Rate agreed upon with Customer.

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Monterey County West - MRWMD

Proposed Rates Effective 1/1/2025

Residential Services

Solid Waste*	Monthly Rate	
35 Gallon Solid Waste Service	$47.92	Also includes recycle and organics
64 Gallon Solid Waste Service	$75.08	Also includes recycle and organics
96 Gallon Solid Waste Service	$93.90	Also includes recycle and organics
Legacy 20 Gallon Solid Waste Service**	$43.67	Also includes recycle and organics

*Solid Waste rates include one 64 or 96 gallon recycling and one 64 or 96 gallon organics cart

**Only for legacy customers transitioning to 35 gallon rate by 2026. Not offered to new or existing customers

Additional Solid Waste Carts	Monthly Rate	Additional Recycle Carts	Monthly Rate	Additional Organics Carts	Monthly Rate
35 Gallon Cart	$38.30	35 Gallon Cart	$9.59	35 Gallon Cart	$9.59
64 Gallon Cart	$60.06	64 Gallon Cart	$15.01	64 Gallon Cart	$15.01
96 Gallon Cart	$75.08	96 Gallon Cart	$18.78	96 Gallon Cart	$18.78

Extra Pickups (All Materials)	Rate
35 Gallon Extra Pickup	$35.54
64 Gallon Extra Pickup	$55.70
96 Gallon Extra Pickup	$69.66

Residential Ancillary Services	Rate	Description
Backyard Service - for standard three carts	$35.94	1 cart each, MSW, Recycle, Organics Cart
Backyard Service - per cart if not on standard 3 carts	$12.01	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate
Cart Exchange	$103.22	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	$103.22	one cart per material type at no charge per calendar year
Annual Bulky Pickup	$0.00	One event per year, 5 items
Additional Bulky Pickups	$123.55	In excess of once per year (up to 5 items)
Return for Inaccessible Containers	$82.71	per occurrence if more than 2 times per calendar year
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded
Convenience fee for residential	$1.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

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Monterey County West - MRWMD

Proposed Rates Effective 1/1/2025

Commercial Services

Solid Waste Cart Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
35 Gallon Solid Waste Cart	$35.50	$71.00	$106.51	$142.01	$177.51	$213.01
64 Gallon Solid Waste Cart	$55.25	$110.50	$165.76	$221.01	$276.26	$331.51
96 Gallon Solid Waste Cart	$68.41	$136.81	$205.22	$273.63	$342.04	$410.44
Additional 35 Gallon Solid Waste Cart	$28.40	$56.80	$85.20	$113.60	$142.00	$170.40
Additional 64 Gallon Solid Waste Cart	$44.20	$88.40	$132.60	$176.80	$221.01	$265.21
Additional 96 Gallon Solid Waste Cart	$54.71	$109.41	$164.12	$218.83	$273.54	$328.24

Solid Waste Bin Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Bin	$129.73	$259.46	$389.19	$518.92	$648.65	$778.38
1.5 Yard Solid Waste Bin	$172.26	$344.51	$516.77	$689.03	$861.29	$1,033.54
2 Yard Solid Waste Bin	$199.78	$399.56	$599.34	$799.12	$998.90	$1,198.68
3 Yard Solid Waste Bin	$299.68	$599.36	$899.04	$1,198.72	$1,498.40	$1,798.08
4 Yard Solid Waste Bin	$384.06	$768.11	$1,152.17	$1,536.22	$1,920.28	$2,304.34
6 Yard Solid Waste Bin	$552.69	$1,105.38	$1,658.08	$2,210.77	$2,763.46	$3,316.15
8 Yard Solid Waste Bin	$705.79	$1,411.57	$2,117.36	$2,823.14	$3,528.93	$4,234.72

Solid Waste Compactor Services - Customer Owned	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Compactor	$259.46	$518.92	$778.38	$1,037.84	$1,297.30	$1,556.76
2 Yard Solid Waste Compactor	$399.57	$799.14	$1,198.71	$1,598.28	$1,997.85	$2,397.42
3 Yard Solid Waste Compactor	$599.35	$1,198.70	$1,798.05	$2,397.40	$2,996.75	$3,596.10
4 Yard Solid Waste Compactor	$768.11	$1,536.22	$2,304.34	$3,072.45	$3,840.56	$4,608.67
5 Yard Solid Waste Compactor	$936.75	$1,873.50	$2,810.24	$3,746.99	$4,683.74	$5,620.49
6 Yard Solid Waste Compactor	$1,105.38	$2,210.77	$3,316.15	$4,421.54	$5,526.92	$6,632.30
7 Yard Solid Waste Compactor	$1,258.48	$2,516.96	$3,775.43	$5,033.91	$6,292.39	$7,550.87
8 Yard Solid Waste Compactor	$1,411.57	$2,823.14	$4,234.72	$5,646.29	$7,057.86	$8,469.43

Recycle Cart Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
35 Gallon Recycle Cart	$31.95	$63.91	$95.86	$127.82	$159.77	$191.72
64 Gallon Recycle Cart	$49.73	$99.45	$149.18	$198.90	$248.63	$298.35
96 Gallon Recycle Cart	$61.56	$123.13	$184.69	$246.25	$307.82	$369.38
Additional 35 Gallon Recycle Cart	$25.36	$50.72	$76.08	$101.44	$126.80	$152.16
Additional 64 Gallon Recycle Cart	$39.48	$78.96	$118.44	$157.92	$197.40	$236.88
Additional 96 Gallon Recycle Cart	$48.87	$97.74	$146.61	$195.48	$244.35	$293.22

Recycle Bin Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Bin	$116.76	$233.52	$350.28	$467.04	$583.80	$700.56
1.5 Yard Recycle Bin	$155.04	$310.08	$465.12	$620.16	$775.20	$930.24
2 Yard Recycle Bin	$179.81	$359.62	$539.43	$719.24	$899.05	$1,078.86
3 Yard Recycle Bin	$269.70	$539.40	$809.10	$1,078.80	$1,348.50	$1,618.20
4 Yard Recycle Bin	$345.65	$691.30	$1,036.95	$1,382.60	$1,728.25	$2,073.90
6 Yard Recycle Bin	$497.42	$994.84	$1,492.26	$1,989.68	$2,487.10	$2,984.52
8 Yard Recycle Bin	$635.21	$1,270.42	$1,905.63	$2,540.84	$3,176.05	$3,811.26

Recycle Compactor Bin Services - Customer Owned	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Compactor Bin	$233.51	$467.02	$700.53	$934.04	$1,167.55	$1,401.06
2 Yard Recycle Compactor Bin	$359.61	$719.22	$1,078.83	$1,438.44	$1,798.05	$2,157.66
3 Yard Recycle Compactor Bin	$539.42	$1,078.84	$1,618.26	$2,157.68	$2,697.10	$3,236.52
4 Yard Recycle Compactor Bin	$691.30	$1,382.60	$2,073.90	$2,765.20	$3,456.50	$4,147.80
5 Yard Recycle Compactor Bin	$843.08	$1,686.16	$2,529.24	$3,372.32	$4,215.40	$5,058.48
6 Yard Recycle Compactor Bin	$994.84	$1,989.68	$2,984.52	$3,979.36	$4,974.20	$5,969.04
7 Yard Recycle Compactor Bin	$1,132.63	$2,265.26	$3,397.89	$4,530.52	$5,663.15	$6,795.78
8 Yard Recycle Compactor Bin	$1,270.41	$2,540.82	$3,811.23	$5,081.64	$6,352.05	$7,622.46

Yard Waste Cart Services	1xWeek	2xWeek	3xWeek
64 Gallon Yard Waste Cart	$60.47	$120.94	$181.41
96 Gallon Yard Waste Cart	$69.85	$139.70	$209.55
Additional 64 Gallon Yard Waste Cart	$50.17	$100.35	$150.52
Additional 96 Gallon Yard Waste Cart	$59.55	$119.11	$178.66

Food Waste Services	1xWeek	2xWeek	3xWeek
64 Gallon Food Waste Cart	$60.47	$120.95	$181.42
Additional 64 Gallon Food Waste Cart	$50.17	$100.35	$150.52
2 Yard Food Waste Bin	$285.41	$570.82	$856.23
2 Yard Food Waste Compactor	$570.81	$1,141.62	$1,712.43

Extra Pickups (All Materials)	
35 Gallon Extra Pickup	$37.61
64 Gallon Extra Pickup	$58.55
96 Gallon Extra Pickup	$72.48
1 Yard Extra Pickup	$92.66
1.5 Yard Extra Pickup	$123.05
2 Yard Extra Pickup	$142.70
3 Yard Extra Pickup	$214.05
4 Yard Extra Pickup	$274.33
6 Yard Extra Pickup	$394.78
8 Yard Extra Pickup	$504.13

Commercial Instabins*		
1 Cubic Yard Instabin	$171.45	
2 Cubic Yard Instabin	$259.63	
3 Cubic Yard Instabin	$389.42	
4 Cubic Yard Instabin	$497.52	
6 Cubic Yard Instabin	$713.73	
8 Cubic Yard Instabin	$908.24	

***One time use or special events only. Not to be used for regular or permanent customers.**

Commercial Ancillary Services	Rate	Description
Cart Roll Out Service	$12.01	per cart
Difficult to Service Cart Customers	150%	of Monthly Rate
Cart Cleaning Fee	$134.02	per cart per occurrence
Cart Exchange	$134.02	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	$134.02	one cart per material type at no charge per calendar year
Multi Family Annual Bulky Pickup	$0.00	Once per year for all units (2 items per unit. Must be scheduled by manager/account holder)
Multi Family Annual Bulky - Excess Items	$25.74	Per item in excess of what is included in annual bulky pickup
Multi Family Additional Bulky Pickup - trip charge	$93.97	In excess of once per year pickup (Must be scheduled by manager/account holder)
Multi Family Additional Bulky Pickup - per item charge	$25.74	Per item
Return for Inaccessible Containers	$94.06	per occurrence if more than 2 times per calendar year
Lock charge per enclosure	$47.01	per month per enclosure
Lock charge per container	$18.82	per month per container
Reactivation Fee	$47.01	after County approved service suspension
Bin Push Rate: 1-25 ft	$46.81	
Bin Push Rate: 26-49 ft	$93.58	
Bin Push Rate: 50-75 ft	$140.40	
Bin Push Rate: 76-100 ft	$187.24	
Bin Push Rate: 101-125 ft	$234.03	
Bin Push Rate: 126+ ft	$280.80	
Bin Cleaning Fee	$210.60	per bin per occurrence
Bin Exchange	$140.40	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	$842.43	one bin per material type at no charge per calendar year
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded
Convenience fee for commercial accounts	$9.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

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Monterey County West - MRWMD

Proposed Rates Effective 1/1/2025

Roll Off Services

Open Top Roll Off Boxes*

Haul Rate for 7-10 Yard Bin	$518.77
Haul Rate for 11-20 Yard Bin	$622.52
Haul Rate for 21-30 Yard Bin	$767.76
Haul Rate for 31-40 Yard Bin	$933.79
Haul Rate for 41-50 Yard Bin	$1,101.68

Compactor Boxes*

Haul Rate for 7-10	$648.45
Haul Rate for 11-15	$713.29
Haul Rate for 16-20	$778.15
Haul Rate for 21-30	$959.70
Haul Rate for 31-40	$1,167.26
Haul Rate for 41-50	$1,374.73

***Roll Off Hauls with Special Handling Charge - Any waste requiring special handling or immediate burial, including loose debris, confidential documents. Additional fees may apply."**

***Note: All Bin, compacted box and non-compacted box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.**

Disposal Site & Material Type

Marina LF MSW	$85.56	Per Ton
Marina LF C&D	$85.56	Per Ton
Marina LF Recycle	$44.44	Per Ton
Marina LF Green	$52.22	Per Ton
Marina LF Food/Cannabis	$74.44	Per Ton
Marina LF Mix Green Food	N/A	Not Available
Marina LF White Goods (w/Freon)	$22.22	Each
Marina LF Wood	$52.22	Per Ton
Marina LF Inert - Concrete	$14.44	Per Ton
Marina LF Inert- Asphalt	$2.22	Per Ton
Marina LF Inert - Dirt	$2.22	Per Ton

Roll Off Ancillary Services	Rate	Description
Relocation	$187.24	RO Box relocated at customers current site - per occurrence
Dry Run	$280.80	trip charge, no haul - per occurrence
Stand By per hour	$374.41	per hour
Stand By per day - 6 hour maximum	$2,246.55	per day - 6 hour maximum
Reactivation Fee	$46.81	after County approved service suspension
Demurrage Per Day	$18.51	temporary rental, after five (5) days, not including delivery and removal days
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded

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Monterey County East - SVSWA
Proposed Rates Effective 1/1/2025

Residential Services

Solid Waste*	Monthly Rate	
35 Gallon Solid Waste Service	$48.21	Also includes recycle and organics
64 Gallon Solid Waste Service	$75.60	Also includes recycle and organics
96 Gallon Solid Waste Service	$94.50	Also includes recycle and organics
Legacy 20 Gallon Solid Waste Service**	$43.94	Also includes recycle and organics

*Solid Waste rates include one 64 or 96 gallon recycling and one 64 or 96 gallon organics cart
**Only for legacy customers transitioning to 35 gallon rate by 2026. Not offered to new or existing customers

Additional Solid Waste Carts	Monthly Rate	Additional Recycle Carts	Monthly Rate	Additional Organics Carts	Monthly Rate
35 Gallon Cart	$38.54	35 Gallon Cart	$9.64	35 Gallon Cart	$9.64
64 Gallon Cart	$60.47	64 Gallon Cart	$15.12	64 Gallon Cart	$15.12
96 Gallon Cart	$75.60	96 Gallon Cart	$18.90	96 Gallon Cart	$18.90

Extra Pickups (All Materials)	Rate
35 Gallon Extra Pickup	$36.16
64 Gallon Extra Pickup	$56.70
96 Gallon Extra Pickup	$70.88

Residential Ancillary Services	Rate	Description
Backyard Service - for standard three carts	$36.17	1 cart each, MSW, Recycle, Organics Cart
Backyard Service - per cart if not on standard 3 carts	$12.07	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate
Cart Exchange	$134.78	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	$134.78	one cart per material type at no charge per calendar year
Annual Bulky Pickup	$0.00	One event per year, 5 items
Additional Bulky Pickups	$123.55	In excess of once per year (up to 5 items)
Return for Inaccessible Containers	$94.58	per occurrence if more than 2 times per calendar year
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded
Convenience fee for residential	$1.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

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Monterey County East - SVSWA

Proposed Rates Effective 1/1/2025

Commercial Services

Solid Waste Cart Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
35 Gallon Solid Waste Cart	$35.74	$71.47	$107.21	$142.94	$178.68	$214.42
64 Gallon Solid Waste Cart	$55.60	$111.20	$166.79	$222.39	$277.99	$333.59
96 Gallon Solid Waste Cart	$68.85	$137.70	$206.55	$275.40	$344.26	$413.11
Additional 35 Gallon Solid Waste Cart	$28.58	$57.15	$85.73	$114.30	$142.88	$171.45
Additional 64 Gallon Solid Waste Cart	$44.49	$88.98	$133.47	$177.96	$222.46	$266.95
Additional 96 Gallon Solid Waste Cart	$55.07	$110.13	$165.20	$220.27	$275.34	$330.40

Solid Waste Bin Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Bin	$266.49	$532.98	$799.47	$1,065.96	$1,332.45	$1,598.94
1.5 Yard Solid Waste Bin	$259.29	$518.59	$777.88	$1,037.17	$1,296.46	$1,555.76
2 Yard Solid Waste Bin	$307.32	$614.64	$921.96	$1,229.28	$1,536.60	$1,843.92
3 Yard Solid Waste Bin	$443.68	$887.36	$1,331.04	$1,774.72	$2,218.40	$2,662.08
4 Yard Solid Waste Bin	$568.57	$1,137.13	$1,705.70	$2,274.26	$2,842.83	$3,411.40
6 Yard Solid Waste Bin	$818.24	$1,636.49	$2,454.73	$3,272.98	$4,091.22	$4,909.46
8 Yard Solid Waste Bin	$1,044.76	$2,089.52	$3,134.28	$4,179.04	$5,223.80	$6,268.56

Solid Waste Compactor Services - Customer Owned	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Compactor	$384.13	$768.25	$1,152.38	$1,536.50	$1,920.63	$2,304.76
2 Yard Solid Waste Compactor	$614.63	$1,229.26	$1,843.89	$2,458.52	$3,073.15	$3,687.78
3 Yard Solid Waste Compactor	$887.35	$1,774.70	$2,662.05	$3,549.40	$4,436.75	$5,324.10
4 Yard Solid Waste Compactor	$1,137.12	$2,274.24	$3,411.37	$4,548.49	$5,685.61	$6,822.73
5 Yard Solid Waste Compactor	$1,386.81	$2,773.62	$4,160.43	$5,547.24	$6,934.05	$8,320.86
6 Yard Solid Waste Compactor	$1,636.50	$3,273.00	$4,909.49	$6,545.99	$8,182.49	$9,818.99
7 Yard Solid Waste Compactor	$1,863.00	$3,726.01	$5,589.01	$7,452.02	$9,315.02	$11,178.02
8 Yard Solid Waste Compactor	$2,089.51	$4,179.02	$6,268.53	$8,358.04	$10,447.55	$12,537.06

Recycle Cart Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
35 Gallon Recycle Cart	$32.16	$64.31	$96.47	$128.62	$160.78	$192.93
64 Gallon Recycle Cart	$50.04	$100.08	$150.11	$200.15	$250.19	$300.23
96 Gallon Recycle Cart	$61.96	$123.93	$185.89	$247.86	$309.82	$371.78
Additional 35 Gallon Recycle Cart	$25.52	$51.04	$76.56	$102.08	$127.60	$153.12
Additional 64 Gallon Recycle Cart	$39.69	$79.38	$119.07	$158.76	$198.45	$238.14
Additional 96 Gallon Recycle Cart	$49.19	$98.38	$147.57	$196.76	$245.95	$295.14

Recycle Bin Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Bin	$172.86	$345.72	$518.58	$691.44	$864.30	$1,037.16
1.5 Yard Recycle Bin	$233.37	$466.74	$700.11	$933.48	$1,166.85	$1,400.22
2 Yard Recycle Bin	$276.58	$553.16	$829.74	$1,106.32	$1,382.90	$1,659.48
3 Yard Recycle Bin	$399.31	$798.62	$1,197.93	$1,597.24	$1,996.55	$2,395.86
4 Yard Recycle Bin	$511.70	$1,023.40	$1,535.10	$2,046.80	$2,558.50	$3,070.20
6 Yard Recycle Bin	$736.42	$1,472.84	$2,209.26	$2,945.68	$3,682.10	$4,418.52
8 Yard Recycle Bin	$940.28	$1,880.56	$2,820.84	$3,761.12	$4,701.40	$5,641.68

Recycle Compactor Bin Services - Customer Owned	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Compactor Bin	$345.72	$691.44	$1,037.16	$1,382.88	$1,728.60	$2,074.32
2 Yard Recycle Compactor Bin	$553.16	$1,106.32	$1,659.48	$2,212.64	$2,765.80	$3,318.96
3 Yard Recycle Compactor Bin	$798.62	$1,597.24	$2,395.86	$3,194.48	$3,993.10	$4,791.72
4 Yard Recycle Compactor Bin	$1,023.41	$2,046.82	$3,070.23	$4,093.64	$5,117.05	$6,140.46
5 Yard Recycle Compactor Bin	$1,248.13	$2,496.26	$3,744.39	$4,992.52	$6,240.65	$7,488.78
6 Yard Recycle Compactor Bin	$1,472.84	$2,945.68	$4,418.52	$5,891.36	$7,364.20	$8,837.04
7 Yard Recycle Compactor Bin	$1,676.70	$3,353.40	$5,030.10	$6,706.80	$8,383.50	$10,060.20
8 Yard Recycle Compactor Bin	$1,880.56	$3,761.12	$5,641.68	$7,522.24	$9,402.80	$11,283.36

Organics - Food and Yard Waste	1xWeek	2xWeek	3xWeek
64 Gallon Food and Yard Waste Cart	$57.34	$114.68	$172.01
Additional 64 Gallon Food and Yard Waste Cart	$47.14	$94.28	$141.42
2 Yard Food Waste Bin	$439.02	$878.04	$1,317.06
2 Yard Food Waste Compactor - Customer owned	$877.98	$1,755.96	$2,633.94

Yard Waste Only Services	1xWeek	2xWeek	3xWeek
96 Gallon Yard Waste Cart	$66.84	$133.68	$200.51
Additional 96 Gallon Yard Waste Only Carts	$56.55	$113.10	$169.64

Extra Pickups (All Materials)	
35 Gallon Extra Pickup	$38.29
64 Gallon Extra Pickup	$59.58
96 Gallon Extra Pickup	$73.76
1 Yard Extra Pickup	$137.19
1.5 Yard Extra Pickup	$185.21
2 Yard Extra Pickup	$219.51
3 Yard Extra Pickup	$316.91
4 Yard Extra Pickup	$406.12
6 Yard Extra Pickup	$584.46
8 Yard Extra Pickup	$746.25

Commercial Instabins*	
1 Cubic Yard Instabin	$171.45
2 Cubic Yard Instabin	$259.63
3 Cubic Yard Instabin	$389.42
4 Cubic Yard Instabin	$497.52
6 Cubic Yard Instabin	$713.73
8 Cubic Yard Instabin	$908.24

***One time use or special events only. Not to be used for regular or permanent customers.**

Commercial Ancillary Services	Rate	Description
Cart Roll Out Service	$12.07	per cart
Difficult to Service Cart Customers	150%	of Monthly Rate
Cart Cleaning Fee	$134.87	per cart per occurrence
Cart Exchange	$127.95	each, in excess of 1 per calendar year
Cart Replacement (Lost or Stolen)	$127.95	one cart per material type at no charge per calendar year
Multi Family Annual Bulky Pickup	$0.00	Once per year for all units (2 items per unit. Must be scheduled by manager/account holder)
Multi Family Annual Bulky - Excess Items	$25.74	Per item in excess of what is included in annual bulky pickup
Multi Family Additional Bulky Pickup - trip charge	$89.79	In excess of once per year pickup (Must be scheduled by manager/account holder)
Multi Family Additional Bulky Pickup - per item charge	$25.74	Per item
Return for Inaccessible Containers	$89.79	per occurrence if more than 2 times per calendar year
Lock charge per enclosure	$44.87	per month per enclosure
Lock charge per container	$17.98	per month per container
Reactivation Fee	$44.87	after County approved service suspension
Bin Push Rate: 1-25 ft	$47.52	
Bin Push Rate: 26-49 ft	$95.05	
Bin Push Rate: 50-75 ft	$142.60	
Bin Push Rate: 76-100 ft	$190.10	
Bin Push Rate: 101-125 ft	$237.65	
Bin Push Rate: 126+ ft	$285.16	
Bin Cleaning Fee	$213.89	per bin per occurrence
Bin Exchange	$142.60	each, in excess of 1 per calendar year
Bin Replacement (Lost or Stolen)	$855.49	one bin per material type at no charge per calendar year
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded
Convenience fee for commercial accounts	$9.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

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Monterey County East - SVSWA

Proposed Rates Effective 1/1/2025

Roll Off Services

Open Top Roll Off Boxes*

Haul Rate for 7-10 Yard Bin	$503.57
Haul Rate for 11-20 Yard Bin	$604.27
Haul Rate for 21-30 Yard Bin	$745.27
Haul Rate for 31-40 Yard Bin	$906.39
Haul Rate for 41-50 Yard Bin	$1,069.36

Compactor Boxes*

Haul Rate for 7-10	$629.44
Haul Rate for 11-15	$692.41
Haul Rate for 16-20	$755.32
Haul Rate for 21-30	$931.58
Haul Rate for 31-40	$1,133.02
Haul Rate for 41-50	$1,334.42

***Roll Off Hauls with Special Handling Charge - Materials requiring special handling by SVSWA staff may be charged the Solid Waste Tipping Fee + 50%. Certified burials, fumigation or mulch plastic/drip tape, nonfriable asbestos (up to 1 cubic yard w/o pre-approval, wetted and double bagged), and remediated soil handling may have this fee assessed.**

***Note: All Bin, compacted box and non-compacted box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.**

Disposal Site & Material Type

Johnson Canyon LF MSW	$71.94	Per Ton
Johnson Canyon LF Mixed C&D	$71.94	Per Ton
Marina LF Recycle	$44.44	Per Ton
Johnson Canyon LF Organics	$64.72	Per Ton
Johnson Canyon LF White Goods (w/Freon)	$16.67	Each
Johnson CanyonLF Wood	$64.72	Per Ton
Johnson Canyon LF Inert - Concrete	$13.33	Per Ton
Johnson Canyon LF Inert- Asphalt	$1.11	Per Ton
Johnson Canyon LF Inert - Dirt	$71.94	Per Ton

Roll Off Ancillary Services	Rate	Description
Relocation	$285.16	RO Box relocated at customers current site - per occurrence
Dry Run	$380.24	trip charge, no haul - per occurrence
Stand By per hour	$190.10	per hour
Stand By per day - 6 hour maximum	$2,281.38	per day - 6 hour maximum
Reactivation Fee	$18.29	after County approved service suspension
Demurrage Per Day	$29.77	temporary rental, after five (5) days, not including delivery and removal days
Insufficient Funds	$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. $5.00 minimum not compounded

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Emergency Rates

Employee	Hourly Rate
Driver	$283.08
Supervisor	$330.26
Helper	$188.69

Equipment Type	Hourly Rate
Side Loader - Autocar	$283.08
Commercial Front End Loader - Autocar	$330.26
Rear End Loader - Autocar	$283.08
Roll Off - Autocar	$283.08
Flat Bed Truck - Autocar	$141.53
Collection Vehicle Travel Charge per Mile	$13.23

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Exhibit 2 - Refuse Rate Index

The “Refuse Rate Index” adjustment shall be calculated in the following manner:

The expenses of Collection Services for the designated review period shall be prepared in a format set forth in the Operating Cost Statement, provided below.

The expenses of collection services shall be broken down into the following major Cost Categories: Labor, CNG/Diesel Fuel, Vehicle Replacement, Vehicle Maintenance, All Other, AB 939 fees, and Disposal.

The Data Sources below will be used to calculate the “RRI Percentage Change” for each Cost Category. The RRI Percentage Change will be based on the year over year 12-month average change ending in June. For example, if the rate adjustment is to be implemented January 1, 2025, the RRI Percentage Change will be based upon the year over year 12-month average change from July 2023 to June 2024. In the event any index is discontinued, a successor index shall be selected by the parties that is most closely equivalent to the discontinued index as recommended by the BLS.

The Disposal cost categories are based on the change in the most recent disposal and processing rates per ton available compared to the disposal and processing rates included in the previous year’s RRI calculation.

For each RRI adjustment, each Cost Category will be assigned an Item Weight percentage based on its proportionate share of all expenses in the Operating Cost Statement for Carmel Marina Corporation (CMC) for 12 months ending June. For example, if the rate adjustment is implemented on January 1, 2025, the Item Weight percentage will be based upon the Operating Cost Statement for the 12-month period ending June 30, 2024.

The Weighted Percentage Change for each Cost Category will equal the Percentage Change from the RRI Index multiplied by its Item Weight.

The Total Price Increase will be the sum of each Cost Category’s Weighted Percentage Change.

Operating Cost Statement:

The following costs will be included in the Operating Cost Statement from the Carmel Marina Corporation (CMC) financial statement.

Labor and Benefits: All labor accounts for Salaries, Wages – hourly & overtime, Bonuses, Commissions, Other Compensation, Compensated Absences & Vacation, Severance, Health & Welfare Insurance Premiums, Pension & Retirement Benefits, Workers Compensation costs, Payroll Taxes Other employee costs including safety gear, related to the services provided under this Contract. Employment, Hours, and Earnings from the Current Employment Statistics survey (National). Series ID: CEU6056210008

Diesel: Diesel Fuel Costs Diesel-Producer Price Index-Commodities. Series ID: WPU057303.

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CNG Fuel: CNG fuel costs. CNG-Pacific Gas & Electric Company. Schedule G-NGV1

Vehicle Replacement: Collection and collection related vehicle depreciation accounts. Vehicle lease and rental accounts related to collection or collection related vehicles. Producer Price Index-Commodities. Series ID: WPU141301

Vehicle Maintenance: All collection and collection related vehicle paint, Tires, Parts & Supplies, Lubricants, Third Party Services, Other Maintenance accounts. Vehicle Maintenance Series ID: pcu336211336211

All Other: All other expense accounts related to the services provided under this Agreement not included above. This category includes, but not limited to, all insurance (e.g., general liability, fire, truck damage, and extended coverage); rent on property; truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies; printing; postage; trade association dues and subscription; seminars & education; advertising; travel costs; taxes; and miscellaneous other items. Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services Series ID: CUUR0000SEHG.

AB939 Fees: Fees charged by Salinas Valley Solid Waste Authority.

Disposal: All disposal and processing accounts.

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Exhibit 3 - Form of Guaranty

Guarantee Agreement

This Guarantee Agreement (this "Guarantee"), dated as of January 1, 2025, is made and entered into by Waste Management, Inc., a Delaware corporation ("Guarantor").

W I T N E S S E T H:

WHEREAS, USA Waste of California, Inc., a subsidiary of Guarantor (the "WM Subsidiary") has entered into a Unified Franchise Agreement (the "Agreement") effective as of January 1, 2025 with the County of Monterey, California (the "County") pursuant to which WM Subsidiary has agreed to provide certain collection, disposal and processing services; and

WHEREAS, Guarantor will directly or indirectly benefit from the Agreement;

NOW THEREFORE, in consideration of County entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. GUARANTY. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due of the financial obligations of WM Subsidiary (the "Obligations") to County in accordance with the Agreement. To the extent that WM Subsidiary shall fail to pay any Obligations, Guarantor shall promptly pay to County the amount due. This Guarantee shall constitute a guarantee of payment and not of collection. The liability of Guarantor under the Guarantee shall be subject to the following:

Guarantor's liability hereunder shall be and is specifically limited to payments expressly required to be made in accordance with the Agreement (even if such payments are deemed to be damages) and, except to the extent specifically provided in the Agreement, in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other damages, costs, or attorney's fees.

2. DEMANDS AND NOTICE. If WM Subsidiary fails or refuses to pay any Obligations, County shall notify WM Subsidiary in writing of the manner in which WM Subsidiary has failed to pay and demand that payment be made by WM Subsidiary. If WM Subsidiary's failure or refusal to pay continues for a period of fifteen (15) days after the date of County's notice to WM Subsidiary, and County has elected to exercise its rights under this Guarantee, County shall make a demand upon Guarantor (hereinafter referred to as a "Payment Demand"). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount WM Subsidiary has failed to pay and an explanation of why such payment is due, with a specific statement that County is calling upon Guarantor to pay under this Guarantee. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until WM Subsidiary or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured.

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3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guarantee;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guarantee; and

(c) this Guarantee constitutes a valid and legally binding agreement of Guarantor, except as the enforceability of this Guarantee may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which WM Subsidiary or any other affiliate of Guarantor is or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of WM Subsidiary.

5. AMENDMENT OF GUARANTY. No term or provision of this Guarantee shall be amended, modified, altered, waived, or supplemented except in a writing signed by the parties hereto.

6. WAIVERS. Guarantor hereby waives (a) notice of acceptance of this Guarantee; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against WM Subsidiary or any other person, or except as expressly hereinabove set forth, to require that County seek enforcement of any performance against WM Subsidiary or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of County in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreement.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by email, as follows:

To County: DocuSigned by: _____ C7A30BA59CA8423...
1270 Natividad Road, Salinas, CA 93906
jimenezem@countyofmonterey.gov

To Guarantor: _____

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Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by email shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by email shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. MISCELLANEOUS. THIS GUARANTEE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. This Guarantee shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by County, its successors and assigns. Guarantor may assign this Guarantee and be released from its obligations hereunder with the consent of County, which consent shall not be unreasonably withheld. The Guarantee embodies the entire agreement and understanding between Guarantor and County and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

EXECUTED as of the day and year first above written.

WASTE MANAGEMENT, INC.

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

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Exhibit 4 - Omitted

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Exhibit 5 - Service Area

The boundaries of the Service Area are as indicated below:

South Boundary- San Luis Obispo County line

East Boundary- the San Benito/Fresno/Kings County lines

West Boundary- the Pacific Ocean

North Boundary- The Santa Cruz County line.

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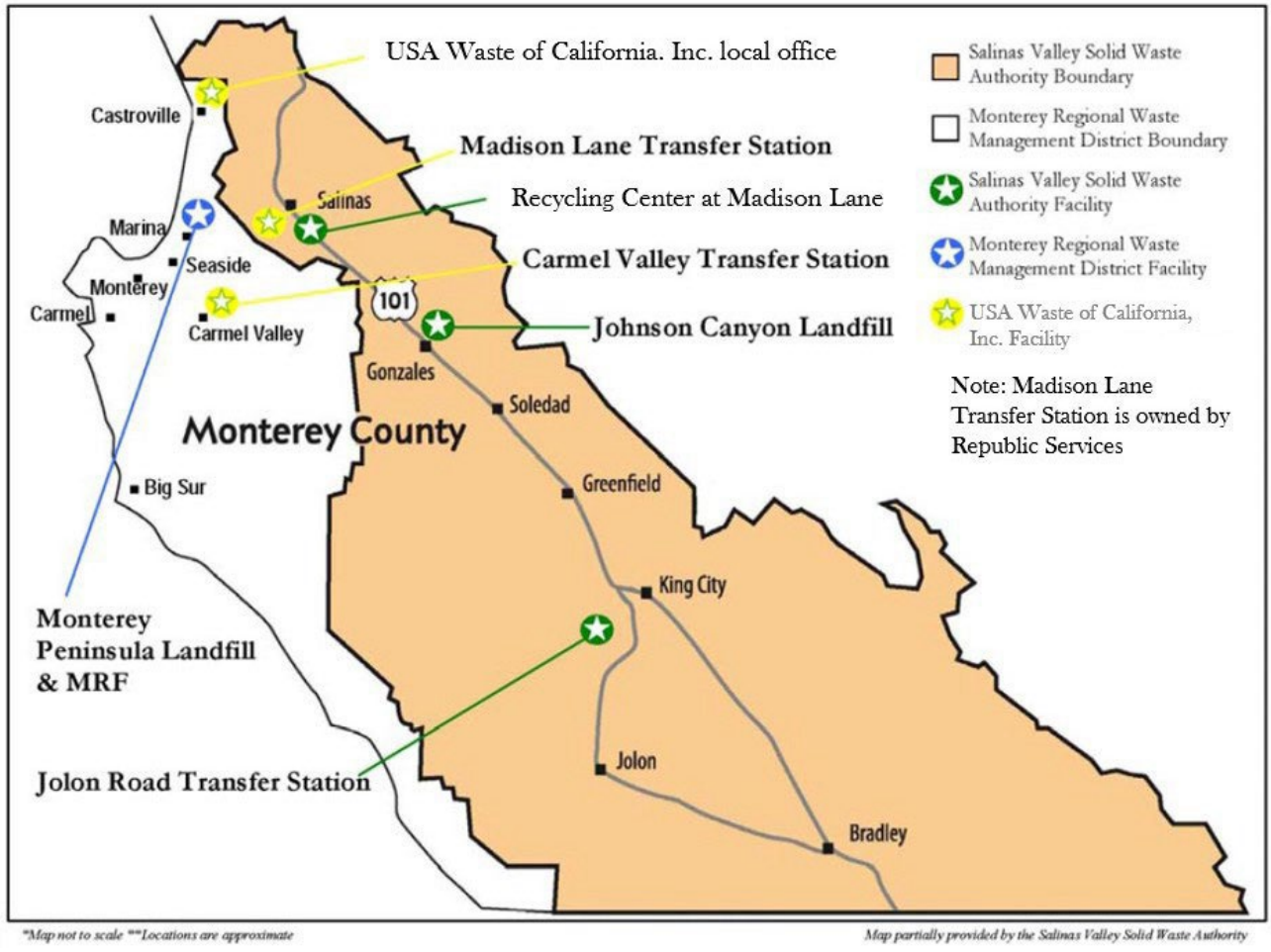
Exhibit 6 - JPA Boundaries

MRWMD Description (West)

The Monterey Regional Waste Management District jurisdictional boundaries include the cities of Carmel-by-the-Sea, Del Rey Oaks, Marina, Monterey, Pacific Grove, Sand City, Seaside, and the unincorporated areas of Big Sur, Carmel Highlands, Carmel Valley, Castroville, Corral De Tierra, Laguna Seca, Moss Landing, Pebble Beach, San Benancio, and Toro Park. The District covers a total of 853 square miles.

SVSWA Description (East)

The Salinas Valley Solid Waste Authority jurisdictional boundaries include the cities of Gonzales, Greenfield, King City, Salinas, and Soledad and the unincorporated eastern portion of Monterey County. The Authority covers roughly 2,450 square miles.



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Exhibit 7 - Reports

Section	Report	Report Frequency
	Collections	
5.8	Used Oil Filter Collection (oil volume and number of filters)	Monthly
5, 6, 7, 8	Diversion Report for Collection Services (see separate spreadsheet)	Monthly and Quarterly
5.10	Battery Collection	(included in diversion report)
5.7, 6.6	On-Call Bulky Collection	(included in diversion report)
9.1	Christmas tree collection and diversion	(included in diversion report)
8	On-Call Bins and Roll-off Collection Services	(included in diversion report)
9.2	Employee Housing Site Program	Monthly
9.4	County Clean-up Services	Monthly
9.5	Large Venue and Events Collection (see separate workbook)	6 weeks after event, included Monthly
9.6	Abandoned Solid Waste Collection (provided by Public Works)	Monthly
9.7	Community Drop-off Events	Monthly
3.15, 3.18, 5, 6, 7, 8, 17.5, 20.3	Container Delivery and Removal	Monthly
	Damage to Customer Property	
	Record of Inquiries and Complaints Received by Contractor	
	Spillage and Leaks	
	Missed Collections	
	Inadvertent Delivery of Unpermitted Waste	Monthly
	Non-Collection	Monthly
	Outreach and Education	
16	Public Education and Outreach Plan	Annual - Due to County for approval by December 1st
9.3	Participation in the Central Coast Recycling Media Coalition (CCRMC)	Monthly
6.7, 7.6, 16.1.2	Commercial and Multi-Family outreach conducted, presentations at schools and other community events	Monthly and Quarterly
16	Outreach materials distributed to Customers	As produced
	Other	
11.1, 11.16	Billing Reports (support of amounts billed and collected)	Monthly
11.3	Delinquent Accounts	Monthly
3	Franchise Infringement	Monthly
14.11	Vehicle Inventory	Upon Request
5, 6, 7, 8	Collection Services for SFD, MFD and Commercial Customers	Annual - provided for EAR report
	Customer Counts According to Service Type	
	Recycling and Green waste customer participation ratio	

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Exhibit 8 - Omitted

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Exhibit 9 - Emergency Backup Plan

[Will be added once developed by Contractor and County]

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Exhibit 10 - County Facilities

Facility	Address	City	Service Description	Type	Quantity	Frequency (per week)
Health - Children's Medical Services	47 San Benancio Canyon Road	Salinas	6-YD BIN 96-GAL CART	MSW RECY	1 3	2X 1X
Library - Aromas	389 Blohm Ave	Aromas	96-GAL CART 64-GAL CART	MSW RECY	1 2	1X 1X
Library - Big Sur (Modular)	Highway 1 Ripplewood Resort	Big Sur	2-YD BIN 2-YD BIN	MSW RECY	1 1	3X 2X
Library - Carmel Valley	65 West Carmel Valley Road	Carmel Valley	96-GAL CART 96-GAL CART 96-GAL CART	MSW ORG RECY	1 1 1	1X 1X 1X
Library - Castroville w/ Dist 2 Supervisor	11140-11160 Speegle Street	Castroville	96-GAL CART 96-GAL CART 96-GAL CART	MSW RECY ORG	3 3 2	1X 1X 1X
Library - Prunedale	17822 Moro Road	Prunedale	2-YD BIN 96-GAL CART	MSW RECY	1 2	1X 1X
Parks - Jack's Peak Park	25020 Jack Peaks Park Road	Monterey	4-YD BIN	MSW	1	1X
Parks - Laguna Seca (43 Buildings)	1025 Highway 68	Salinas	4-YD BIN 3-YD BIN	MSW RECY	4 2	1X 1X
Parks- Laguna Seca (Rifle Range)	1025 Highway 68	Salinas	20-YD BOX 20-YD BOX 20-YD BOX	MSW ORG RECY	2 1 1	1X ON-CALL ON-CALL

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Parks - Manzanita Park (3 Buildings)	17100 Castroville Blvd	Salinas	6-YD BIN 3-YD BIN 96-GAL CART	MSW MSW RECY	1 1 3	1X 1X 1X
Parks - Royal Oaks Park (9 Buildings)	537 Maher Road	Watsonville	20-YD BOX 6-YD BIN	MSW MSW	2 1	1X 1X
Parks - San Lorenzo Park (30 buildings)	1160 Broadway	King City	4-YD BIN 4-YD BIN 3-YD BIN 30-YD BOX	MSW RECY RECY ORG	4 1 1 2	1X 1X 1X ON-CALL
Parks - Toro Park (16 Buildings)	501 Monterey/Salinas Hwy 68	Salinas	64-GAL CART 64-GAL CART	MSW RECY	12 12	1X 1X
Parks - Toro Park (16 Buidings)	501 Monterey/Salinas Hwy 68	Salinas	20-YD BOX 20-YD BOX 20-YD BOX 15-YD BOX	MSW ORG METAL RECY	1 1 1 1	1X ON-CALL ON-CALL 1X
Probation - Rancho Cielo (100 ac lease)	700-710 Old Stage Road	Salinas	8-YD BIN 8-YD BIN 96-GAL CART 96-GAL CART	MSW RECY RECY ORG	1 1 6 4	1X 1X 1X 1X
Public Works - San Miguel Canyon Road Yard	1171 San Miquel Canyon Road	Salinas	2-YD BIN 2-YD BIN	MSW RECY	1 1	1X 1X
Fire Dept - Field Office, Chualar	24281 Washington Street	Chualar	96-GAL CART 96-GAL CART 64-GAL CART	MSW RECY ORG	2 1 1	1X 1X 1X

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Exhibit 11 - County Sponsored Large Venue Events

	COUNTY-SPONSORED SPECIAL EVENTS	Produced
	Event	Estimated Yardage
1	Sea Otter Classic	750
2	Trans Am SpeedFest	180
3	Motul Course De Monterey (IMSA)	210
4	Ferrari Challenge	180
5	Firestone Grand Prix of Monterey (NTT INDYCAR)	240
6	MotoAmerica Superbike SpeedFest at Monterey	210
7	Monterey Pre-Reunion & Community Day	150
8	Rolex Monterey Motorsports Reunion	210
9	GRIDLIFE Festival (TBC)	180

Note: Assumes usage of 30-yard Roll-Off Containers for all materials. Size of containers utilized may be changed depending on event needs.