Monterey County

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

Meeting Agenda - Final-Revised

Tuesday, September 22, 2020

9:00 AM

https://montereycty.zoom.us/j/224397747

IMPORTANT COVID-19 NOTICE ON PAGES 2-4
AVISO IMPORTANTE SOBRE COVID-19 EN LA PAGINAS 2-4

Board of Supervisors

Chair Supervisor Chris Lopez - District 3
Vice Chair Supervisor Jane Parker - District 4
Supervisor Luis A. Alejo - District 1
Supervisor John M. Phillips - District 2
Supervisor Mary L. Adams - District 5

Important Notice Regarding COVID 19

Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of the COVID 19 virus, please do the following:

1. While the Board chambers remain open, you are strongly encouraged to observe the live stream of the Board of Supervisors meetings at http://monterey.granicus.com/ViewPublisher.php?view_id=19, http://www.mgtvonline.com/, www.youtube.com/c/MontereyCountyTV or https://www.facebook.com/MontereyCoInfo/

If you attend the Board of Supervisors meeting in person, you will be required to maintain appropriate social distancing, i.e., maintain a 6-foot distance between yourself and other individuals.

2. 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 three 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. if you are watching the live stream of the Board meeting, you may submit your comment, limited to 250 words or less, to the Clerk of the Board at publiccomment@co.monterey.ca.us. General public comment must be received during the General Public Comment item on the agenda, and comments on specific agenda items must be received as it is being heard. 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). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

c. 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.

3. You are encouraged to participate via Zoom as the Monterey Room on the 2nd floor of the County Government Center will not be available for overflow seating during this meeting.

Aviso importante sobre COVID 19

Basado en la guía del Departamento de Salud Pública de California y la Oficina del Gobernador de California, para minimizar la propagación del virus COVID 19, haga lo siguiente:

1. Mientras las cámaras de la Junta permanecen abiertas, le recomendamos que observe la transmisión en vivo de las reuniones de la Junta de Supervisores en http://monterey.granicus.com/ViewPublisher.php?view_id=19, http: //www.mgtvonline .com /, www.youtube.com/c/MontereyCountyTV o https://www.facebook.com/MontereyCoInfo/

Si asiste a la reunión de la Junta de Supervisores en persona, deberá mantener un distanciamiento social apropiado, es decir, mantener una distancia de 6 pies entre usted y otras personas.

2. Si elige no asistir a la reunión de la Junta de Supervisores pero desea hacer un comentario público general o comentar un tema específico de la agenda, puede hacerlo de tres 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 ítem 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 ítem (es decir, el ítem No. 10). Su comentario se colocará en el registro en la reunión de la Junta.

b. Si está viendo la transmisión en vivo de la reunión de la Junta, puede enviar su comentario, limitado a 250 palabras o menos, al Secretario de la Junta en publiccomment@co.monterey.ca.us. Los comentarios del público en general deben recibirse durante el elemento de Comentarios del público en general en la agenda, y los comentarios sobre los elementos específicos de la agenda deben recibirse mientras se escuchan. En un esfuerzo por ayudar al Secretario a identificar el ítem 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 ítem (es decir, el ítem No. 10). Se hará todo lo posible para leer su comentario en el registro, pero algunos comentarios pueden no leerse debido a limitaciones de tiempo. Los comentarios recibidos después de un ítem de la

agenda serán parte del registro si se reciben antes del final de la reunión.

c. 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)
+1346248 7799 EE. UU. (Houston)
+1312626 6799 EE. UU. (Chicago)
+1929205 6099 EE. UU. (Nueva York)
+1 253 215 8782 EE. UU.
+1301715 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 presionará # nuevamente después de que la grabación lo solicite.

Se lo 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.

3. Se le anima a participar a través de Zoom ya que la sala Monterey en el segundo piso del Centro de Gobierno del Condado no estará disponible para asientos adicionales durante esta reunión.

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

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.

Please refer to the separate agendas for Special Districts and Agencies governed by the Board of Supervisors that may be scheduled for agenda items today.

Pursuant to Governor Newsom's Executive Order No. N-29-20, some or all Supervisors may participate in the meeting by telephone or video conference.

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 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.

b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
(1) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado
Employee Organization(s): All Units (2 items)
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 54957.6, the Board will provide direction to labor negotiators:
(1) Designated representatives: Leslie J. Girard, County Counsel and Irma Ramirez-Bough
Employee Position: County Administrative Officer

Public Comment

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.

Consent Calendar- (See Supplemental Sheet)

2. Approval of Consent Calendar Items No. 16 through 30.

Ceremonial Resolutions

3. Adopt resolution recognizing Peoples' Self-Help Housing for fifty years of successfully building affordable housing and for the support of our residents in Monterey County. (Chair's Resolution - Supervisor Lopez)

Attachments: Ceremonial Resolution - Peoples' Self-Help Housing

Appointments

4. Receive, review and select between two candidates to fill the At-Large position vacancy on the Agricultural Advisory Committee.

Attachments: Board Report
Attachment 1 AAC Letter to the Board
Attachment 2 Amy White Background Information
Attachment 3 Michael Ferguson Background Information
Notification to Clerk of Appt- Ferguson
Notification to Clerk of Appt- White

5. ~~Reappoint Albert Dani to the King City Cemetery Board with a term ending date of July 1, 2024. (Full Board)~~ (REMOVED VIA SUPPLEMENTAL)

Attachments: Notification to Clerk of Appt- Dani

Other Board Matters

6. Board Comments

7. Special Presentation

De Anza Trail Marketing Plan

8. County Administrative Officer Comments and Referrals

Attachments: Referrals 09-22-20

9. General Public Comments

This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board of Supervisors. Board members may respond briefly to the statement made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Board at a future meeting.

10:30 A.M. - Scheduled Matters

10. Receive the Pesticide Notification Near Schools Pilot Project Report.

Attachments: Board Report
Attachment 1 Outreach Efforts

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

1:30 P.M. - Scheduled Matters

11. a. Briefing and update on COVID-19, including impacts, and action, proposals and plans to address (verbal report);
b. Provide direction to staff to address COVID-19

12. a. Briefing and update on fires in Monterey County, including impacts, and action, proposals and plans to address (verbal report);
b. Provide direction to staff to address fires in Monterey County.

13. **PLN190253 - DYNEGY MOSS LANDING LLC (VISTRA ENERGY) THIS APPEAL HAS BEEN WITHDRAWN - THE MATTER WILL NOT BE HEARD**

Public hearing to consider an appeal by The Open Monterey Project from the July 29, 2020 Planning Commission decision adopting a Mitigated Negative Declaration and approving an application by Vistra Energy for the installation of a 1,200-megawatt battery energy storage system , comprised of construction of four (4) two-story buildings totaling 391,200 square feet, installation of up to 500 inverters and transformers, placement of two (2) substations totaling 92,000 square feet, and up to four (4) 150-foot monopoles and one (1) 100-foot dead-end 500-kilovolt tower, on the Moss Landing Power Plant site.

Project Location: 11283 Dolan Road, Moss Landing, North County Land Use Plan, Moss Landing Community Plan, Coastal Zone

Proposed CEQA action: An Initial Study/Mitigated Negative Declaration was prepared.

14. Receive and accept the 2020-2022 Cannabis Program Strategic Plan prepared by Management Partners, Inc. for the Cannabis Program including collaborative County departments and outside agencies.

Attachments: Board Report
Attachment A Cannabis Program Strategic Plan
Attachment B Implementation Action Plan
Attachment C Approved Positions and Responsibilities

15. a. Consider approval of the revised response to the 2019 - 2020 Monterey County Civil Grand Jury Final Report "MONUMENT TO A FAILED PROCESS: South County Use Permit PLN 180317"and
b. Direct the County Administrative Officer to file the approved response with the Presiding Judge of the Superior Court, County of Monterey, by September 25, 2020.

Attachments: Board Report
REDLINE CGJ Responses - Wireless Tower (REVISED)
CLEAN CGJ Responses - Wireless Tower (REVISED)

15.1 a. Consider approval of the revised response to the 2019 - 2020 Monterey County Civil Grand Jury Final Report “Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner’s Office”; and
b. Direct the County Administrative Officer to file the approved response with the Presiding Judge of the Superior Court, County of Monterey, by September 25, 2020.
(ADDED VIA ADDENDA)

Attachments: Board Report
REDLINE CGJ Response - Agricultural (REVISED)
CLEAN CGJ Response - Agricultural (REVISED)

Read Out from Closed Session by County Counsel

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

Adjournment

Supplemental Sheet, Consent Calendar

Health Department

16. a. Approve and authorize the Director of Health or Assistant Director of Health to sign a Memorandum of Understanding with The Coalition of Homeless Services Providers to establish the terms and conditions in which the Health Department, Behavioral Health Bureau will support the 100 Day Challenge to End Youth Homelessness; and
b. Approve the non-standard risk provisions, as recommended by the Director of Health; and
c. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not significantly alter the scope of services.

Attachments: Board Report
Agreement

17. Authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement with Medical Couriers, Inc., for the provision of continued courier services to transport various laboratory specimens from the Monterey County Health Department's Public Health Laboratory to referenced laboratories, in the amount of $50,000 for the retroactive period from July 1, 2020 to August 31, 2025.

Attachments: Board Report
Agreement

Department of Social Services

18. Consider a Resolution to approve the amendments to the Conflict of Interest Code of the Department of Social Services of Monterey County.

Attachments: Board Report
DSS Conflict of Interest Code - strikethrough 9.15.20
DSS Conflict of Interest Code - Clean version 9.15.20
BoS Draft Resolution

19. a. Approve and authorize the Director of the Department of Military & Veteran Affairs to execute Renewal and Amendment #1 to Agreement #5010-19-185 with the Veterans Transition Center of Monterey County for continued renovation of housing units to create re-entry/ transitional housing and common area to be used for administration and residential services, extending an additional two (2) year period retroactive to July 1, 2020 through June 30, 2022 for a revised full Agreement term of June 1, 2019 through June 30, 2022, for an unchanged total Agreement amount not to exceed $1,400,000; and
b. Authorize the Director of the Department of Military & Veteran Affairs to sign up

to three (3) additional amendments to this agreement where the total amendments do not increase current amended contract amount, and do not significantly change the scope of work.

Attachments: Board Report
Veterans Transitional Center Original Agreement
VTC Amendment #1 20-22

General Government

20. a. Approve and authorize the Treasurer-Tax Collector to sign and execute a standard Agreement with Host Compliance, Inc. for the provision of short-term rental compliance monitoring and associated services in the amount of $51,534 for Fiscal Year (FY) 2020-21, for a maximum County obligation of $51,534, retroactive to July 1, 2020 for the term July 1, 2020 through June 30, 2021; and
b. Approve the Treasurer-Tax Collector's recommendation to non-standard limitation on liability provisions within the agreement; and
c. Approve and authorize the Treasurer-Tax Collector, through June 30, 2023, to sign and execute future agreements with Host Compliance, Inc. containing substantially identical terms, including non-standard limitations on liability provisions, (i) when the cumulative value does not exceed 10% of the original amount of the agreement; and (ii) subject to review and approval by County Counsel.

Attachments: Board Report
Host Compliance Standard Agreement
Host Compliance Scope, Payment Provisions
Host Compliance Liability Statement

21. a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign a retroactive non-standard Equipment Service and Software Support Agreement with Fluence Automation, LLC to provide equipment service and software support for mail sorting equipment for a total not to exceed amount of $110,000 for a retroactive term effective July 1, 2020 through June 30, 2022; and
b. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute annual Equipment Service and Software Schedules (Exhibit A - Annual Service Schedules) to the Agreement with Fluence Automation, LLC to allow uninterrupted services for mail sorting equipment, the cost of which will not exceed $55,000 per Fiscal Year including sales tax; and
c. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to execute the Agreement, future Annual Service Schedules to the Agreement and any amendments thereto that do not significantly alter the scope of work.

Attachments: Board Report
Exhibit A FLUENCE

22. a. Ratify the execution by the County Purchasing Officer, of a Standard Services Agreement with A-Trains BBQ, LLC, signed on April 20, 2020, to provide food services to Alternate Housing Sites in the Greater Monterey and Salinas Areas in response to the COVID-19 pandemic emergency, for a period of seven months and ten days from effective date, in an amount not to exceed $250,000.
b. Ratify the execution by the County Purchasing Officer, Amendment 1 to the Standard Services Agreement with A-Trains BBQ, LLC, signed on August 14, 2020, to provide food services to Alternate Housing Sites in the Greater Monterey and Salinas Areas in response to the COVID-19 pandemic emergency, for a period of seven months and ten days from effective date, in an amount not to exceed $800,000.

Attachments: Board Report
Attachment 1 - Amendment 1
Attachment 2 - A-Trains BBQ Monterey Fairgrounds Alt. Care Site Agreement

23. a. Approve and authorize the Housing Program Manager or her designee to execute Amendment #3 to the Agreement No. A-12923 between the County of Monterey and The John Stewart Company to extend the Agreement to provide Property Management Services at Kent's Court through December 31, 2020; and
b. Authorize the use of rental income funds to serve as working capital and a disbursement of $14,000 per month through December 31, 2020.

Attachments: Board Report
Attachment 1 - Kents Court Management Agreement
Attachment 2 - Kents Court Management Contract Renewal 2018 (Amend#1)
Attachment 3 - Kents Court Management Contract Renewal 2019 (Amend#2)
Attachment 4 - Kents Court Management Agreement Renewal 2020 (Amend#3)

Resources Management Agency

24. Adopt a resolution to:
a. Approve and authorize the Chair of the Board of Supervisors to sign an Agreement with the King City Young Farmers, a nonprofit public benefit corporation created under the laws of the State of California, to develop and maintain the Avenue of Honor Memorial within a one (1) acre area at San Lorenzo Regional Park, King City, effective September 22, 2020;
b. Approve non-standard agreement language waiving the requirement of workers' compensation insurance as all work will be performed by volunteers; and
c. Permit the Young Farmers to hold a dedication ceremony for the "Avenue of Honor" Memorial on November 11, 2020, at 11 a.m., and waive all entry fees for this dedication.

Attachments: Board Report
Attachment A-Board of Supervisors Referral 2020-08
Attachment B - King City Young Farmers - Agreement
Attachment C - Draft Resolution

25. a. Adopt Plans and Special Provisions for the Nacimiento Lake Drive Bridge, Project No. 2202; and
b. Authorize the Resource Management Agency Director to advertise the "Notice to Bidders" in the Monterey County Weekly and El Sol De Salinas.

Attachments: Board Report
Attachment A - Location Map
Attachment B - Project Budget
Attachment C - Specifications Book 1 & Book 2

26. a. Approve Amendment No. 2 to the Standard Agreement with Siemens Industry, Inc. to continue to provide services associated with software and technical maintenance and support of heating, ventilation and air conditioning (HVAC) controls for Monterey County buildings located at 168 West Alisal Street, Salinas and 855 East Laurel Drive, Building C, Salinas, to increase the not to exceed amount by $50,000 for a total amount not to exceed $134,687 with no extension to the term from March 1, 2015 to February 28, 2021; and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 to the Standard Agreement 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-Summary of Standard Agreement
Attachment B-Summary of SA Annual Expenditures and Balance
Attachment C-Amendment # 2 to SA
Attachment D-Amendment #1 to SA
Attachment E-SA

27. Adopt a resolution to:
a. Direct the Registrar of Voters to conduct a special election on May 4, 2021, wholly by Vote-By-Mail ballot on the following two questions:
1) Shall the East Garrison Community Services District have a directly elected Board of Directors? and
2) If the East Garrison Community Services District shall have a directly elected Board of Directors, which five (5) candidates shall be elected to serve?;
b. Limit candidate statements to 200 words and require each candidate to pay the Elections Department for all costs associated with publishing their statement pursuant to Elections Code Section 13307;

c. Stipulate that in the event of a tie, the winning candidate(s) of the special election will be determined by a single coin toss conducted by the Registrar of Voters;
d. Direct the Registrar of Voters to post the Resolution directing the Registrar of Voters to hold the special election in accordance with law and these specifications and render all services specified by the Elections Code relating to the election, such services include publication of the Formal Notice of Election Article 3 of Chapter 2, Division 9 of the Elections Code relating to arguments concerning county measures shall apply, as full measure text on the Elections website and Registrar shall provide printed copies upon request at a cost to the East Garrison Community Services District (EGCSD); and
e. Direct the County of Monterey Office of the County Counsel to prepare an impartial summary of the ballot measure for the special election.

Attachments: Board Report
Attachment A-Statement of Registration Certification
Attachment B-Detailed Background and Discussion
Attachment C-EGCSD BOD Resolution
Attachment D-Draft Resolution

28. a. Approve Amendment No. 4 to Joint Funding Agreement No. 16WSCA600466210 with the United States Geological Survey (USGS), increasing the not-to-exceed amount by $25,000, funded by an increase in USGS match contribution, to allow USGS to complete final updates to the Salinas Valley Integrated Hydrologic Model; and
b. Authorize the Resource Management Agency Director to execute Amendment No. 4 to Joint Funding Agreement No. 16WSCA600466210.

Attachments: Board Report
Attachment A-Joint Funding Agreement
Attachment B-Amendment No. 1
Attachment C-Amendment No. 2
Attachment D-Amendment No. 3
Attachment E-Amendment No. 4
Attachment F-Summary of Joint Funding Agreement

29. a. Approve Amendment No. 1 to the Cooperative Agreement with California State Department of Transportation (Caltrans) for a portion of the Monterey Bay Sanctuary Scenic Trail (MBSST) project near the community of Moss Landing;
b. Authorize the Resource Management Agency Director or Director's designee to execute Amendment No. 1 to the Cooperative Agreement and future amendments to said Cooperative Agreement (Agreement) where the amendments do not significantly alter the scope of work; and
c. Authorize the Resource Management Agency Director or Director's designee to execute the Closure Statement once the scope, cost, and commitments in the

Agreement are complete.

Attachments: Board Report
Attachment A - Amendment No. 1 to Cooperative Agreement
Attachment B - Cooperative Agreement
Attachment C - Project Budget
Attachment D - Location Map

30. Adopt a resolution to:
a. Accept the delegation of certain limited program administration duties with regard to the Fort Ord Reuse Authority (FORA) PARS Public Agencies Post-Employment Benefits Trust, effective July 1, 2020, subject to the limitations set forth in the resolution, for the purpose of authorizing release of the assets held in the Section 115 Trust to CalPERS and thereafter terminating FORA's Adoption Agreement for the Post-Employment Section 115 Trust; and
b. Appoint the County Administrative Officer or his/her designee as the Plan Administrator for these limited purposes.

Attachments: Board Report
Attachment A-Final Transition Plan June 26, 2020
Attachment B-Adoption Agreement & Trust Agreement
Attachment C-Draft Resolution

Addenda/Supplemental

31. ADDENDA

Added to 1:30 Scheduled Matters

15.1 a. Consider approval of the revised response to the 2019 - 2020 Monterey County Civil Grand Jury Final Report "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office"; and
b. Direct the County Administrative Officer to file the approved response with the Presiding Judge of the Superior Court, County of Monterey, by September 25, 2020

SUPPLEMENTAL

Removed from Appointments

5. Reappoint Albert Dani to the King City Cemetery Board with a term ending date of July 1, 2024. (Full Board)

Monterey County

Board Report

Legistar File Number: CS 20-045

Item No.1

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

September 22, 2020

Introduced: 9/14/2020
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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

a. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.

b. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
(1) Designated representatives: Irma Ramirez-Bough, Kim Moore and Ariana Hurtado
Employee Organization(s): All Units (2 items)
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 54957.6, the Board will provide direction to labor negotiators:
(1) Designated representatives: Leslie J. Girard, County Counsel and Irma Ramirez-Bough
Employee Position: County Administrative Officer

Monterey County

Board Report

Legistar File Number: 20-749

Item No.2

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

September 22, 2020

Introduced: 9/14/2020
Version: 1

Current Status: Consent Agenda
Matter Type: General Agenda Item

Approval of Consent Calendar Items No. 16 through 30.

Monterey County

Board Report

Legistar File Number: CR 20-083

Item No.3

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

September 22, 2020

Introduced: 9/14/2020
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt resolution recognizing Peoples' Self-Help Housing for fifty years of successfully building affordable housing and for the support of our residents in Monterey County. (Chair's Resolution - Supervisor Lopez)

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

Resolution No.
Adopt resolution recognizing **Peoples' Self-Help Housing** for fifty years of successfully building affordable housing and for the support of our residents in Monterey County

WHEREAS, Peoples' Self-Help Housing was incorporated on August 6, 1970 and since that time has been serving working families, veterans, seniors, agricultural workers and special needs groups by providing affordable housing with site-based services that offer opportunities to change lives and strengthen communities on California's central coast; and

WHEREAS, for the past fifty years, **Peoples' Self-Help Housing** has developed more than 1,900 affordable rental units throughout Monterey, San Luis Obispo, Santa Barbara, and Ventura counties and through compassionate property management of those neighborhoods brought safety, security and stability to all those who live there; and

WHEREAS, through their self-help program, **Peoples' Self-Help Housing** has supported nearly 1,250 owner builders across the region who have worked together and used their 'sweat equity' to build wealth for their families and achieve the American dream of home ownership; and

WHEREAS, Peoples' Self-Help Housing have additionally supported those households with financial management opportunities such as homebuyer education, down payment assistance programs and foreclosure prevention counseling; and

WHEREAS, Peoples' Self-Help Housing has through their resident services program supported thousands of individuals with empathetic case management and connection to community health services leading to independent and enriched living; and

WHEREAS, Peoples' Self-Help Housing through its education department has provided a bridge from home to school for students K-8, and has provided mentorship for those college bound and beyond; and

WHEREAS, all of **Peoples' Self-Help Housing** programs and services have continuously improved the quality of life for thousands of Central Coast families and empowered them to lead rewarding and enriched lives.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Monterey County, on behalf of the County and all its residents thereof, hereby congratulate **Peoples' Self-Help Housing** for fifty years of successfully building affordable housing and for the support of our residents in Monterey County.

PASSED AND ADOPTED on this _____ day of _____, 2020, 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 at page ____ of Minute Book _____, on _____.

Dated:

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

Monterey County

Board Report

Legistar File Number: APP 20-120

Item No.4

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

September 22, 2020

Introduced: 8/28/2020
Version: 1

Current Status: Appointment
Matter Type: Appointment

Receive, review and select between two candidates to fill the At-Large position vacancy on the Agricultural Advisory Committee.
[Enter Text Here]

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Monterey County

Board Report

Legistar File Number: APP 20-120

Item No.

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

September 22, 2020

Introduced: 8/28/2020
Version: 1

Current Status: Agenda Ready
Matter Type: Appointment

Receive, review and select between two candidates to fill the At-Large position vacancy on the Agricultural Advisory Committee.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Receive, review and select between two candidates to fill the At-Large position vacancy on the Agricultural Advisory Committee.

SUMMARY/DISCUSSION:
On June 25, 2020, during a regular meeting of the Monterey County Agricultural Advisory Committee (AAC), the AAC conducted two unsuccessful votes to select one of two candidates to fill the vacant At-Large position.

The AAC passed a motion to request the Board of Supervisors receive all information available to the Committee in order to select one individual to fill the vacancy.

OTHER AGENCY INVOLVEMENT:
None

FINANCING:
None

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
___ Economic Development
_X_ Administration
___ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by: DocuSigned by: Kathleen M. Nielsen B4BC9FD2A7584DA...
Kathleen M. Nielsen, Administrative Secretary-CNF, x7301

Approved by: DocuSigned by: Henry S. Gonzales 624G0F8D7CE744D...
Henry S. Gonzales, Agricultural Commissioner, 759-7325

Attachments:
Board Report / Attachment 1 AAC Letter to the Board / Attachment 2 Amy White Background Information / Notification to Clerk for Ferguson and White

DocuSign Envelope ID: FDD1AE8D-DFB5-403F-850A-081F434AB1BC

MONTEREY COUNTY
AGRICULTURAL COMMISSIONER/SEALER OF WEIGHTS & MEASURES
HENRY S. GONZALES, AGRICULTURAL COMMISSIONER/SEALER
1428 ABBOTT STREET - SALINAS, CALIFORNIA 93901
PHONE: (831) 759-7325 FAX: (831) 422-5003
WEBSITE: ag.co.monterey.ca.us

August 28, 2020

Chair Chris Lopez
Monterey County Board of Supervisors
168 W. Alisal Street
Salinas, CA 93901

RE: Agricultural Advisory Committee
At-Large Position Vacancy

Dear Chair Lopez:

At the June 25, 2020, meeting of the Agricultural Advisory Committee, it was decided to request the Board's assistance in deciding which candidate should fill the vacant At-Large position on the committee. The committee submits for your consideration the names of **Amy White** and **Michael Ferguson**. Their background information is attached for your information. The position has a term ending date of June 30, 2023.

If you have any questions, please contact me.

Sincerely,

DocuSigned by:
Henry S. Gonzales
624C076D7CF744D...

Henry S. Gonzales
Agricultural Commissioner
On behalf of the Agricultural Advisory Committee

Attachments: Background Information – Amy White
Background Information – Michael Ferguson

Amy L. White, MPP
P.O. Box 3028
Gonzales, CA 93926
(831) 277-4836

June 25, 2020

Agriculture Advisory Committee
1428 Abbott Street
Salinas, CA 93901

Regarding: vacant at-large member committee seat

Dear Members of the Agricultural Advisory Committee,

Good afternoon. The purpose of this communication is to briefly outline my current professional responsibilities and associate them to the objectives of the Agricultural Advisory Committee. Thank you for the opportunity to provide this information.

As you are aware, the purpose of the AAC is to gather information and provide factual data on items affecting or of interest to the agricultural industry, and review development projects to make recommendations to decision-making bodies. I chose to apply because I have a desire to volunteer in the community, and I anticipated the AAC's need for a cannabis industry perspective.

CERESLabs Operations Manager
As the manager of operations for CERESLabs in Greenfield, I oversee all activities of the only licensed cannabis compliance testing laboratory in Monterey County. The following are some highlights of my position and responsibilities:

- Managing the regulatory compliance requirements of the variety of permits and licenses we hold with the City of Greenfield, Monterey County Environmental Health Bureau, and the State of California's Bureau of Cannabis Control.
- Developing relationships with our clients who are cannabis cultivators, manufacturers, distributors and nursery operators to provide environmental screening of their facilities, research and development pre-compliance product testing, and State compliance testing.
- Partnering with plant pathologist Dr. Jim Correll of the University of Arkansas in order to launch screening for hops latent and hops stunt viroid, a virus that is currently impacting Monterey County's cannabis industry.

- Partnering with ArcPoint Labs to provide COVID-19 screening of first responders and City workers in the City of Greenfield.
- Partnering with PathogenDx EnviroX-RV to provide COVID-19 testing of private and public facilities throughout Monterey County.

CERESLabs is thrilled that the Monterey County Agriculture Commissioner's Office included the gross production values of cannabis for the first time in its 2019 Crop Report. The $450 million gross production value on 86 acres illuminates the importance of the industry to Monterey County's incredible agriculture economy.

Two Girls Ranch Land, LLC Managing Partner

In 2014 I purchased a 142 acre ranch zoned both F/40 and PG outside of Gonzales. It was a subdivided vacant cattle ranch purchased in conjunction with Janet Lewis. During the almost six years of ownership, we worked to make the property profitable through a variety of means:

- Interacted with both County Planning and Building Departments to permit and build two structures on the ranch, one that operates as a short-term rental (STR), supporting our neighbors in the Agriculture Winery Corridor.
- Advocated, with the assistance of Moncrief and Hart, for the addition of F/40 in the newly drafted STR ordinance, indicating the opportunities for smaller farming operations to earn income from the desire of our surrounding urban dwellers to experience rural life and the wineries in the area.
- Maintaining our well and developing our natural mountain springs for permitted use with the Monterey County Environmental Health Department.
- Maintaining our easement through Gallo's Sleepy Hollow Vineyard.
- Annual maintenance with the Agricultural Commissioner's Office of our Private Applicator Certification permit and Restricted Materials permit since 2014.
- Working with Big Valley Labor in King City for property maintenance.
- Working with Helena Chemical to ensure healthy orchards.

The AAC is a critical component of decision-making for matters affecting agriculture in Monterey County. While it would be an honor to volunteer my time and skills to this committee, I acknowledge that the objective is to fill this vacant seat with the person who can best provide insights that are needed. I have a deep commitment to this area and a desire to serve the community, and I'm fortunate to work for a company that feels the same.

Thank you for the opportunity,



Amy L. White

AMY L. WHITE

P.O. Box 3028
Gonzales, CA 93926-3028
(831) 277-4836
amywhite_us@yahoo.com

PROFESSIONAL EXPERIENCE

CERESLabs
Operations Manager
Greenfield, CA
October 2019 - present

CERESLabs in Greenfield is the only cannabis analysis laboratory in Monterey County. As operations manager, I am the direct contact to our CEO and oversee everything related to the facility and daily operations, including: ensuring good standing with our licensers such as the Bureau of Cannabis Control, Monterey County Environmental Health Department, and the City of Greenfield; manage client and vendor relationships; conduct public outreach; create and manage budgets; manage our staff; create and maintain banking relationships; follow and analyze regulations and policies impacting the cannabis industry; create and ensure compliance with standard operating procedures.

Two Girls Ranch Land, LLC
ranch manager
Gonzales, California
September 2014 - present

I live and work on a ranch outside of Gonzales, CA in the Salinas Valley. My responsibilities include managing relationships with clients and vendors in addition to administrative duties such as daily cash-flow, annual tax-filings, maintaining the LLC's good standing with the State, and Cal-Fire annual inspections. Managing the ranch also includes annual permitting with the Monterey County Agriculture Commissioner. Finally, daily activities include overseeing farming practices and two ranch laborers.

EDUCATION

CSU Monterey Bay
Leon Panetta Institute for Public Policy
Seaside California

M.A. Public Policy
Courses in emphasis completed at the Monterey Institute of International Studies
GPA: 3.92

University of Colorado at Boulder
Boulder, Colorado

Research Methodology: Department of History
Non-degree seeking (grad level)
GPA: 3.60

University of Northern Colorado
Greeley, Colorado

Bachelor of Arts
History major, Political Science minor
GPA: 3.68

PROFESSIONAL INTERESTS

- member of the Basin Management Advisory Committee of the Monterey County Water Resources Agency
- host to United States Department of Agriculture Interns at Two Girls Ranch Land, LLC

AMY L. WHITE

P.O. Box 3028
Gonzales, CA 93926-3028
(831) 277-4836
amywhite_us@yahoo.com

PROFESSIONAL EXPERIENCE

Two Girls Ranch Land, LLC
ranch manager
September 2014 - present

I live and work on a ranch outside of Gonzales, CA in the Salinas Valley. My responsibilities include managing relationships with clients and vendors in addition to administrative duties such as daily cash-flow, annual tax-filings, and maintaining the LLC's good standing with the State. Managing the ranch also includes annual permitting with the Monterey County Agriculture Commissioner. Finally, daily activities include overseeing farming practices and two ranch laborers.

LandWatch Monterey County
Executive Director
Salinas, California
May 2008 - May 2016

As Executive Director of a land-use policy organization, my duties included: full organizational and administrative management; Board-directed policy implementation via direct and indirect lobbying; budget creation and management; Monterey County land-use policy analysis; public relations; developing and maintaining relationships with elected officials; managing contracts; problem solving, especially with resolving policy disputes between diverse populations; the execution of fundraising campaigns; and reporting monthly to the Board of Directors.

Campaign to Elect Jane Parker
Campaign Coordinator
Monterey County California
February 2008- June 2008

Campaign coordinator responsibilities included: implementing the priorities identified by the campaign manager; organizing volunteer activities; maintaining voter database; precinct walking and other voter outreach activities.

EDUCATION

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Leon Panetta Institute for Public Policy
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Greeley, Colorado

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Submitted application for

AGRICULTURAL ADVISORY COMMITTEE

Email *

amy.white@cereslabs.com

This Form and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

First Name *

Amy

MI

L

Last Name *

White

Address 1 *

P.O. Box 3028

City *

Gonzales

State *

CA

Postal Code *

93926

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Ethnicity

White

Gender

Female

What district do you live in? *

District 3

Which Supervisor District are you interested in applying for? *

Non-District Restricted

Primary Phone *

831-277-4836

Alternate Phone *

Please identify how you prefer to be contacted.

Email

Are you currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group? *

Yes

If yes, please list

Monterey County Water Resources Agency's Basin Management Advisory Committee

Interests & Experiences

Please tell us about yourself and why you want serve

I manage the operations for a cannabis company in Greenfield in addition to ensuring its compliance with local and state regulations. I also own a ranch outside of Gonzales. Both my professional and personal interests revolve around agriculture, and I'd like to support the industry. Lastly, my MA degree is in public policy. I find policy matters and decision-making interesting and fun.

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

The AAC is a relevant committee that advises the County's decision makers on matters related to agriculture. I feel this objective is important and critical. Lastly, the committee is lacking some diversity in ancillary industries that I could fill, and I would enjoy and take seriously the experience.

Have you served on an advisory group before?

Yes

How did you hear about the position?

My CEO who serves on the Monterey County Cannabis Industry Association.

Monterey County Policy - states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member *

Yes

Background Information

Upload a resume with the names, addresses, and dates of employers for the last five (5) years.

View Resume (/bcandcApply/Files/a66ab71f-bbd7-4210-9dc2-31b3a5bb433d.Amy White Resume 2020.pdf)

Employer

CERESLabs

Job Title

Operations Manager

Occupation

cannabis business manager

Employer Address

334 Elm Avenue

Information Regarding Conflict of Interest and Filing of Statements of Economic Interests (Form 700)

State and local law requires that you abstain from participation in decisions that may affect your financial interest, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interest beginning with the immediate 12 months period prior to your appointment.

In accordance with Government Code Sections 87313 and the County of Monterey's Conflict of Interest Code, this Board/commission/Committee/District, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosures are:

- Investments
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the Clerk of the Board's office at 831-755-5066.

Please identify any specialized accommodations needed for equal participation:

N/A

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Enter Your Initals *

ALW

AMY L. WHITE

P.O. Box 3028
Gonzales, CA 93926-3028
(831) 277-4836
amywhite_us@yahoo.com

PROFESSIONAL EXPERIENCE

CERESLabs
Operations Manager
Greenfield, CA
October 2019 - present

CERESLabs in Greenfield is the only cannabis analysis laboratory in Monterey County. As operations manager, I am the direct contact to our CEO and oversee everything related to the facility and daily operations, including: ensuring good standing with our licensers such as the Bureau of Cannabis Control, Monterey County Environmental Health Department, and the City of Greenfield; manage client and vendor relationships; conduct public outreach; create and manage budgets; manage our staff; create and maintain banking relationships; follow and analyze regulations and policies impacting the cannabis industry; create and ensure compliance with standard operating procedures.

Two Girls Ranch Land, LLC
ranch manager
Gonzales, California
September 2014 - present

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PROFESSIONAL INTERESTS

- member of the Basin Management Advisory Committee of the Monterey County Water Resources Agency
- host to United States Department of Agriculture Interns at Two Girls Ranch Land, LLC

DocuSign Envelope ID: 5581C879-6633-4848-BE05-323656B68428

22785 Fuji Ln, Salinas, CA 93908

March 25, 2020

To: Monterey County Ag Advisory Committee

Re: Nomination for Ag Advisory Committee

To Whom it May Concern:

The purpose of this letter is twofold, first to provide an introduction and second, to nominate myself for the vacancy on the Ag Advisory Committee. I have spent the past 20 years working in the agriculture industry, and transitioned into the cannabis industry just over 3 years ago. I am currently a shareholder and the Chief Operating Officer of a large group of California Cannabis Companies and a large-scale Commercial Hemp Facility. I feel that it is critical for our success as a whole to bring together cannabis industry, produce industry and wine industry into a united group, with a united voice.

With my combined experience in traditional agriculture, cannabis and hemp, I feel that I am a perfect fit for the vacancy on the Ag Advisory Committee.

I have attached a copy of my resume for your review.

Sincerely,

DocuSigned by:
Michael Ferguson
C9451F63F779486...

Michael Ferguson, COO
Monterey Botanicals, LLC

(831) 227-7157• sempervirensconsulting@gmail.com

Michael S. Ferguson

Skill Set

- Cannabis Operations
  - Co-founded the launch of 30+ cannabis related companies
  - Lead all aspects of all areas of cannabis cultivation, nursery operations, processing, manufacturing and distribution activities
  - Management of over 500,000 currently active square feet of greenhouse space
  - Implement procedures to increase efficiency and quality of product

- Extensive experience in all aspects of Horticultural Production
  - Scheduling and Planning
  - Extensive experience in grading and quality control
  - Plug/Young Plant production of annuals and perennials
  - Use of TC material in greenhouse production systems
  - Bulb crop management
  - Laboratory Production Management
  - Expert Growing and Finishing on a wide range of crops
  - Packing, and Logistics Management of multiple commodities with specific requirements
  - Managing more than 20 acres under glass, and more than 100 acres of outdoor production

- Experience with implementation, design, and use of structures, automated equipment and machinery
  - Irrigation and boom systems
  - Grading/Sizing systems
  - Table/Tray moving systems
  - Planting/Transplanting systems
  - Media processing systems
  - Climate control systems
  - New Greenhouse Construction and Facility start up

- Personnel Management
  - More than 12 direct reports in the following departments:
    - Inventory
    - Warehouse
    - QC
    - Bulb Processing
    - Packing
    - Shipping

(831) 227-7157• 111Ferguson@gmail.com

        - Greenhouse
        - Laboratory (Tissue Culture)
        - Cut Flower Processing
    - Responsible for a full labor staff of more than 350 employees
        - Hire, manage, schedule, evaluate, and develop managerial staff in all reporting departments
        - Help improve staff morale and performance through communication, explanation of higher level corporate vision, expression of appreciation for a job well-done
    - Lead weekly meetings with Production and Sales staff
    - Development of comprehensive and detailed SOPs for all areas of the company
        - From receiving of POs through Shipping
    - Close interaction with Ownership, Accounting, Customer Service, Field Production, Human Resources, Maintenance, and Breeding

- Financial Management
    - Responsible and accountable for setting and achieving budget goals for all facility departments
    - Implement company wide cost saving plans
    - Review and analysis of P&L statements
    - Negotiation of prices and terms with suppliers and contracted companies
    - Contribute to product pricing plans with Sales Department
    - Plan, execute, and review all major purchasing cahnnels

- Relationship Management
    - Direct Relationship building with brokers, customers, and other agencies
        - Understanding needs, challenges, and requests of customers and brokers, and implementing action plan responses when necessary
        - Addressing credits and customer feedback
        - Giving technical advice to growers/customers
        - Handling Energy Provider relationships and communication
        - Serving a point of contact for Government Agencies
            - USDA, APHIS
            - Environmental Health Department
            - OSHA
        - Logistics Companies Relations
            - Air Freight
            - North American LTL and FTL
            - Common Carrier Services

- Personal Attributes
    - Strong interpersonal skills
    - Keen attention to detail
    - Extremely organized

(831) 227-7157• sempervirensconsulting@gmail.com

- Assertive
- Self-starter
- Problem solver
- Life-long Learner and Student (There is always more to learn)
- Growth mindset
- Responsible and Accountable Leader and Team Player

Experience

- January 2017 - Present Monterey Botanicals, LLC and its 30+ affiliates Monterey County, CA
  - **Chief Operating Officer, Owner and Board Member**
    - Reporting to Owners and the Board

- February 2014 - January 2017 Golden State Bulb Growers Moss Landing, CA
  - **Operations Manager**
    - Reporting to CEO and Owner

- August 2012 – January 2014 T&L Nursery Inc. Redmond, WA
  - **Head Grower/Production Manager**
    - Reporting to GM

- June 2011 – August 2012 Northwest Horticulture LLC Mabton, WA
  - **Stock Plant and Technical Support Manager**
    - Reporting to Facility Director

- May 2008 – June 2011 Green Circle Growers Inc. Oberlin, OH
  - **Head Orchid Grower/Facility Manager**
    - Reporting to COO, Owner

- Oct. 2006 – May 2008 Dahlstrom & Watt Inc. Smith River, CA
  - **Assistant Production Manager**
    - Reporting to Production Manager/Head Grower/Owner

Other Relevant Experience

- Cannabis Activities- 2002 – Present
  - Producing high yeild and high quality
  - Various production models
    - Soil, Soilless, and Hydroponic Substrates
    - Indoor- up to 500 ft2 rooms, various container sizes
    - Outdoor- up to 35 gallon container size
    - Greenhouse – over 300,000 square feet of greenhouse space
    - Distribution – statewide
    - Numerous production models and techniques
  - Familiarity with all aspects of post-harvest handling

(831) 227-7157• 111Ferguson@gmail.com

Languages

Fully Bilingual in English and Spanish

Education

2001-2006 **University of Wisconsin** Madison, WI
Bachelor of Science in Horticulture
Bachelor of Science in Spanish

References

-Available upon request

County of Monterey

NOTIFICATION TO CLERK OF APPOINTMENT

To: Valerie Ralph, Clerk of the Board's Office Date forwarded to Clerk: 9/3/2020

From: Henry S. Gonzales, Agricultural Commissioner

Board of Supervisors Meeting Date: 9/22/2020

Name of Board, Commission or Committee: Agricultural Advisory Committee

Name and Address of Appointee: Michael Ferguson

Telephone Number (Work) of Appointee:

Check One:

- ☑ New Term
- ❑ Filling Vacancy
- ❑ Reappointment
- ❑ Replacing which member:

Maddy Act Regulations:

If applicable, check below regarding the reason for the vacancy:

Resignation of Member	☐
Death of Member	☐
Member did not complete term	☐
Other:	☐

TERM EXPIRATION DATE: 6/30/2023

For Clerk to Board use: _____ Web updated ____ Maddy Book updated _____ Added to Legistream agenda_____

Rev. 8/27/2004

County of Monterey

NOTIFICATION TO CLERK OF APPOINTMENT

To: Valerie Ralph, Clerk of the Board's Office Date forwarded to Clerk: 9/3/2020

From: Henry S. Gonzales, Agricultural Commissioner

Board of Supervisors Meeting Date: 9/22/2020

Name of Board, Commission or Committee: Agricultural Advisory Committee

Name and Address of Appointee: Amy White

Telephone Number (Work) of Appointee:

Check One:

- ☑ New Term
- ❑ Filling Vacancy
- ❑ Reappointment
- ❑ Replacing which member:

Maddy Act Regulations:

If applicable, check below regarding the reason for the vacancy:

Resignation of Member ☐

Death of Member ☐

Member did not complete term ☐

Other: ☐

TERM EXPIRATION DATE: 6/30/2023

For Clerk to Board use: _____ Web updated ____ Maddy Book updated _____ Added to Legistream agenda_____

Rev. 8/27/2004

Monterey County

Board Report

Legistar File Number: APP 20-121

Item No.5

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

September 22, 2020

Introduced: 9/17/2020
Version: 1

Current Status: Appointment
Matter Type: Appointment

~~Reappoint Albert Dani to the King City Cemetery Board with a term ending date of July 1, 2024. (Full Board)~~ (REMOVED VIA SUPPLEMENTAL)
[Enter Text Here]

NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office **Date forwarded to Clerk: September 17, 2020**

From: **Supervisor Chris Lopez, District 3**

Board of Supervisors Meeting Date**: September 22, 2020**

Name of Board, Commission, or Committee:
King City Cemetery Board

Name and Address of Appointee:
Albert Dani

Telephone Number of Appointee: (Work)
(Cell)
(Home)

Check one:

New Term _____

Reappointment __√__

Filling an unexpired term _____ (if checked, fill in who is being replaced and reason below)

Replacing which member: _____

Maddy Act Regulations:

If applicable, check below regarding the reason for the unexpired term:

Resignation of member _____

Death of member _____

Member did not complete term _____

Other _____

***TERM EXPIRATION DATE*: 07/01/24**

Clerks use: _____ Web updated _____ Maddy Book updated _____ Added to Legistream agenda

Monterey County

Board Report

Legistar File Number: OBM 20-086

Item No.6

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

September 22, 2020

Introduced: 9/14/2020
Version: 1

Current Status: Board Comments
Matter Type: Other Board Matters

Board Comments

Monterey County

Board Report

Legistar File Number: OBM 20-087

Item No.8

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

September 22, 2020

Introduced: 9/14/2020

Current Status: County Administrative Officer Comments and Referrals

Version: 1

Matter Type: Other Board Matters

County Administrative Officer Comments and Referrals

Monterey County Board of Supervisors

MEETING:	**September 22, 2020 - Other Board Matters**	
SUBJECT:	Board Referrals Update	
DEPARTMENT:	County Administrative Office	

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept. / Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
1	2016.02	4/12/16	Potter	RMA / County Counsel	Girard/Holm	5/10/16	Short Term Rental (STR) Ordinance a) Prioritize completion of the STR rental ordinance by scheduling a final meeting of the STR Working Group; and b) Present a complete STR Ordinance to the Planning Commission; c) County Counsel respond to the Board re. County not engage in code violation citations while the STR ordinance is being developed.	RMA presented the most recent draft ordinance to the Planning Commission. Staff will be returning to the Planning Commission with draft ordinances in June 2020, asking for a recommendation that staff can present to the Board. Staff anticipates presenting this item to the Board of Supervisors on October 13, 2020, for policy direction back to the Planning Commission.	Pending
2	2017.18	9/19/17	Board	Human Resources	Ramirez-Bough	10/24/17	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. A report will be presented to the Board on October 6, 2020.	Pending
3	2017.20	11/19/19	Alejo	RMA	Holm	1/28/20	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.	Postponed
4	2017.21	9/26/17	Alejo	RMA / Econ. Dev.	Holm	12/12/17	Expand access to Accessory Dwelling Units (ADU) in Monterey County to address housing shortage in Monterey County.	An ordinance was adopted by the Board on September 15, 2020. Staff is working with the ADU Committee via United Way on standard plans.	Pending
5	2017.24	10/24/17	Alejo/Salinas	Probation/RMA	Keating	12/12/17	Proposal to consolidate the current "Youth Center" on 970 Circle Drive in east Salinas with the new Juvenile Hall on 1420 Natividad Road and repurpose the property on 970 Circle Drive.	Phase I of the new Juvenile Hall facility was completed in August 2020 and residents were transferred to the new facility. Probation submitted a follow-up memo with a status update on the project and a referral recommendation on August 28, 2020.	**Completed**
6	2018.15	6/5/18	Phillips./Alejo	RMA	Holm	7/17/18	Consider zoning changes to prohibit drilling for oil & gas north of King City	Present options for initiating amendments to County zoning to prohibit new oil and gas exploration in Monterey County except in the southern Salinas Valley, generally south of King City and east of the Santa Lucia range, so that it meets all legal requirements. RMA prepared options for consideration by the Planning Commission at a workshop held on 7/11/18. Referral postponed until Measure Z litigation is concluded.	Postponed

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7	2018.16	6/26/2018	Alejo	County Counsel/Auditor-Controller	Girard/Shah	8/28/2018	Update County Travel Policy by County Counsel in coordination with the Auditor-Controller's Office.	Monterey County's travel policy managed by the Auditor-Controller has not been updated in many years and today, it does not compare with current market prices or organizational procedures and may exceed legal requirements. The current policy creates barriers for county staff to be able to effectively represent county business at conferences, trainings or in litigation. This policy also conflicts with another travel policy found in the Personnel Policies and Practices Resolution (PPPR). This referral seeks to update the policies to account for inconsistencies, business needs, efficiency, market prices, whether government rates are available or whether the discounted lodging rooms were secured by conference organizers, such as the California State Association of Counties. This lack in clarity in the existing policy is costing unnecessary staff time and an update would modernize our policy with current standards. The new policy should meet Federal and State law while supporting business efficiency. A revised policy was presented to the Board on November 6, 2018. An updated memo was submitted to the Board. A revised policy will be presented to the Board on September 29, 2020.	Pending
8	2018.28	12/4/2018	Phillips	RMA	Holm	12/11/2018	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. Staff will provide a memorandum to the Board in the near future.	Pending
9	2019.08	9/10/2019	Alejo	RMA/IGLA	Holm/Chiulos	12/10/2019	State Funding for the Historic Old Monterey County Jail	A presentation of options for the disposition of the Old Jail was provided on September 10, 2019. The Board identified specific options and authorized Supervisor Alejo to pursue state funding match ($10M) in the 2020 budget, which will be determined by June 2020. Meanwhile, RMA has coordinated with City staff on their Lincoln Avenue Corridor Master Plan efforts that includes an option for potential reuse of the old jail site. Due to the pandemic the Legislature did not entertain specific budget requests, such as that for the Old Jail. This item is now on hold until the State Budget situation improves	Postponed
10	2019.11	10/8/2019	Adams	Health/Environmental Health/Co Counsel	Jimenez/Ramirez/Strimling	11/19/2019	Establish an Ordinance restricting the use of single-use plastics	Establish an Ordinance restricting the use of single-use plastics and disposable food service ware in the unincorporated County. Plastic waste is polluting the marine environment at a runaway pace: 80% of ocean litter comes from land-based sources, and according to the 2011 Clean Water Action Study, 67% of litter in commercial streets is comprised of single use disposable food and beverage packaging. It's a growing problem that wreaks havoc on local environments. Communities across our region are taking action to address the global plastic letter problem by banning or significantly restricting the use of single-use plastics and disposable food service ware. The County of Monterey can support local efforts to reduce waste, protect the environment, and further solidify our county as a "sustainable destination" by enacting an ordinance restricting the use of single-use plastics and disposable food service ware in the unincorporated county. The City of Monterey recently enacted its Environmentally Acceptable Food Service Ware ordinance, developed using an inclusive community process. This ordinance should serve as a reference to the County as it undertakes adoption of its own restrictions on the use of single-use plastics and disposable food service ware in the unincorporated county. A status update was provided to the Board on January 28, 2020. Staff has begun the process of establishing an ordinance addressing single use plastics and intends on providing a report to the Board at a future date. Staff will continue to conduct outreach under modified conditions.	Postponed

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept. Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
11	2019.12	10/15/2019	Alejo & Adams	RMA	Holm/Swanson	12/10/2019	Strengthen Monterey County's ordinance regarding archeological on-site monitoring requirements for development projects to better protect Native American and other cultural resources and provide increased daily fines for violations to better ensure compliance.	RMA anticipates providing a report to the Board on June 16, 2020, that seeks Board consideration of prioritizing resources for this referral. Staff provided a presentation to the Board on June 16, 2020. Per Board direction, County Counsel and RMA conferred on the preparation of an ordinance. The first reading of the ordinance was presented to the Board on July 7, 2020. The final adoption of the ordinance was taken before the Board on July 28, 2020 and was continued to August 18, 2020. The Board considered this item on September 15, 2020. Based on Board direction, staff will be revising the ordinance and returning to the Board at a later date.	Pending
12	2019.18	12/10/2019	Parker	Health	Jimenez/Burnham	1/14/2020	Spay and Neuter Ordinance	According to the 2017-2018 Monterey County Civil Grand Jury report on Animal Control in Monterey County, 67% of all cats entering the county shelter are euthanized. The Grand Jury suggests that the "County would benefit from a more aggressive spay/neuter program coupled with more education and outreach regarding owner responsibility." This referral requests a presentation to the Board with options to adopt a county spay and neuter ordinance that includes a plan for accessible spay/neuter options and education and outreach regarding owner responsibility. This item is being postponed to a later time due to pending and continued progress in increasing low cost neuter options in the community.	Postponed
13	2020.01	12/14/2019	Alejo	CAO	Woods	7/7/2020	Formula-E Racing at Laguna Seca Raceway	To research and initiate efforts to attract the first Formula-E racing event to the WeatherTech Laguna Seca Raceway, the only event of its kind on the West Coast. The latest innovation in auto racing is electric-battery operated racing vehicles. Formula-E racing is the world's first electric street racing series that was inaugurated in 2014 and is sanctioned by FIA or the Federacion Internationale de I'Automobile headquartered in Paris. Like Formula 1, Formula-E is a racing championship with single-seater, open cockpit vehicles, and can reach 62 mph in 2.8 seconds, similar as their gas-powered counterpart. But their maximum speed is about 174 mph as compared to the Formula 1 cars at 230 mph. Formula-E currently takes place in New York City, Mexico City, Berlin, Seoul, Jakarta, Rome, Santiago, Diriyah, Marrakesh, Sanya, Paris and London. Long Beach was the only prior site on the west coast to hold races in the 2014-15 and 2015-16 racing seasons. With our close proximity to the Silicon Valley and the San Francisco Bay area, Laguna Seca Raceway is ideally located to hold such a global event and attract potential sponsors from the tech and electric-vehicle industry. It could also attract a new generation of fans from the tech sector. E-racing is the future of auto racing in the world and it also promotes cleaner and quieter vehicles/events. An event at Laguna Seca could also showcase the latest manufacturing of electric and hybrid racing and conventional vehicles from California and throughout the world. With the recent development of Stay in Place Order nationwide/worldwide the sport of racing had come to a sudden halt and interest in expansion of most racing series at new circuits was not an industry priority. Until racing, including e-formula resumes established circuit activities expansion is not a priority focus as priority focus will be on reestablishing the sport. Once racing has achieved a successful restart staff will begin exploration of new racing events, including but not limited to e-formula, timeline would be to initiate discussions in early 2021 with a potential deal in 2023.	Pending
14	2020.06	1/28/2020	Parker	RMA	Holm	3/10/2020	Install speed limit signs on West Camp/Watkins Gate Roads	This is a request for Public Works to install a speed limit sign on West Camp Road heading toward Watkins Gate Road, and a second sign on Watkins Gate Road immediately after the intersection with East Garrison Road. There is only one speed limit sign indicating a 25 mph zone, and it is on the downhill portion of West Camp Road immediately before Reservation Road. Drivers who are cutting through East Garrison on the perimeters roads have been observed driving 50 mph before reaching the only speed limit sign towards the end of that route. Since there are homes on only one side of the street, drivers may be unaware that it is considered a residential zone with a slower speed limit. Staff will provide a report to the Board on September 29, 2020.	Pending

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15	2020.09	2/25/2020	Lopez	CAO	Chiulos	3/24/2020	Murals at the Government Center	Partner with the Arts Council of Monterey County to create murals on the walls of the stairways at the County Government Center located at 168 West Alisal. Staff will provide a Board report and presentation on ~~September 22~~ October 27, 2020.	Pending
16	2020.11	3/3/2020	Lopez & Alejo	CAO	Woods	4/7/2020	Investigate the feasibility and viability of the creation of a public bank to serve our local government needs.	The referral seeks for staff to investigate the feasibility and viability of the creation of a public bank to serve our local government needs, while not competing with our local and national banking institutions. Recently passed state legislation, AB 857, allows for the establishment of ten public banks in California to address the needs of California local governments. The County is a top rated credit agency and this allows ease of access to credit markets at favorable rates that are well subscribed County issuances. For this reason, as well as minimal County issuance activity, creation of a public bank is not recommended. If it is desired to create a public bank to increase access to credit for other public agencies, it is estimated that the cost to engage banking professionals could exceed $100,000. Staff will bring a report in October 2020 to the Board of Supervisors to determine the Board's interest in hiring banking industry professionals to engage in a feasibility study.	Pending
17	2020.12	3/3/2020	Phillips & Adams	CAO/RMA	Vega/Holm	4/7/2020	Consider funding options to increase the Pavement Condition Index of County roads to at least a "Fair" standard over the next ten years.	The referral seeks to establish funding for a program to increase the condition of our county roads over the next ten years that will reduce long term capital expenses. Staff has met to discuss options. Staff will need to access fiscal impacts from COVID-19 prior to responding to this referral. It is anticipated that staff will have the information needed by December 2020.	Pending
18	2020.14	4/14/2020	Phillips	Social Services	Medina	4/21/2020	Provide funding support for the Food Bank of Monterey County	On April 21, 2020, the Board approved the allocation of $250,000 to fund the Food Bank of Monterey County. An update on future plans for months six and twelve was provided to the Board on June 23, 2020, at which time the Board authorized an additional allocation in the amount of $500,000. The Board directed that $250,000 be issued at that time, with the remaining $250,000 to be issued at a later time contingent upon the Food Bank providing needed data to complete a more comprehensive analysis. Staff anticipates providing an update to the Board in early to mid October 2020.	Pending
19	2020.18	5/5/2020	Parker	Health	Jimenez	5/12/2020	Weekly report on progress to meet six State indicators for reopening	The referral requests a presentation to the Board and a weekly status report for the Board and Public that outlines actions being taken by the County to meet California's six indicators for modifying the stay-at-home order. The referral further requests a robust plan to communicate weekly status towards these six indicators via a digital dashboard that includes, at a minimum, the County staff/departments who are leading action on each indicator, outside agencies who share responsibility, metrics to measure our progress towards goals, and barriers and/or resources needed to make progress. Staff will provide weekly status updates as part of the COVID-19 updates provided during the Board of Supervisor meetings.	Ongoing
20	2020.21	6/9/2020	Alejo	Sheriff	Bernal	8/04/20 - 9/01/20	Review of Use of Force Policies, Recruitment and Training	The referral seeks to review and engage the community in dialogue on the use of force policies by the Monterey County Sheriff' Department, recruitment, and training, including language and cultural sensitivity, crisis management and dealing with persons with mental health conditions. Referral further requests an evening meeting to better engage the community and solicit input, report findings, and make any necessary reforms based on findings. This referral also aims to engage in this process and conversation jointly with the Salinas City Council and the Salinas Police Department. A presentation will be provided to the Board on October 6, 2020.	Pending
21	2020.22	7/7/2020	Phillips	CAO	Bokanovich	7/28/2020	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. Exceptions may be made for urgent matters. Staff will provide a report to the Board in late September 2020.	Pending

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22	2020.23	8/18/2020	Alejo	DSS	Medina		Monterey County Emergency Renters Relief Program	This referral seeks to provide relief to local low-income renters adversely impacted by the COVID-19 crisis using federal CARES funding. This referral was reassigned to DSS on 8/20/20. DSS anticipates providing a report and presentation to the Board on September 29, 2020.	Pending
23	2020.24	8/18/2020	Adams	RMA	Holm		Ensuring Public Safety and Disaster Response Capacity through Airport Acquisition	This referral requests that opportunities be explored for a County, and/or a County-Community Partner(s), acquisition of the Carmel Valley Airport to ensure public safety and disaster response capacity, particularly related to fire response, as well as preservation of open space. The referral further requests ongoing status reports to the Board, with the first report due to the Board on October 1, 2020. Staff anticipates providing a preliminary report to the Board by October 1, 2020.	Pending
24	2020.25	9/15/2020	Alejo/Lopez	ITD	Chatham		Addressing Digital Divide in Salinas and Throughout Monterey County	This referral seeks to support collaborative efforts to address the digital divide in partnership with local school districts, cities, the County of Monterey, and community partners to address the digital divide for our local students and all other county residents, and to advocate for solutions at the state and federal level. The referral requests that the Board of Supervisors advocate at the Federal Communications Commission (FCC) so that broadband internet access is regulated once again as a utility that is necessary for all Californians' daily lives, and support legislation to reform existing state programs to expand internet access, generate needed revenue and make it easier for local governments to obtain funding to move local projects forward more expeditiously. The referral also requests that Monterey County formally request and sponsor legislation for a universal broadband bond to be place on the 2022 election ballot to generate the billions needed to address the digital divide in California once and for all. A county-wide community survey is also requested as soon as possible to engage local residents on their needs and concerns regarding the digital divide, online student distance learning, and access to affordable internet service. Staff anticipates providing a presenation to the Board of Supervisors on October 20, 2020.	Pending
	Completed by Executive Assistant on September 17, 2020								

Monterey County

Board Report

Legistar File Number: OBM 20-088

Item No.9

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

September 22, 2020

Introduced: 9/14/2020
Version: 1

Current Status: General Public Comments
Matter Type: Other Board Matters

General Public Comments

This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board of Supervisors. Board members may respond briefly to the statement made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Board at a future meeting.

Introduced: 9/3/2020 **Current Status:** Scheduled PM

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

Receive the Pesticide Notification Near Schools Pilot Project Report.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Receive the Pesticide Notification Near Schools Pilot Project Report.

SUMMARY:
In 2016, the Monterey County Agricultural Commissioner's Office launched a pilot project to provide parents, students, teachers, school employees, and the community with information about fumigant use on farmland within a quarter of a mile of three (3) schools in the Pajaro Valley Unified School District (PVUSD). The three (3) pilot project school communities included: Ohlone Elementary, Pajaro Middle School, and Hall District Elementary. The project consisted of stakeholder meetings, focus groups, and the FarmingSafelyNearSchools.com website. A key feature of the website was the ability to register to receive notifications of scheduled fumigations within a quarter of a mile of the three (3) pilot project schools.

The California Department of Pesticide Regulation (DPR) provided an initial grant of $75,000 to start the project. In 2017, our office applied for and received a second grant for a total of $94,240. The additional funding allowed for the expansion of the pilot project through the launch of the website, expansion of the notification system into North Monterey County Unified School District (NMCUSD), and continued and expanded outreach efforts. The grant funding ended June 30, 2020. The Agricultural Commissioner’s office contributed an additional $100,000 in-kind support of the project over the duration of the project. Since the website is constructed, we will keep the site active and continue to send the text and email notifications to the individuals that have registered.

In the spring of 2018, the FarmingSafelyNearSchools.com website was launched as a communications network. The site provides relevant information including health facts, pesticide and fumigation regulations, maps of schools and their proximity to farms and ranches, and a sign-up for interested parties to receive notification before a fumigant is applied on a farm within a quarter mile of school grounds. The pilot project requires that growers submit their notice of intent (NOIs) five (5) days prior to fumigating within a quarter mile of the pilot school. The NOIs are then uploaded by our office and posted on the FarmingSafelyNearSchools.com website and distributed to those individuals who signed up to receive notification by email or text.

A stakeholder group consisting of Agricultural Commissioners, School District Superintendent,

principals and administrators, and advocacy groups was formed. Input from stakeholders provided valuable feedback for the website. The website went live in spring 2018 and was finalized in April 2019. Since the launch there have been 4,778 total users, 2,117 of which were from California.

In the PVUSD and NMCUSD sixty-seven percent (67%) of children ages 5-17 have Spanish spoken at home. The website was fully translated to Spanish in 2018. Eight (8%) percent of the total views of the FarmingSafelyNearSchools.com website were in the Spanish version.

The communications network was expanded by initiating community engagement in North Monterey County, partnering with the NMCUSD. The objective was to hear from stakeholders in NMCUSD about their interest in expanding the website into their communities. The website expanded in September 2018 and provided notification to seven additional schools. However, there was a lack of interest in North Monterey County and no participation from the school communities.

DISCUSSION:
Fumigant and other pesticide applications near schools (and notification thereof) are a complex issue, as many stakeholder groups have their own interests. A complication is the ever-changing regulatory environment. In the case of the Pesticide Notification Near Schools pilot project, the 2018 Pesticides Use Near Schools regulation made the pilot project less relevant since the regulation prohibited almost all pesticide applications within a quarter mile of all schools statewide Monday through Friday, during the hours of 6:00 a.m. to 6:00 p.m. All of the fumigation applications during the course of this project were conducted on a Saturday, per regulation or on a day when children were not present at schools and would not be present for an additional 36 hours.

In order for a communication network to be successful, good communication between the project team and stakeholders is essential. Stakeholder engagement and communication is labor-intensive with associated costs. Working with stakeholders across several sectors - agriculture, labor, activists, and education - proved to be both beneficial and challenging.
One (1) of the Website development grant objectives was to evaluate website content with various stakeholder groups. The evaluation included holding two (2) meetings annually with the Monterey Bay Central Labor Council (MBCLC) to provide project updates and evaluate website content. A representative from Safe Ag Safe Schools (SASS) was also invited to attend. Over the course of the grant project several suggestions were incorporated into the website, including improvements to the Spanish translation and additional and/or updated content. In December 2018, a text message option for notification was implemented and there were 73 signups for text notifications and 161 signups for email during the life of the project. Additionally, to promote signups a post card with easy notification instructions in both English and Spanish was developed and distributed at the press conference in April 2019 and all subsequent stakeholder meetings.

However, as a result of the notification component on the website we observed a higher level of scrutiny around fumigation applications from advocacy groups. Although regular communication and collaboration was maintained with members of Safe Ag Safe Schools (SASS), it was observed on two (2) occasions that SASS utilized the notification system in an attempt to stop scheduled fumigation applications. However, due to the ongoing collaboration and outreach with PVUSD, both incidents did not impact the grower's ability to legally fumigate. On another occasion within the NMCUSD, a

very time-consuming permit appeal request was filed, which required extensive work with the grower, pest control company, pest control advisor and the DPR.

In 2017 our goal was to expand the pilot project into North Monterey County through partnering with NMCUSD. Like our relationship with PVUSD, we had hoped to meet with the Superintendent and eight (8) stakeholders four (4) times a year and hold community outreach meetings eight (8) times a year.

Twelve North Monterey County community members were contacted to request their participation as stakeholders in the community engagement phase of the Fumigation Notification Pilot Project in NMCUSD. The community members represented broad stakeholder groups as identified in the original pilot project. Unfortunately, we found the community outreach quite challenging. We found that a very small sample of those contacted responded with interest in participating, while several referred us back to the NMCUSD Safety Officer, the remaining stakeholders stated that they were not interested in participating. Subsequently those that expressed interest were repeatedly contacted via email and phone with no response. Due to the lack of interest in North County and no participation from the school communities, it was determined that the NMCUSD had other priorities and the tasks involving outreach for North County were discontinued. The full report is included (see Attachment 1).

Even so, in October 2018 seven (7) schools in NMCUSD were added to the FarmingSafelyNearSchools.com website. They included: North Monterey County High School, North Monterey County Middle School, Castroville Elementary School, Prunedale Elementary, Echo Valley Elementary, Elkhorn Elementary School, and Central Bay High School.

OTHER AGENCY INVOLVEMENT:
DPR provided grant funding and oversight of the pilot project which consisted of stakeholder meetings, focus groups, and development of the FarmingSafelyNearSchools.com website. Three (3) PVUSD school communities participated in the pilot project including Ohlone Elementary, Pajaro Middle School, and Hall District Elementary. Seven (7) NMCUSD schools including North Monterey County High School, North Monterey County Middle School, Castroville Elementary School, Prunedale Elementary, Echo Valley Elementary, Elkhorn Elementary, and Central Bay High School were added to the FarmingSafelyNearSchools.com website.

FINANCING:
The DPR grant was a one-time grant and not considered in the FY 20-21 budget. The General Fund will not be impacted. Funding for the website is de minimis.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

	Economic Development
	Administration
X	Health & Human Services
	Infrastructure
	Public Safety

Prepared by:
Heather Healy, Chief Deputy Agricultural Commissioner, 759-7316

Approved by:
Henry S. Gonzales, Agricultural Commissioner, 759-7325

Attachments:
Board Report
Attachment 1 Outreach Efforts within PVUSD and NMCUSD

DocuSign Envelope ID: 316CC5B3-133F-40D1-8803-2E4CC7CC00A9

Introduced: 9/3/2020
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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The California Department of Pesticide Regulation (DPR) provided an initial grant of $75,000 to start the project. In 2017, our office applied for and received a second grant for a total of $94,240. The additional funding allowed for the expansion of the pilot project through the launch of the website, expansion of the notification system into North Monterey County Unified School District (NMCUSD), and continued and expanded outreach efforts. The grant funding ended June 30, 2020. The Agricultural Commissioner’s office contributed an additional $100,000 in-kind support of the project over the duration of the project. Since the website is constructed, we will keep the site active and continue to send the text and email notifications to the individuals that have registered.

In the spring of 2018, the FarmingSafelyNearSchools.com website was launched as a communications network. The site provides relevant information including health facts, pesticide and fumigation regulations, maps of schools and their proximity to farms and ranches, and a sign-up for interested parties to receive notification before a fumigant is applied on a farm within a quarter mile of school grounds. The pilot project requires that growers submit their notice of intent (NOIs) five (5) days prior to fumigating within a quarter mile of the pilot school. The NOIs are then uploaded by our office and posted on the FarmingSafelyNearSchools.com website and distributed to those individuals who signed up to receive notification by email or text.

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DISCUSSION:
Fumigant and other pesticide applications near schools (and notification thereof) are a complex issue, as many stakeholder groups have their own interests. A complication is the ever-changing regulatory environment. In the case of the Pesticide Notification Near Schools pilot project, the 2018 Pesticides Use Near Schools regulation made the pilot project less relevant since the regulation prohibited almost all pesticide applications within a quarter mile of all schools statewide Monday through Friday, during the hours of 6:00 a.m. to 6:00 p.m. All of the fumigation applications during the course of this project were conducted on a Saturday, per regulation or on a day when children were not present at schools and would not be present for an additional 36 hours.

In order for a communication network to be successful, good communication between the project team and stakeholders is essential. Stakeholder engagement and communication is labor-intensive with associated costs. Working with stakeholders across several sectors - agriculture, labor, activists, and education - proved to be both beneficial and challenging.
One (1) of the Website development grant objectives was to evaluate website content with various stakeholder groups. The evaluation included holding two (2) meetings annually with the Monterey Bay Central Labor Council (MBCLC) to provide project updates and evaluate website content. A representative from Safe Ag Safe Schools (SASS) was also invited to attend. Over the course of the grant project several suggestions were incorporated into the website, including improvements to the Spanish translation and additional and/or updated content. In December 2018, a text message option for notification was implemented and there were 73 signups for text notifications and 161 signups for email during the life of the project. Additionally, to promote signups a post card with easy notification instructions in both English and Spanish was developed and distributed at the press conference in April 2019 and all subsequent stakeholder meetings.

However, as a result of the notification component on the website we observed a higher level of scrutiny around fumigation applications from advocacy groups. Although regular communication and collaboration was maintained with members of Safe Ag Safe Schools (SASS), it was observed on two (2) occasions that SASS utilized the notification system in an attempt to stop scheduled fumigation

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applications. However, due to the ongoing collaboration and outreach with PVUSD, both incidents did not impact the grower's ability to legally fumigate. On another occasion within the NMCUSD, a very time-consuming permit appeal request was filed, which required extensive work with the grower, pest control company, pest control advisor and the DPR.

In 2017 our goal was to expand the pilot project into North Monterey County through partnering with NMCUSD. Like our relationship with PVUSD, we had hoped to meet with the Superintendent and eight (8) stakeholders four (4) times a year and hold community outreach meetings eight (8) times a year.

Twelve North Monterey County community members were contacted to request their participation as stakeholders in the community engagement phase of the Fumigation Notification Pilot Project in NMCUSD. The community members represented broad stakeholder groups as identified in the original pilot project. Unfortunately, we found the community outreach quite challenging. We found that a very small sample of those contacted responded with interest in participating, while several referred us back to the NMCUSD Safety Officer, the remaining stakeholders stated that they were not interested in participating. Subsequently those that expressed interest were repeatedly contacted via email and phone with no response. Due to the lack of interest in North County and no participation from the school communities, it was determined that the NMCUSD had other priorities and the tasks involving outreach for North County were discontinued. The full report is included (see Attachment 1).

Even so, in October 2018 seven (7) schools in NMCUSD were added to the FarmingSafelyNearSchools.com website. They included: North Monterey County High School, North Monterey County Middle School, Castroville Elementary School, Prunedale Elementary, Echo Valley Elementary, Elkhorn Elementary School, and Central Bay High School.

OTHER AGENCY INVOLVEMENT:
DPR provided grant funding and oversight of the pilot project which consisted of stakeholder meetings, focus groups, and development of the FarmingSafelyNearSchools.com website. Three (3) PVUSD school communities participated in the pilot project including Ohlone Elementary, Pajaro Middle School, and Hall District Elementary. Seven (7) NMCUSD schools including North Monterey County High School, North Monterey County Middle School, Castroville Elementary School, Prunedale Elementary, Echo Valley Elementary, Elkhorn Elementary, and Central Bay High School were added to the FarmingSafelyNearSchools.com website.

FINANCING:
The DPR grant was a one-time grant and not considered in the FY 20-21 budget. The General Fund will not be impacted. Funding for the website is de minimis.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Economic Development
Administration
X Health & Human Services

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Infrastructure
Public Safety

Prepared by: DocuSigned by: Heather Healy 8E79F0A4D156453...
Heather Healy, Chief Deputy Agricultural Commissioner, 759-7316

Approved by: DocuSigned by: Henry S. Gonzales 624C076D7CF744D...
Henry S. Gonzales, Agricultural Commissioner, 759-7325

Attachments:
Board Report
Attachment 1 Outreach Efforts within PVUSD and NMCUSD

FINAL REPORT

Pesticide Notification Near Schools, 17-PML-G001

Grantee- Heather Healy, Chief Deputy Agricultural Commissioner

Team Members-
Traci Townsend-Gieg, Townsend and Associates, Pilot Project Team Member
Joann Perron, Monterey County Ag Commissioner's Office, Public Health Advisor
Stephanie McMurtrie, Townsend and Associates, Community Outreach
Teresa Thorne, Thorne Communications, Website Development
Lea Brooks, Thorne Communications, Website Content Development
Carolyn O'Donnell, California Strawberry Commission

Grant Manager- Catherine Bilheimer

June 30, 2020

Project Summary

The Monterey County Agricultural Commissioner's Office launched a pilot project in 2016 to provide parents, students, teachers, school employees, and the community with information about fumigant use on farmland within a quarter of a mile of schools in Monterey County. The pilot project consisted of a website, stakeholder meetings, and focus groups. This grant expanded the pilot project through the launch of the website, expansion of the notification system into North Monterey County Unified School District (NMCUSD), and continued and expanded outreach efforts.

In the spring of 2017, the FarmingSafelyNearSchools.com website was launched as a communications network. The site provides relevant information including health facts, pesticide and fumigation regulations, maps of schools and their proximity to farms and ranches, and a sign-up for interested parties to receive notification before a fumigant is applied on a farm within a quarter mile of school grounds (see Addendum 1 and 2, maps from FarmingSafelyNearSchools.com website). The pilot project included three school communities in the Pajaro Valley Unified School District (PVUSD): Ohlone Elementary, Pajaro Middle School, and Hall District Elementary.

A stakeholder group consisting of Agricultural Commissioners, School District Superintendent, principals and administrators, and advocacy groups was formed. (See Addendum 3, Stakeholder List). Input from stakeholders provided valuable feedback for the website. After the website was finalized the stakeholders indicated that there was improved dialogue between schools, growers, and families. However, without a pre-pilot survey we cannot know how much improvement there actually was or whether there was any improved dialogue between schools, growers, and families. The website system of communication was described as an improvement from previous methods and the reporting requirement that growers submit the Notice of Intent (NOI) to the Monterey County Agricultural Commissioner's Office (MCAC) who subsequently provides notification to the individuals was working. The website went live in spring 2017 and was finalized in April 2019. Since the launch there have been 4,778 total users, 2,117 of which were from California. The four counties with the top number of users

were San Francisco, Monterey, Sacramento, and Santa Cruz, respectively. The average duration on the site was 2.59 minutes. Complete analytics are included (see Addendum 4, Website Analytics).

In the PVUSD and NMCUSD sixty-seven percent of children ages 5-17 have Spanish spoken at home. The website was fully translated to Spanish in 2018 and eight percent of the total views of the FarmingSafelyNearSchools.com website were on the Spanish version. The site also added an embedded survey and 16 people responded. Eighty percent of the respondents agreed that the website was a beneficial tool for the community.

An NOI is required by farmers five days prior to fumigating within a quarter mile of a school. The NOIs were posted on the FarmingSafelyNearSchools.com website and individuals who signed up received a notification by email or text. An NOI is for a specific application and additional notifications are filed as the jobs were rescheduled. During the life of the project there were a total of 16 NOIs and 21 notifications: 2018- six NOIs, eight notifications; 2019- seven NOIs, nine notifications; 2020- three NOIs, four notifications.

The communications network was expanded by initiating community engagement in North Monterey County, partnering with the NMCUSD. The objective was to hear from stakeholders in NMCUSD about their interest in expanding the website into their communities. The website expanded in September 2018 and provided notification to seven additional schools. However, there was a lack of interest in North Monterey County and no participation from the school communities.

The communications network was further expanded by identifying growers who have crops within a quarter mile of all schools in Monterey County. Annual trainings incorporated topics including regulations for pesticide use near schools, integrated pest management (IPM), tutorials on how to use the CalAgPermits pesticide permitting program, and pesticide regulatory updates. Annual fumigator meetings that provided updates on regulations for farmers fumigating within a quarter mile of a school were also held.

Project Objectives

1) Hold annual meetings with the school district and growers who will fumigate within a quarter mile of a school: PVUSD in spring, summer, and fall; Growers, their Pest Control Advisors (PCAs), and Pest Control Businesses (PCBs) in July each year.
   - Meetings with the school district were held during spring, summer, and fall each year of the project, except for the spring 2020 meeting, which was cancelled due to COVID-19 restrictions. Outcomes of the meetings included a simplified fumigation notification form in 2017 that was created by PVUSD for their staff to better understand the information being presented. At that time, per Monterey County Permit Conditions, growers were responsible for establishing contact with the principal of the school and notifying them of the date and time of the proposed application.
   - PVUSD schools also postponed the start of Saturday school to November 1 to allow for field fumigations to take place.
   - Two meetings with growers, their PCAs, and PCBs were held annually, one in Salinas and one in Pajaro. The meetings provided updates on the communication project and Notice of Intent (NOI) regulations for schools.

    - Thirty-seven attendees were present at the 2018 meetings and 41 at the 2019 meetings. This was good attendance by fumigating PCBs, PCAs, and growers. In 2018 four growers conducted applications near four schools, and in 2019, four growers conducted applications near three schools.

2) Expand into NMCUSD: Meet with the NMCUSD Superintendent and eight stakeholders four times a year; hold community outreach meetings eight times a year.
    - The NMCUSD Superintendent designated the Director of Facilities and the Maintenance and Operations Supervisor as the point people for the project. One meeting was held with NMCUSD staff in March 2018.
    - Community outreach was an issue and stakeholders were repeatedly contacted by the grantee through email and phone with no response. There was a lack of interest in North County and no participation from the school communities. The grantee was advised by the District that they had other priorities. The tasks involving outreach for North County were discontinued.
    - A press conference was hosted by the County Agricultural Commissioner's office in April 2019 to announce the finalization of the website with the expansion of the notification project into NMCUSD. Website analytics indicated a spike in website visits in the days following this media event with 130 total users.

3) Hold four trainings per year on IPM practices in Salinas, Pajaro, and King City.
    - In December of each year of the project, eight grower trainings (four in Spanish and four in English) on IPM practices and pesticide regulatory updates were hosted by the Monterey County Agricultural Commissioner's Office.
        - 345 attendees were present for the training in 2017, 384 in 2018, and 401 in 2019. Updates on pesticide use near schools, child day care facilities, and IPM practices were presented. The 2019 presentation was titled "What is IPM? Lettuce as a case study". The IPM portion was well received by the participants.

4) Conduct annual school notification requirement trainings for growers that farm within a quarter mile of a school.
    - In April of 2018 and 2019, trainings for growers that farm within a quarter mile of a school were held. The trainings consisted of regulations for pesticide use near schools, tutorials on how to use the CalAgPermits pesticide permitting program, and regulatory updates.
        - Seventy-seven participants attended in 2018, and 58 in 2019. Due to COVID-19 restrictions, the meeting in 2020 was cancelled.

5) Website development: Evaluate website content with various stakeholder groups: two meetings annually with the community, Monterey Bay Central Labor Council (MBCLC), PVUSD, and school superintendent.
    - Community engagement efforts were successful in the PVUSD where regular meetings with District staff and local stakeholders proved effective. Four meetings to obtain website feedback and suggestions were held with MBCLC, PVUSD, the school superintendent, and a representative from Safe Ag Safe Schools (SASS). Due to COVID-19 restrictions, the meeting in spring 2020 was cancelled.

- Suggestions that were incorporated into the website included improvements to the Spanish translation and updated content. A text message option for notification was implemented in December 2018 and there were 73 signups for text notifications and 161 signups for email during the life of the project.
- To promote signups a post card with easy notification instructions in both English and Spanish was developed. It was distributed during the press conference (April 2019) and at stakeholder meetings.
- Improvements to the website were ongoing. In 2019 the "Your farming neighbor" section was revised with new maps showing the farms surrounding the 10 schools in the project.
- Stakeholders requested a smartphone app. The grant team researched the app and found that the cost/benefit was not justified because the website was on a platform that worked well for mobile phones. Instead a text message feature was added that increased the ability to reach people on their phones.
- The website was last audited in February 2020 and new links and some language corrections were made. Extensive updates were made to the DPR air monitoring results section, the pesticide residue sampling program statistics, the Monterey County fumigant application statistics, and the pesticide illness surveillance statistics regarding children.

6) Expand the website notification system to seven schools in the NMCUSD and meetings with NMCUSD stakeholders.
   - In October 2018 seven schools in NMCUSD were added to the FarmingSafelyNearSchools.com website: North Monterey County High School, North Monterey County Middle School, Castroville Elementary School, Prunedale Elementary, Echo Valley Elementary, Elkhorn Elementary School, and Central Bay High School.
   - Twelve North Monterey County community members were contacted to request their participation as stakeholders in the community engagement phase of the Fumigation Notification Pilot Project in NMCUSD. The community members represented broad stakeholder groups as identified in the original pilot project. A very small sample of those contacted responded with interest in participating several referred them to the NMCUSD Safety Officer, and others communicated they were not interested in participating. Most did not respond at all. The decision was made to discontinue further outreach. The full report is included (see Addendum 5).

Conclusion

Fumigant and other pesticide applications near schools (and notification thereof) are a complex issue, as many stakeholder groups have their own interests. Another complication is the ever-changing regulatory environment. In the case of the Pesticide Notification Near Schools pilot project, the 2018 Pesticides Use Near Schools regulation made the pilot project less relevant since the regulation prohibited almost all pesticide applications within a quarter of schools Monday through Friday, during the hours of 6:00 a.m. to 6:00 p.m. In order for a communication network to be successful, good communication between the project team and stakeholders is essential. Stakeholder engagement and communication is labor-intensive with associated costs. Working with stakeholders across several sectors – agriculture, labor, activists, and education – proved to be both beneficial and challenging.

Several of the original stakeholders indicated that the pilot notification project had made positive progress and improved dialogue between schools, growers, and families. The team had hoped to continue the project throughout 2020 by again reaching out to stakeholders, however the COVID-19 pandemic made communication with stakeholders an insurmountable complexity.

Commitment from the PVUSD and consistent meetings and communication allowed for a strong partnership in which improvements could be made to the communication network and pesticide application problems could be addressed. The school district made adjustments such as postponing the start of Saturday school at the pilot schools until after fumigation season was completed and developing a simplified notification form for the school's teachers and administration. However, as a result of the notification component on the website there was a higher level of scrutiny around fumigation applications from advocacy groups. Although regular communication and collaboration was maintained with members of Safe Ag Safe Schools (SASS), it was observed on two occasions that SASS utilized the notification system in an attempt to stop scheduled fumigation applications. However, due to the ongoing collaboration and outreach with PVUSD, both incidents did not impact the grower's ability to legally fumigate. On another occasion within the NMCUSD, a time-consuming permit appeal request was filed.

The team approached families through interviews and focus groups to discuss methods of communicating information. The response indicated that text messaging was an alternative way to reach families that may not have email access. As a result, community members can access the FarmingSafelyNearSchools.com website and sign up to receive a fumigation notification for their children's school via text or email. During the life of the project the website received 73 signups for text notifications and 161 signups for email.

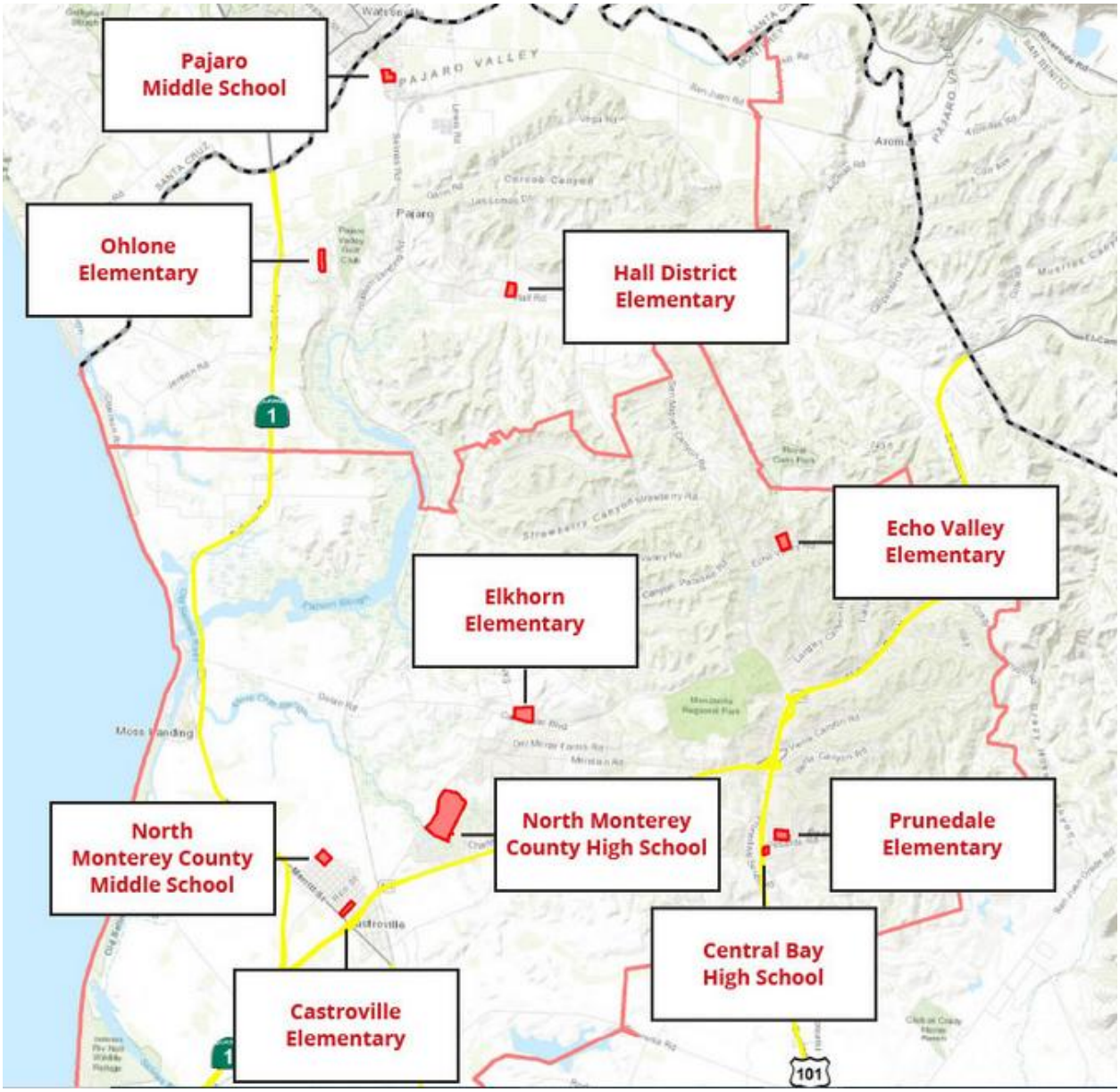
In contrast to effective community engagement in the PVUSD, engagement in NMCUSD was minimal. In hindsight it would have been a good idea to assess other Monterey County school districts to determine their interest in and availability to participate in the project, rather than the team choosing the next location. NMCSD was chosen by the team but the district did not the make the project a priority, therefore one can deduce that there was no interest in notification. It is important to keep the focus on the families and children of each school district and frame the communication appropriately to find common ground with most community members.

The annual fumigator meetings for growers and PCAs were beneficial to discuss and provide updates on the project and the schools regulations. Attendance by fumigating PCBs, and PCAs was good, however at times grower attendance was lacking. This may be explained by the fact that fumigations in Monterey County are conducted by the pest control businesses, PCA's, and Qualified Applicator License (QAL) holders. Growers rely on the PCA to do most of the work with regard to their fumigation worksite plan, as per their business relationship. However, growers are also required to obtain a permit from the Agricultural Commissioner's Office at which time an Agricultural Inspector Biologist reviews all the requirements of the fumigation permit condition in extensive detail. Additionally, the growers that fumigate around these schools have been fumigating the same ground for many years and in some cases have built a relationship with the schools and created and open dialogue should questions arise. It

is clear that the notification component of the grant was more successful than the IPM component because there are currently no viable IPM alternatives to fumigation for strawberry production.

Total grant support funding from DPR was $169,240. The Monterey County Agricultural Commissioner's Office donated an additional $100,000 in-kind. There was a total of $21,015.67 in remaining funds that the team had hoped to use to reengage the stakeholders, however with COVID-19 the project could no longer continue.

Addendum 1- Map of schools included in the FarmingSafelyNearSchools.com website



Addendum 2- Close-up map of Hall District Elementary School and a quarter mile boundar7 (1,320 feet) and proximate ranches; from the FarmingSafelyNearSchools.com website

Pajaro School District: Ranches within 1320 feet of **HALL DISTRICT ELEMENTARY**

Back to Main Map >>

Schools **1,320 Foot Distance** **Ranch within distance**



Addendum 3- PVUSD and NMCUSD Stakeholders

Pajaro Valley Unified School District (PVUSD) Stakeholders:
Grower near Ohlone Elementary
Hall District Elementary School - Staff and Principal
Ohlone Elementary School - Staff and Principal
Pajaro Valley Federation of Teachers (PVFT)
Pajaro Valley Grower
Pajaro Valley Middle School - Principal
PVUSD Board of Trustees
PVUSD District Office
PVUSD Migrant Education - Staff and Parent Coordinator
PVUSD Superintendent

North Monterey County Unified School District (NMCUSD) Stakeholders:
Central Bay School
Elkhorn Elementary
NMCUSD - Board of Trustees
NMCUSD - Administrators
NMCUSD - Public Information Officer
NMCUSD - Superintendent and Office Staff
North Monterey County Federation of Teachers
North Monterey County High
North Monterey County Middle
North Monterey County Migrant Education

Other Stakeholders:
Californians for Pesticide Reform
Castro Plaza Family Resource Center
Center for Community Advocacy
Center for Farmworker Families
CHAMACOS
Grower-Shipper Association
Monterey Bay Central Labor Council
Monterey County Farm Bureau
Monterey County Health Dept.
Santa Cruz County Ag Commissioner

Addendum 4- Website Analytics

The website analytics showed the following totals since the website launch in spring 2017.

- 4,778 total users – 3,815 in the United States, 2,117 in California.
- Average pages per session: 2.98
- Average session duration: 2.59 minutes
- Bounce rate: 66% *
- Access via desktop computers: 70%
- Access from mobile devices: 30%
- Traffic: Of the 3,815 US visitors, 2,117 or 55% are from California (see breakdown in the table below).
- There have been 161 signups for email notifications and 73 text message signups.

	Users		Users
	3,815 % of Total: 79.85% (4,778)		2,117 % of Total: 44.31% (4,778)
1. California	2,117 (55.23%)	1. San Francisco	259 (11.48%)
2. Texas	143 (3.73%)	2. Salinas	220 (9.75%)
3. New York	137 (3.57%)	3. Sacramento	179 (7.93%)
4. Virginia	121 (3.16%)	4. Watsonville	120 (5.32%)
5. Illinois	86 (2.24%)	5. San Jose	118 (5.23%)
6. North Carolina	85 (2.22%)	6. Los Angeles	92 (4.08%)
7. Florida	83 (2.17%)	7. Fresno	76 (3.37%)
8. Washington	78 (2.03%)	8. (not set)	38 (1.68%)
9. Pennsylvania	73 (1.90%)	9. Santa Cruz	34 (1.51%)
10. Oregon	67 (1.75%)	10. Modesto	33 (1.46%)

* Bounce-rate is the percentage of people who enter the site and do nothing once they arrive (no click throughs, only single page views) and then leave.

Addendum 5 - Report on North Monterey County Unified School District (NMCUSD)

Stephanie McMurtrie- Community Engagement Facilitator- October 31, 2018

Report on NMCUSD Community Engagement

Twelve (12) North Monterey County community members were contacted to request their participation as stakeholders in the community engagement phase of the Fumigation Notification Pilot Project in North Monterey County Unified School District (NMCUSD). These community members represent broad stakeholder groups as identified in the original pilot project.

Some findings from the small sample of stakeholders interviewed:

- A website is not the most effective method of communication to reach NMCUSD families
    - To convey messages, recommendation of using pictures and/or video messages
    - Hard copies/flyers
    - NCMUSD app
    - Some email (note that it was also shared that email access is not reliable due to the rural and vast region in North County)

- Families are not aware of the current law that has gone in effect regarding pesticide application within .25 miles of schools in California.
    - This could be an opportunity to raise awareness of policies in place for protection.
        - Also has the potential to instill fear that did not exist or was latent.

- The website could be a good resource to refer families and community members for more information.
    - Perhaps support agencies in the community, i.e. the Catholic Church, could sign up for notification and then disseminate the information to their congregation upon notification.

- Heard recommendations to work directly with the District office, and – in contrast – to work directly with teachers.

- The overall sense was that little to no information about notification of fumigation has occurred or is occurring.

- Information was conveyed that currently, families are not expressing fears or concerns regarding fumigation/pesticides; while another stakeholder conveyed that notification would be appreciated and welcomed (note not clear who would appreciate it, families or a stakeholder group). This same stakeholder later clarified by responding yes when asked if parents have an interest in being notified, and yes for a website for NMCUSD.

- It was noted that the pilot project is a positive step in the right direction, while others noted essentially that there is no boat rocking in North Monterey County regarding this issue.

We also spoke with several Countywide Stakeholders whose purview is Monterey County as a whole. These interviews provided an opportunity to follow up regarding progress made since the initiation of the pilot in Pajaro Valley Unified School District (PVUSD) in 2016, the culmination of the soft launch of the website, and the expansion into NMCUSD.

Some findings from the small sample of countywide stakeholders interviewed:

- There has been forward, positive movement since the beginning of the pilot; the new system of notification is better than the old system, and small changes are good things. Regarding the pilot project, anything that promotes dialogue and information sharing is good, between schools, farmers, and parents. The pilot project has advanced this – there is better dialogue in the community.

- The stakeholder had not heard concerns from families about pesticides, nor heard anything about the pilot project/website from families and people in the community, positive or negative. It was noted that perhaps they might have a response if asked directly.

- It was noted that the families served by these school districts are struggling to pay bills (priorities), and families appreciate notification - it is better and healthier for kids.

- Also noted that the website is not effective at reaching this population, and that only informed/involved people would access it.

- Feedback from growers was reported to be positive – the systems in place are working. Farmers have relationships with schools, as their kids attend there too. Growers have had to change their reporting around schools, but there has not been much complaining this year; they have accepted the changes and are not fighting them.

- Recommended that original partners who launched the pilot project in 2016 should reiterate support for the pilot project and make a public statement.

- Suggestion for incorporating Salinas Union Elementary School District in the pilot project, and the new high school being built in Salinas.

- Sense that the project is on track, is unique, and doing more than anyone else is doing (in the nation). This project is going above and beyond and can be built upon. Very promising that parents/teachers can access information.

- Also recommended that other organizations could post the link to the website for greater awareness and accessibility.

Monterey County

Board Report

Legistar File Number: 20-750

Item No.11

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

September 22, 2020

Introduced: 9/14/2020
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

a. Briefing and update on COVID-19, including impacts, and action, proposals and plans to address (verbal report);
b. Provide direction to staff to address COVID-19

Monterey County

Board Report

Legistar File Number: 20-751

Item No.12

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

September 22, 2020

Introduced: 9/14/2020
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

a. Briefing and update on fires in Monterey County, including impacts, and action, proposals and plans to address (verbal report);
b. Provide direction to staff to address fires in Monterey County.

Introduced: 9/11/2020 **Current Status:** Scheduled PM

Version: 1 **Matter Type:** BoS Resolution

PLN190253 - DYNEGY MOSS LANDING LLC (VISTRA ENERGY)
THIS APPEAL HAS BEEN WITHDRAWN - THE MATTER WILL NOT BE HEARD

Public hearing to consider an appeal by The Open Monterey Project from the July 29, 2020 Planning Commission decision adopting a Mitigated Negative Declaration and approving an application by Vistra Energy for the installation of a 1,200-megawatt battery energy storage system , comprised of construction of four (4) two-story buildings totaling 391,200 square feet, installation of up to 500 inverters and transformers, placement of two (2) substations totaling 92,000 square feet, and up to four (4) 150-foot monopoles and one (1) 100-foot dead-end 500-kilovolt tower, on the Moss Landing Power Plant site.

Project Location: 11283 Dolan Road, Moss Landing, North County Land Use Plan, Moss Landing Community Plan, Coastal Zone

Proposed CEQA action: An Initial Study/Mitigated Negative Declaration was prepared.

Introduced: 8/12/2020 **Current Status:** Scheduled PM

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

Receive and accept the 2020-2022 Cannabis Program Strategic Plan prepared by Management Partners, Inc. for the Cannabis Program including collaborative County departments and outside agencies.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Receive and accept the 2020-2022 Cannabis Program Strategic Plan prepared by Management Partners, Inc. for the Cannabis Program including collaborative County departments and outside agencies; and
b. Provide direction to staff as appropriate

SUMMARY/DISCUSSION:

In April 2018, the Cannabis Program (Program) entered into an agreement with Management Partners, Inc. to develop and facilitate a workshop for the purpose of creating a Strategic Plan (Plan) and Implementation Action Plan. The Plan served as a roadmap to guide the Program as it continued to develop and enhance internal and external collaboration. Many changes have occurred in the interim period, which required updates to the Strategic Plan in order to adapt along with the industry and its governing bodies. The Program entered in a new agreement with Management Partners, Inc. to update the Strategic Plan and related documents. Interviews with internal and external stakeholders were conducted through phone conferences. Instead of an in-person workshop, Management Partners, Inc. hosted a Zoom workshop. The workshop consisted of 29 participants from the collaborative cannabis county departments and local fire agency staff.

Attached is the 2020-2022 Strategic Plan. (Attachment A). The following reflect prioritized strategies within each goal:

- Goal A: Support the lawful cannabis industry's efforts to generate economic development within Monterey County
    - Continue to modify existing Monterey County Code to support cannabis activities and protect public health
    - Support industry organizations which foster productive and successful businesses
- Goal B: Protect public safety, health and the environment as the cannabis industry grows within Monterey County
    - Continue to enhance the coordinated enforcement strategy of the unlicensed cannabis

market which is supported with adequate resources
    - Continue to improve procedures to ensure that cannabis businesses are compliant with all state and local requirements, including land use, environmental and safety regulations
- Goal C: Ensure a well-coordinated, responsibly managed and self-funded Cannabis Program with effective and equitable compliance and enforcement
    - Proactively work with cannabis businesses to achieve compliance with State and County regulations
    - Continue to conduct regular compliance inspections to ensure County requirements for cannabis businesses are being met
- Goal D: Generate revenue to support the program and provide services to the public
    - Continue to improve and enhance the analysis and validation of cannabis tax revenue and fully integrate the CA Cannabis Authority (CCA) data and reports in compliance inspections and general reports including cannabis assignment summaries

Attached is the 2020-2022 Implementation Action Plan. (Attachment B) The following reflect the major accomplishments and priorities for the next two years

- Agricultural Commissioner
    - For the first time ever, cannabis was featured as a supplement in the 2019 edition the Monterey County Crop Report
    - Will continue to ensure that pesticide regulations are being upheld for the protection of human health and the environment and weights and measures requirements are met
- Cannabis Program
    - The Program, with support from Public Health and the Legislative Program, has identified and applied for two strategic grant opportunities: Cannabis Equity Grants Program for Local Jurisdictions through the Governor's Office of Business and Economic Development (GO-Biz) and the Proposition 64 Public Health & Safety Grant Program through the Board of State and Community Corrections and will keep apprised of other grant opportunities
        - The Program was awarded $150,000 from GO-Biz in April 2020 for the funding of a Cannabis Equity Assessment and Program Development
    - Multi-department/agency cannabis compliance inspections began in April 2019 and have seen continuous improvements to streamline the process for industry operators
        - An internal SharePoint site was created to share up-to-date information with collaborating departments related to permits, canopy size, code enforcement cases, stop work orders, and stipulated agreements
        - A customer service survey for the inspection process is planned for development
    - The Cannabis Program will continue to adjust workflow to improve the consistency, efficiency, and oversight of the Cannabis Business Permit review and issuance process
    - Program Staff will become increasingly familiar with data in the California Cannabis Track and Trace System and California Cannabis Authority (CCA) platforms to train cannabis compliance inspectors to reconcile what is found on site with what is

documented in METRC
    - The Cannabis Program website is currently being renovated to increase accessibility for more information related to local and state permits/licenses, fees, and any other requirements
    - Hold biannual industry stakeholder session to engage in more comprehensive discussion than is possible in the Cannabis Standing Committee, which may validate existing policy or provide rationale for amendments
    - Continue to keep the Board of Supervisors apprised of Cannabis Program allocations, expenditures, and balance through the Cannabis Assignment Summaries
- Public Health
    - Public Health provides the following to the public
        - Educates 10th grade classrooms throughout the County about drugged driving
        - Educates parents on cannabis and how to talk to their children about cannabis
        - Educates via social media about cannabis use and its consequences in partnership with Social Changery
        - Educates pregnant and lactating women about the consequences of cannabis use
    - Further outreach would be enabled if the Prop 64 Grant is awarded to Monterey County
- Resource Management Agency
    - Gain policy direction from the Board of Supervisors to adopt amendments to Titles 20 & 21 based on input from industry stakeholders
- Sheriff's Office
    - The Sheriff's Office will continue to work together with the District Attorney's Office, CDFA Enforcement, Department of Fish & Wildlife, and the State Water Board to address the unregulated market within Monterey County
        - Unlicensed enforcement activities during Calendar Years 2019 and 2020 will be presented by the Sheriff's Office

Attached is the Authorized Positions and Responsibilities (Attachment C) and below is a breakdown of resource utilization for Fiscal Year 2019-20 through pay period ending 7/3/2020.

- Because positions were allocated for the entirety of FY 19-20, available hours were prorated to the start date of staff persons that were hired after 7/1/2019
    - This will provide a clearer view of utilization of actual resources vs allocated resources
- Departments marked with an asterisk represent those with unfilled positions or those with the duties of allocated positions shared amongst existing staff
- Cannabis Allocated Positions Utilization
    - Agricultural Commissioner Office*
        - 2.5 unfilled positions
        - 44% utilized
        - Average monthly utilization pre-COVID was 217 hours (or 50%) before declining to 143 hours (or 34%)
    - Auditor Controller*

        - The Program was unaware that the previously allocated 0.50 Analyst I position was deleted from the Fiscal Year 2019-20 Adopted Budget; the FTE count has been removed to reflect this update
        - Approximately 14% of the $64,710 allocation was applied to existing staff time
    - County Administrative Office - Finance*
        - 1 unfilled position
        - 0% utilized
    - County Administrative Office - Cannabis Program
        - 5 filled positions
        - 99% utilized
    - Office of the County Counsel
        - 1 filled position
        - 25% utilized
    - District Attorney's Office*
        - 3.5 filled positions
        - 88% utilized
    - Health Department - Environmental Health Bureau
        - 3 filled positions
        - 83% utilized
        - Average monthly utilization pre-COVID was 446 hours (or 85%) before declining to 415 hours (or 83%)
    - Health Department - Public Health Bureau*
        - 0.50 unfilled position
        - 0% utilized
    - Resource Management Agency
        - 3 filled positions
            - 1 position was recently vacated
        - 67% utilized
        - Average monthly utilization pre-COVID was 303 hours (or 72%) before declining to 301 hours (or 60%)
    - Sheriff's Office
        - 2 filled positions
        - 87% utilized
    - Treasurer-Tax Collector Office
        - 1.98 filled positions
        - 90% utilized
        - Because cannabis taxes for Q3 of FY 19-20 were deferred, staff utilization for collection efforts is not reflected and would likely have elevated utilization to 100% or greater

FINANCING:

Monterey County's Cannabis Program is funded in County Administrative Office - Department 1050, Intergovernmental and Legislative Affairs Division - Unit 8054, Cannabis. The approval of this report

and related documents will not incur additional expenses to the Program.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Monterey County Cannabis Program addresses each of the Strategic Initiative Policy Areas that promote the growth of a responsible and legal Monterey County cannabis industry.

Related Board of Supervisors Strategic Initiatives include:

X Economic Development
X Administration
X Health & Human Services
X Infrastructure
X Public Safety

Prepared by: Joann Iwamoto, Cannabis Program Manager
Approved by: Nicholas E. Chiulos, Assistant CAO

Attachments:

Attachment A: Cannabis Program Strategic Plan
Attachment B: Implementation Action Plan
Attachment C: Approved Positions and Responsibilities

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Introduced: 8/12/2020 **Current Status:** Agenda Ready

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

Receive and accept the 2020-2022 Cannabis Program Strategic Plan prepared by Management Partners, Inc. for the Cannabis Program including collaborative County departments and outside agencies.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Receive and accept the 2020-2022 Cannabis Program Strategic Plan prepared by Management Partners, Inc. for the Cannabis Program including collaborative County departments and outside agencies; and
b. Provide direction to staff as appropriate

SUMMARY/DISCUSSION:

In April 2018, the Cannabis Program (Program) entered into an agreement with Management Partners, Inc. to develop and facilitate a workshop for the purpose of creating a Strategic Plan (Plan) and Implementation Action Plan. The Plan served as a roadmap to guide the Program as it continued to develop and enhance internal and external collaboration. Many changes have occurred in the interim period, which required updates to the Strategic Plan in order to adapt along with the industry and its governing bodies. The Program entered in a new agreement with Management Partners, Inc. to update the Strategic Plan and related documents. Interviews with internal and external stakeholders were conducted through phone conferences. Instead of an in-person workshop, Management Partners, Inc. hosted a Zoom workshop. The workshop consisted of 29 participants from the collaborative cannabis county departments and local fire agency staff.

Attached is the 2020-2022 Strategic Plan. (Attachment A). The following reflect prioritized strategies within each goal:

- Goal A: Support the lawful cannabis industry's efforts to generate economic development within Monterey County
    - Continue to modify existing Monterey County Code to support cannabis activities and protect public health
    - Support industry organizations which foster productive and successful businesses
- Goal B: Protect public safety, health and the environment as the cannabis industry grows within Monterey County
    - Continue to enhance the coordinated enforcement strategy of the unlicensed cannabis

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market which is supported with adequate resources
    - Continue to improve procedures to ensure that cannabis businesses are compliant with all state and local requirements, including land use, environmental and safety regulations
- Goal C: Ensure a well-coordinated, responsibly managed and self-funded Cannabis Program with effective and equitable compliance and enforcement
    - Proactively work with cannabis businesses to achieve compliance with State and County regulations
    - Continue to conduct regular compliance inspections to ensure County requirements for cannabis businesses are being met
- Goal D: Generate revenue to support the program and provide services to the public
    - Continue to improve and enhance the analysis and validation of cannabis tax revenue and fully integrate the CA Cannabis Authority (CCA) data and reports in compliance inspections and general reports including cannabis assignment summaries

Attached is the 2020-2022 Implementation Action Plan. (Attachment B) The following reflect the major accomplishments and priorities for the next two years

- Agricultural Commissioner
    - For the first time ever, cannabis was featured as a supplement in the 2019 edition the Monterey County Crop Report
    - Will continue to ensure that pesticide regulations are being upheld for the protection of human health and the environment and weights and measures requirements are met
- Cannabis Program
    - The Program, with support from Public Health and the Legislative Program, has identified and applied for two strategic grant opportunities: Cannabis Equity Grants Program for Local Jurisdictions through the Governor's Office of Business and Economic Development (GO-Biz) and the Proposition 64 Public Health & Safety Grant Program through the Board of State and Community Corrections and will keep apprised of other grant opportunities
        - The Program was awarded $150,000 from GO-Biz in April 2020 for the funding of a Cannabis Equity Assessment and Program Development
    - Multi-department/agency cannabis compliance inspections began in April 2019 and have seen continuous improvements to streamline the process for industry operators
        - An internal SharePoint site was created to share up-to-date information with collaborating departments related to permits, canopy size, code enforcement cases, stop work orders, and stipulated agreements
        - A customer service survey for the inspection process is planned for development
    - The Cannabis Program will continue to adjust workflow to improve the consistency, efficiency, and oversight of the Cannabis Business Permit review and issuance process
    - Program Staff will become increasingly familiar with data in the California Cannabis Track and Trace System and California Cannabis Authority (CCA) platforms to train cannabis compliance inspectors to reconcile what is found on site with what is

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    - The Cannabis Program website is currently being renovated to increase accessibility for more information related to local and state permits/licenses, fees, and any other requirements
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X Public Safety

Prepared by: Joann Iwamoto, Cannabis Program Manager
Approved by: Nicholas E. Chiulos, Assistant CAO

DocuSigned by:
Joann Iwamoto
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Attachments:

Attachment A: Cannabis Program Strategic Plan
Attachment B: Implementation Action Plan
Attachment C: Approved Positions and Responsibilities

Monterey County Cannabis Program Strategic Plan

July 2020 through June 2022



Includes

Mission

Goals

Strategies

Schedule

Program Information



CANNABIS PROGRAM
MONTEREY COUNTY

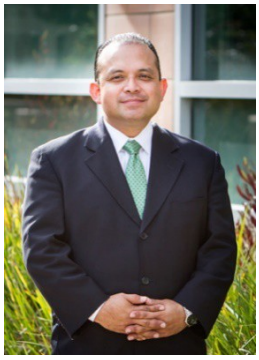
Prepared for the County of Monterey by Management Partners



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Monterey County Board of Supervisors

District 1 Luis Alejo	District 2 John M.Phillips	District 3 Chris Lopez	District 4 Jane Parker	District 5 Mary Adams
				



Strategic Planning Overview



***15** interviews with key stakeholders were conducted as part of updating the strategic plan*

The County of Monterey Cannabis Program Strategic Plan was originally adopted in 2018. In June 2020, it was updated, as reflected in this document. The strategic plan contains an overview of the Cannabis Program, mission of the program, and a set of goals and strategies to be implemented during the next two years.

Direction from Board of Supervisors

The Board of Supervisors sets policy direction for the Cannabis Program. That direction is imbedded within this strategic plan document.

Input from County Departments and Industry Representatives

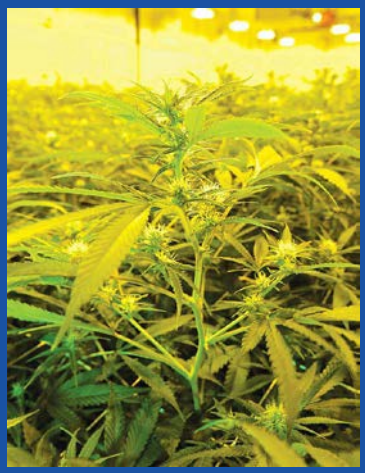
Information was obtained from the County departments involved in the Cannabis Program through a combination of work group meetings, input about performance indicators, and discussions with the Program Manager. Input was also obtained through interviews with cannabis industry representatives, a facilitated session held on April 26, 2020 , and follow-up meetings with the internal stakeholders in May and June 2020.

Strategic Planning Update Process

On April 30, 2020, almost two years since the initial workshop held to discuss the strategic plan, representatives of the 10 County departments with key roles in the cannabis program convened in a Zoom workshop to update the strategic plan. Since the plan was adopted in 2018, there have been regulatory and policy changes, program development, additional resources allocated to the Program, and shifts within the cannabis industry. The updated strategic plan and accompanying implementation plan will focus on the Board of Supervisors' priorities to carry out the Cannabis Program's mission.

This strategic plan was developed based on feedback provided through:

- *Direction from the Board of Supervisors*
- *Input from County Departments*
- *Strategic Planning Workshop*



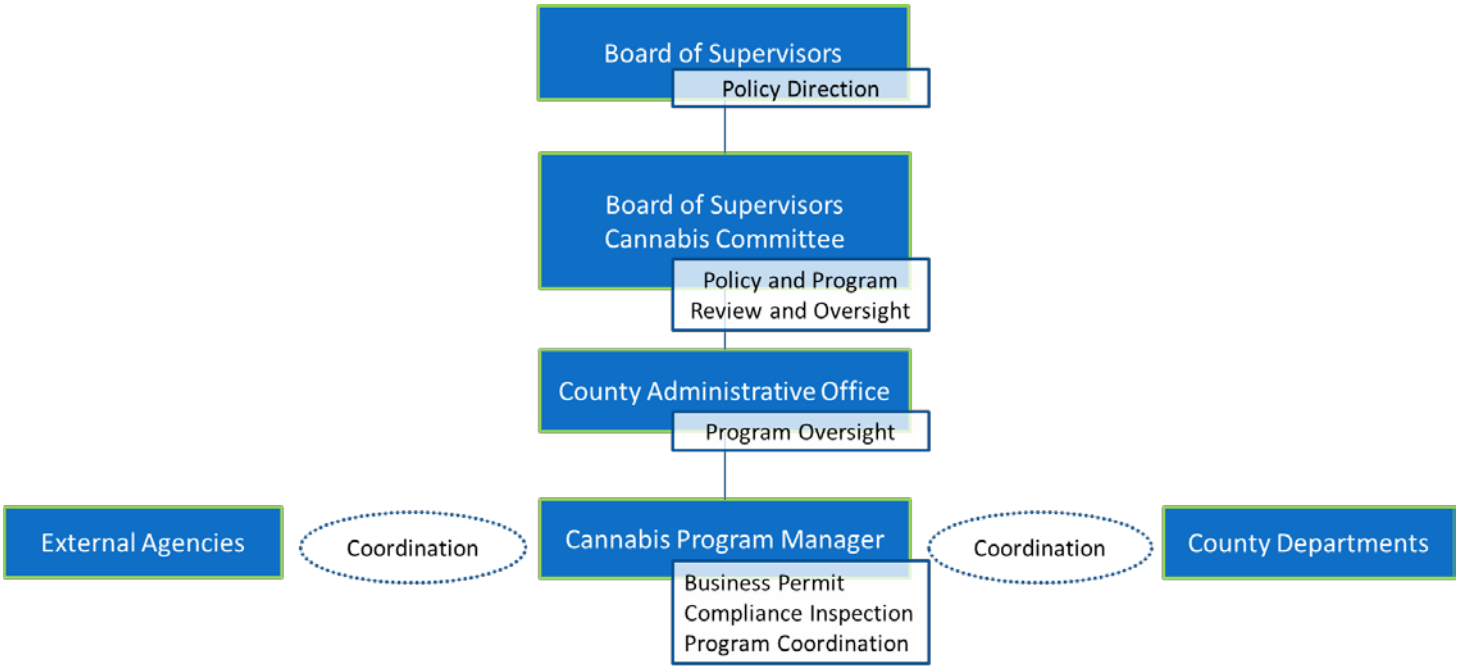
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MONTEREY COUNTY

About the Monterey County Cannabis Program

Brief History

On July 7, 2015, the Board of Supervisors adopted an Interim Ordinance (ORD #5424) to address cannabis activities in the unincorporated areas of Monterey County. At the same time the Board ad hoc committee on cannabis was formed The Board Cannabis Committee was formed on March 26, 2018. In September of 2016, the Board of Supervisors created policy to encourage a local cannabis industry as part of the County's economic development efforts, and to grow tax revenues to fund important County services. This policy was made possible with the advent of new State law Proposition 64, effective January 1, 2018. Monterey County voters approved a tax on cannabis products in November of 2016 which made possible the Monterey County Cannabis Program.

Policy Direction and Oversight



Policy direction and oversight is provided by the Board of Supervisors, which has also established a standing Cannabis Committee comprised of two members. Two Board of Supervisors are appointed to the Board of Supervisors Cannabis Committee at the beginning of each calendar year.

Program oversight is provided by the County Administrative Office (CAO) and program coordination is through the Cannabis Program which is part of the CAO – Intergovernmental and Legislative Affairs (IGLA) Division. A Cannabis Program Manager staffs the Cannabis Program with a Management Analyst III, Management Analyst II, Permit Technician II, and Senior Secretary that report directly to the Program Manager.

Ten County departments have key responsibilities in implementing various aspects of the program. Multiple external agencies play important roles in the success of the program as well. The Assessor-Clerk Recorder does not have allocated staff that are paid by cannabis tax revenue but provides support on land records as requested.



10 *County departments have key roles in the* ***Cannabis Program's*** *success*

Program Coordination

The Cannabis Program is a unit within the CAO-IGLA Division. The program's role is to coordinate with key departments, CalCannabis state agencies, the public, industry and community groups in evolving cannabis policies and regulations. With 10 county departments and multiple outside agencies involved in various aspects of the program, having a well-coordinated program is essential to meet the policy objectives of the Board of Supervisors. Each department plays a critical role, but to be most effective, the County's Cannabis Program needs to be well coordinated, with effective internal communications and work planning.

Overall program management is provided from the County Administrative Office through the ***Cannabis Program Manager****.*

Program Manager Responsibilities

The Program Manager has several key responsibilities:

- Coordinates the collaboration of nine County departments that make up the Monterey County Cannabis Program.
- Manages Program staff: Management Analyst III, Management Analyst II, Permit Technician II, and Senior Secretary.
- Oversees the Cannabis Compliance Inspection process.
- Manages and monitors the Strategic Plan and its implementation
- Coordinates the creation of effective data tracking mechanisms and program indicators
-

The strategic plan will **establish a framework** for department partners to use in setting their individual work plans.

CANNABIS PROGRAM
MONTEREY COUNTY

- Prepares and coordinates reports to the Board of Supervisors Cannabis Committee, Budget Committee, and the Board of Supervisors
- Monitors a $5M budget for the program including review and monitoring of allocations and the cannabis assignment.
- Monitors legislative and regulatory activity
- Develops the Program's equity component, including grant management

Cannabis Program Enforcement

Enforcement efforts related to the Cannabis Program involve high-level staff from various departments to effectively respond to both permitted and unpermitted commercial cannabis enforcement activities. The Sheriff's Office and District Attorney are responsible for criminal and civil enforcement of illegal operations, and the Agricultural Commissioner, Environmental Health Bureau, Resource Management Agency, and Treasurer-Tax Collector with legal assistance by County Counsel are responsible for administrative enforcement of those that can come into compliance under the Monterey County Code. With the continuous changes in state law and an anticipated short-term decrease in cannabis tax revenue, the enforcement team will need to strategically coordinate department tasks that yield the most efficient enforcement activities.

Communication and Information

Providing timely information to all stakeholders is critical to the success of the program. Stakeholders include the Board of Supervisors, County departments, industry representatives in Monterey County, external agencies and the general public. The Cannabis Program communication efforts help engage industry and community groups to ensure the County's regulations are working and people are informed. Ongoing communication and dissemination of information is consistent with the overall program goals and strategies.

The strategic plan contains agreed upon **priorities for action**



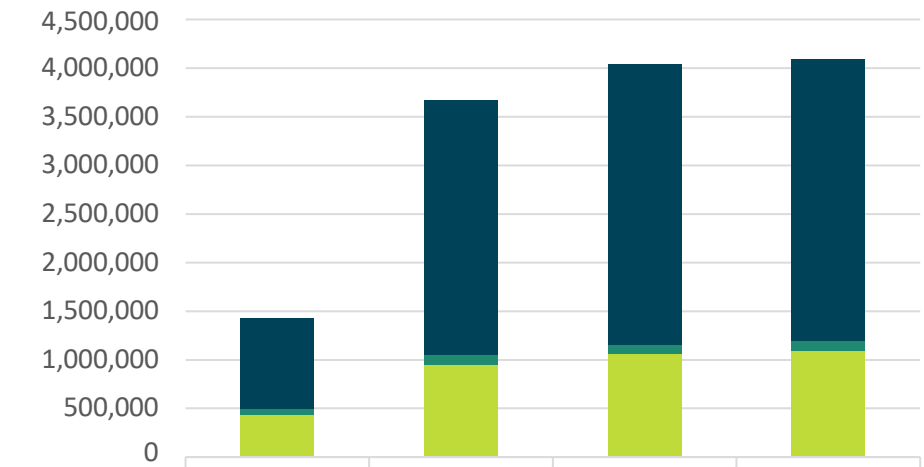
County of Monterey Managing for Results Countywide Performance Measurement Program

CANNABIS PROGRAM MONTEREY COUNTY

Performance Indicators

The Cannabis Program reports its progress to the Board Cannabis Committee and full Board of Supervisors. Performance indicators have been developed and will be added to the webpage as a dashboard.

Performance Indicator	FY 17-18 Actual	FY 18-19 Actual	FY 19-20 To Date
Commercial cannabis cultivation square footage registered or approved.	N/A	2,711,635	2,973,929
Commercial nursery cultivation square footage registered or approved.	N/A	951,409	1,064,857
Number of cannabis operators with a manufacturer license	N/A	21	12
Number of cannabis operators with a distribution license	N/A	38	44
Number of cannabis operators with a retail license	N/A	3	6



	FY 17-18	FY 18-19	FY 19-20	FY 20-21*
Mixed Light	932,645	2,612,877	2,882,829	2,892,018
Indoor	57,413	98,758	91,100	93,647
Nursery	437,220	951,409	1,064,857	1,097,544
Total	1,427,278	3,663,044	4,038,786	4,083,208

**Represents projection based on initial FY 20-21 Registration Forms.*

CANNABIS PROGRAM
MONTEREY COUNTY

Cannabis Program Mission and Goals



The mission statement describes the purpose of the Cannabis Program – its reason for existence.

4 program goals have been established for the program to work toward.



The mission of the Monterey County Cannabis Program is to provide a local framework for successful leadership and management of commercial cannabis through coordination and collaboration with multiple County departments, state agencies, and local governments to address taxation, regulation, policy, enforcement, education and protection of the health, environment, and safety of our communities.



Goal A. ***Support the lawful cannabis industry's efforts to generate economic development in Monterey County, while being mindful of other local industries important to the well-being of the county.***

Goal B. ***Protect public safety, health and the environment as the cannabis industry grows in Monterey County.***

Goal C. ***Ensure a well-coordinated, responsibly managed program with effective and equitable compliance and enforcement that is self-funded.***

Goal D. ***Generate revenue to support the program and services to the public.***

CANNABIS PROGRAM
MONTEREY COUNTY

Cannabis Program Priorities



The strategies for the Cannabis Program are intended to be implemented during the next three years to fulfill the mission of the program and the four program goals. Each program goal has its own set of attainable strategies.

Priorities

At the April 29, 2020 workshop, County staff agreed on priorities for each goal, as shown below.

Goal A. Support the lawful cannabis industry's efforts to generate economic development in Monterey County, while being mindful of other local industries important to the well-being of the county.

A1. Coordinate the development and implementation of ordinances and policies to support cannabis activities and protect public health. (Priority)

A2. Support networks of cannabis industry organizations and partnerships that will help foster productive and successful businesses. (Priority)

Goal B. Protect public safety, health and the environment as the cannabis industry grows in Monterey County.

B2. Develop a proactive, coordinated enforcement strategy to support robust enforcement on the illegal cannabis market that is aligned with the necessary resources. (Priority)

B5. Establish procedures to ensure that cannabis businesses are compliant with all environmental and safety regulations (e.g., water, solid waste, hazardous materials, other). (Priority)

Goal C. Ensure a well-coordinated, responsibly managed program with effective and equitable compliance and enforcement that is self-funded.

C1. Proactively work with cannabis businesses to achieve compliance with State and County regulations. (Priority)

C2. Conduct compliance inspection to achieve compliance with County requirements for legally permitted cannabis operations. (Priority)

Goal D. Generate revenue to support the program and services to the public.

D2. Establish integrated data sharing system (i.e., square footage, compliance status, permit status) so the Treasurer-Tax Collector can properly calculate and collect taxes. (Priority)

Strategies for Achieving the Goals

Goal A. Support the lawful cannabis industry's efforts to generate economic development in Monterey County, while being mindful of other local industries important to the well-being of the county.



Strategies

1. **Coordinate the development and implementation of ordinances and policies to support cannabis activities and protect public health. (Priority)**

2. **Support networks of cannabis industry organizations and partnerships that will help foster productive and successful businesses. (Priority)**

3. Implement and sustain the outdoor cannabis cultivation pilot program in District 5.

4. Support diversification of cannabis industry into other types of products and services (such as marketing, research and development, manufacturing, testing and processing technology) and continued growth of successful cannabis industries.

5. Establish a process for how the County responds to and updates the program based on new legislation affecting the cannabis industry.

6. Create information and facilitate the connections necessary to aid the local cannabis industry in meeting regulatory requirements necessary to be permitted in the County.

7. Provide oversight of Cannabis business permit review and issuance.

8. Track annual business licenses.

9. Serve as one of lead agencies for coastal cannabis program forum.

Goal B. Protect public safety, health and the environment as the cannabis industry grows in Monterey County.





Strategies

1. Establish partnerships with external stakeholders (i.e., public, cannabis industry) to reduce illegal cannabis operations and promote enforcement efforts.
2. **Develop a proactive, coordinated enforcement strategy to support robust enforcement on the illegal cannabis market that is aligned with the necessary resources. (Priority)**
3. Establish a baseline and method of conducting ongoing surveillance and monitoring.
4. Create community outreach programs focusing on agencies that serve youth and target the business community to educate people about cannabis use and consequences.
5. **Establish procedures to ensure that cannabis businesses are compliant with all environmental and safety regulations (e.g., water, solid waste, hazardous materials, other). (Priority)**
6. Establish a system to provide good coordination between the County, cities and other agencies regarding public safety, health and environmental issues.
7. Develop a multi-year strategy to monitor and assess environmental impacts of cannabis businesses.
8. Develop programs to support public health initiatives related to Cannabis usage (e.g., prevent underage use, prevent poisonings, follow Center for Disease Control's stance on validity of health benefits, etc.).
9. Maintain criminal background check requirement records for cannabis business permit.

Goal C. Ensure a well-coordinated, responsibly managed and self-funded Cannabis Program with effective and equitable compliance and enforcement.



Strategies

Compliance and Enforcement

1. **Proactively work with cannabis businesses to achieve compliance with State and County regulations. (Priority)**

2. **Conduct compliance inspection to achieve compliance with County requirements for legally permitted cannabis operations. (Priority)**

3. Conduct an evaluation of the effectiveness of compliance with State and County regulations, identify improvements in processes needed and/or compliance efforts, and make recommendations for changes in any of these items.

Public Information

4. Establish processes to regularly provide the public with updates and relevant information through a central Monterey County cannabis website. Additional social media tools will be added if program resources are funded to support additional workload.

Strengthen External Relationships

5. Engage relevant County departments, community groups, state agencies, and local governments to obtain feedback on the County's cannabis program so that improvements can be made over time.

Establish Effective Management Systems

6. In partnership with the departments involved in the Cannabis Program, establish effective tracking and reporting systems for accountability on outcomes and use of assigned resources.

Goal D. Generate revenue to support the program and services to the public.



Strategies

1. Track and report the use of cannabis tax revenues.
2. **Establish integrated data sharing system (i.e., square footage, compliance status, permit status) so the Treasurer-Tax Collector can properly calculate and collect taxes. (Priority)**
3. Consistently pursue grant funding opportunities to support the Cannabis Program, including:
    - Equity grant
    - Prop 64 grant (public health education, illicit market)
    - Other available grant opportunities (regular activity)



Implementation



There is an accompanying **Implementation Action Plan** that shows the expected schedule for each of the strategies over the three years of the Strategic Plan. Given the collaborative and multi-disciplinary nature of the Cannabis Program, most of the strategies will involve more than one department.



Cannabis Program Communication and Information



Introduction

Providing timely information to all stakeholders is critical to the success of the program. Stakeholders include the Board of Supervisors, County departments, industry representatives in Monterey County, external agencies and the general public. Program communication efforts help engage industry and community groups to ensure the County's regulations are working and people are informed. The webpage is a 'work in progress' and will be updated on a regular basis.

Webpage

- The Program Manager coordinates development of information to be placed on the County's website.
- The webpage is being modified and will continue to be developed over time. It will contain general program information and links to the Board of Supervisors Cannabis Committee, County department webpages, external links to local agencies and CalCannabis, industry reports, legislative activity, regulatory changes, and other relevant information.
- The webpage will have a "Contact Us" feature to receive questions and inquiries from public.
- County departments will direct public and industry inquiries to information available on the webpage.

Industry Communications

- The Program Manager has the role of being familiar with industry and governmental trends that may affect Monterey County and convey those to the Cannabis Program Work Group and others.

Public Meetings

- The Board of Supervisors' Cannabis Committee meets to discuss policies and issues related to the cannabis program. The Program Manager provides staff support for these meetings.

Performance Reporting

- The webpage will contain performance measures of interest to the public once data is available through tracking mechanisms being established.

Guiding Principles

- At the April 29, 2020 workshop, County staff involved in the program agreed upon the following teamwork principles:

Communicate

Communicate with each other. We will each act on the assumption that the more we can understand what each other is doing and why, the better we will be able to do our individual jobs.

Collaborate

Proactively collaborate. We will each take the initiative to problem solve with each other on behalf of the policy objectives of the Board of Supervisors.

Practice "no surprises"

Practice the "no surprise" rule. Whenever we hear something that we know a team member will be interested in, we will inform them. We will never withhold information that another team member needs.

Meet commitments

Fulfill our obligations. We will each do our part as agreed to make this collaboration successful.

Conclusion



This two-year Monterey County Cannabis Program Strategic Plan establishes the work plan to meet the four overarching goals of the program. Effective communication and coordination of all ten County departments will be required for successful implementation of the Cannabis Program, accomplishment of the strategies identified in this strategic plan, and meeting the policy objectives of the Board of Supervisors.

Accountability for the strategic plan will be provided through regular reports to the Board of Supervisors Cannabis Committee and through scheduled check ins with the ten County departments. Progress on the plan will be reviewed annually, with updates as strategies are completed and as new issues emerge. The strategic plan will be reviewed and updated annually through an off-site workshop.

Attachment A. Cannabis Program Functions and Key Department Responsibilities

Program Functions

Each of the 10 County departments plays a critical role in the success of the Cannabis Program. Overall program management is provided through the County Administrative Office through the Cannabis Program Manager position.

Department	FTE Count
Agricultural Commissioner	2.50
Auditor Controller	
County Administrative Office (Monterey County Cannabis Program)	5.00
County Administrative Office*	1.00
County Counsel	1.00
District Attorney	3.50
Health Department	3.50
RMA (Code Compliance)	3.00
Sheriff's Office	2.00
Treasurer Tax Collector*	1.98
All Authorized Positions	**23.48**

Department	Job Classification	FTE Count	Responsibilities Specifically Pertaining to the Cannabis Program
Agricultural Commissioner	Weights & Measures Inspector	1.50	• Pesticide use enforcement • Issues Notice of Violation (NOV) or Notice of Proposed Action (NOPA) • Weights and Measures program • Responsible for field worker safety • Conduct random surveillance • Contract with Cal Cannabis Cultivation and Licensing (CDFA)
	Inspector/Biologist	1.00	
	Total	**2.50**	
Auditor Controller			• Develop, implement, and maintain accounting system to ensure proper accounting of resource time tracking through CGI Advantage ESS • Provide ongoing support and education to County departments on importance of capturing all/full cannabis cost and proper use of accounting elements for County-wide cannabis cost tracking and allowing ACO to exclude from COWCAP
	Total	**0.00**	
County Administrative Office (Monterey County Cannabis Program)	Program Manager II	1.00	• Provide overall program management • Implement the Strategic Plan and Implementation Action Steps • Monitor and update Board of Supervisors on cannabis assignment balance and track Board approved allocations from the assignment, permit/license status, and cannabis tax revenue (approx. $16M/annually) • Monitor and update the Board of Supervisors on the cannabis resource allocation assigned to nine departments including the CAO ($4.7M)
	Management Analyst III	1.00	
	Management Analyst II	1.00	
	Permit Technician	1.00	
	Senior Secretary	1.00	

Department	Job Classification	FTE Count	Responsibilities Specifically Pertaining to the Cannabis Program
	Total	**5.00**	• Authorized Authority of Monterey County Code Chapter 7.90 and manage Cannabis Business Permit application, review, issuance, revocation process • Oversight and coordination of the cannabis compliance inspection process with EHB, RMA, and Fire inspection staff to ensure operator compliance • Ensure coordination between Board of Supervisors, departments, industry, and community • Coordinate the Permit Task Force to share information between departments related to permits, licenses and all other department requirements • Coordinate the Enforcement Task Force to share information and continuously improve strategies for enforcement/abatement • Collaborate with RMA to ensure accuracy of Accela data and associated reports • Custodian of Records for the criminal background check requirement while maintaining ORI data to meet requirements of Chapter 7.90 • Maintain awareness and understanding of industry and governmental trends and conveying implications to participating departments to proactively prepare • Serve as the CalCannabis Point of Contact for the Program • Coordinate development of information to be available on Cannabis Program website and keep up to date with meeting calendar, legislative activity, regulatory changes, etc. • Manage grants related to an equity component, enforcement, and public outreach • Program staff act as "Ombudsperson" to assist industry in navigating County processes and requirements • Respond to or coordinate responses to media requests • Quarterly participation in the Central Coast Cannabis Program Forum, a multi-jurisdiction partnership formed by Monterey County to share best practices, discuss challenges areas, and learn from each other
County Administrative Office*	Accountant	**1.00**	• Accounts Payable • Purchasing • Payroll • Budgeting, Forecasting, & Reporting • Countywide Reconciliation for Cannabis Hours Worked/ Cost • Cannabis Budget Modifications/ Release of Assignment at BOS Direction • Procurement Card Reconciliation • Cannabis Tax/ Fees Collected Revenue Reporting
	Total	**1.00**	
County Counsel	Deputy County Counsel	**1.00**	• Represents and provides legal assistance to the Cannabis Program and all involved County departments in their cannabis-related functions.
	Total	**1.00**	
District Attorney	Deputy District Attorney	1.00	• Independently determine which civil and criminal crimes to pursue investigations of based on reports from various departments and governing bodies • Conduct independent investigations • Prepare and prosecute civil or criminal case
	District Attorney Investigator III	1.00	
	District Attorney Investigator III	1.00	
	Accountant III	0.50	
	Total	**3.50**	
Health Department	**Total**	**3.50**	

Department	Job Classification	FTE Count	Responsibilities Specifically Pertaining to the Cannabis Program
Environmental Health Bureau*	Environmental Health Specialist IV, Supervisor	1.00	• Conducts collaborative regulatory inspections with the Cannabis Compliance Inspection team of cannabis businesses in the unincorporated areas of Monterey County. • This class supervises Environmental Health Specialist staff or a geographic district of the Division. • Plans, schedules, assigns, and evaluates the work of an environmental health staff; reviews inspection and investigation reports prepared by staff. • Monitors and coordinates the inspection, investigation, and enforcement activities of the staff; accompanies staff in field investigations to insure consistency, completeness and conformity to laws and regulations. • Trains staff in all laws, ordinances and regulations, policies and procedures relating to environmental health programs. • May perform the most complex and sensitive investigations or studies involving potential violations of environmental health laws, rules and regulations; prepares reports of findings, recommends legal action and prepares materials for use in legal actions. • In a geographic district, represents the Division in all program areas to public bodies and private groups within the district; performs inspections and investigations as necessary, acts as a liaison to a variety of agencies on matters relating to the district. • Develops, interprets, and implements policies, regulations, procedures and programs for the unit or district; identifies operational problems and recommends solutions. • May act as liaison to other governmental agencies and represents the Division in responding to inquiries or providing information to the public, business, and other interested groups.
	Environmental Health Specialist III	1.00	
			• Conducts collaborative regulatory inspections with the Cannabis Compliance Inspection team of cannabis businesses in the unincorporated areas of Monterey County. • Conducts complex inspections, investigations, surveys and special studies to determine compliance with state and local health codes and regulations; processes permit applications and issues permits related to water systems, water wells, solid waste sites, garbage franchise districts, housing, septic systems, sewage treatment plants, special event food facilities and related activities. • Participates in the development of policies, procedures, regulations, and ordinances related to an area of specialization; investigates complaints and evaluates effectiveness of program operations; determines problem areas, collects, and analyzes data and recommends systemic solutions. • Serves as subject matter resource to other professional staff providing specialized knowledge and recommending solutions to complex problems that are consistent with program goals; may review and comment on impact of proposed ordinances, legislation, and regulations. • Provides technical program information and policy interpretations for the public business and professional representative and other agency staff; represents the department on program matters at meetings, commissions, committees, boards, and public hearings. • Coordinates inspections, special studies and permit reviews with pertinent staff and officials from separate jurisdictions, districts, state, and federal agencies. • Prepares written reports, memoranda, and correspondence; as directed, drafts and finalizes specialty program manuals, grant applications, procedures, and forms. • Prepares and presents in-service programs for business and civic staff and civic officials and public education groups, professional.
	Total	**3.00**	

Department	Job Classification	FTE Count	Responsibilities Specifically Pertaining to the Cannabis Program
			• As directed, may assign, review, and coordinate the work of Specialist level staff including monitoring timely completion of workload, answering technical and procedural questions, reviewing work methods and products, and training employees.
Public Health Bureau*	Management Analyst II	0.50	• Design and implement programs to educate adults and youth about negative effects of cannabis use; conduct community-based outreach and engagement efforts; address negative effects of cannabis use in the community • Establish surveillance system to monitor impact of cannabis legalization
	Total	**0.50**	
RMA (Code Compliance)	Code Compliance Inspector II	1.00	• Receives complaints of Land use and Building Code violations. Works with the property/business owner to bring the property into conformance with the appropriate codes and ordinances. • Assist other agency's such as the DA, CDFA and the Sheriff's Department on warrant searches and abatements. • Reviews applications, permits and plans to verify conformance with the appropriate codes and ordinances. Inspects parcels to ensure compliance with relevant land use regulations, Business Permit regulations and State regulations.
	Code Compliance Inspector II	1.00	
	Code Compliance Inspector II	1.00	
	Total	**3.00**	
Sheriff's Office	Sheriff's Deputy Detective	1.00	• Conduct surveillance required for issuance of search warrants; work with District Attorney to obtain search warrants; plan and carry out enforcement operations against illegal cannabis activities through Accela • Track cannabis complaints as part of reporting system for overall cannabis program monitoring • Investigates illegal cannabis grow operations
	Sheriff's Deputy Detective	1.00	
	Total	**2.00**	
Treasurer Tax Collector*	Management Analyst III	0.66	• Disseminate tax bills; collect and deposit cannabis tax payments • CSAC – California Cannabis Authority – County of Monterey designee • Manage Annual Business License application, review, issuance, revocation
	Accountant III	0.66	
	Accounting Technician	0.66	
	Total	**1.98**	
All Authorized Positions		**23.48**	

*Collaborate with outside agencies to support compliance and enforcement activities.

Outside Agencies – Collaborate with County departments and Program Manager to support compliance and enforcement activities

Local	State
Fire Agencies – *Fire code compliance inspection and plan review for commercial cannabis cultivation, processing, and manufacturing activities.*	Bureau of Cannabis Control (BCC)
Monterey Bay Air Resources District	CalCannabis division of California Department of Food and Agriculture (CDFA)
	California Department of Fish and Wildlife (CDFW)
	California State Water Resources Control Board
	Manufactured Cannabis Safety Branch division of California Department of Public Health (CDPH)

Attachment B. Enforcement Strategy





Outside Agencies:

- CalCannabis Enforcement and Licensing
- Department of Fish and Wildlife
- Fire Districts
- State Department of Toxic Substance Control

CANNABIS PROGRAM
MONTEREY COUNTY

Key Enforcement Components							
Administrative Process	Arrests	Complaints	Criminal and civil prosecution	Fines and penalties	Notice of Violations	Inspections and surveillance	Search/inspection warrants

Department/Agency	Enforcement Roles and Responsibilities
County Administrative Office (Monterey County Cannabis Program)	▪ Coordination of the County Department Cannabis Enforcement Work Group ▪ Track enforcement performance measurement outcomes ▪ State of CA Cannabis Agencies County Point of Contact, which includes communications with the state agencies concerning compliance and enforcement issues
Agricultural Commissioner	▪ Pesticide use enforcement ▪ Weights and Measures program ▪ Responsible for field worker safety ▪ Conduct random surveillance ▪ Contract with CalCannabis Cultivation and Licensing (CDFA)
Sheriff	▪ Law enforcement to combat illegal cannabis growing and activities ▪ Support coordination of multi-agency and department search warrant service
County Counsel	▪ Legal support to Agricultural Commissioner, Resource Management Agency and Environmental Health on their enforcement functions ▪ Assist in obtaining inspection warrants
District Attorney	▪ Investigate alleged crimes in cooperation with law enforcement; file criminal charges, where applicable ▪ Criminal, civil and environmental prosecution
Resource Management Agency (Code Enforcement)	▪ Enforcement of land use and building code compliance ▪ Receive complaints or based on surveillance and/or observation, investigate, abate, when necessary and close case. ▪ Inspect to ensure compliance with relevant land use regulations
Health Department (Environmental Health)	▪ Enforcement of State of California Health and Safety Code and Monterey County Code regulations ▪ Conduct annual inspections
Outside Agencies	▪ Collaborate with County departments and Program Manager to support enforcement activities

Attachment C. Ordinance and Legislative Timeline



Date	Item
6/19/2015	Board Referral - Urgency Ordinance
7/7/2015	Board Adopts Interim Urgency Ordinance (ORD #5254); Creates Ad Hoc Committee
7/28/2015	Extension to the Interim Urgency Ordinance (ORD #5256)
10/9/2015	State enacts Med Cannabis regulations (AB243,AB266; and SB643)
2/3/2016	State repeals March 1, 2016 deadline (AB21)
2/26/2016	Extension and amendment to Interim Urgency Ordinance (ORD #5265) - Exceptions
3/2/2016	Board Referral - Options for cannabis taxation
7/12/2016	Monterey County Adopts Chapter 7.100 – Commercial Cannabis Business Tax
7/19/2016	County adopts 5 ordinances (Inland Zoning, Intent to adopt Coastal Zoning, Business License, Business Permits, Personal cultivation), subject to passage of tax measure
8/10/2016	Coastal Ordinance amendments submitted to California Coastal Commission
9/27/2016	Board adopts fee resolutions for cannabis permitting, Coastal Commission requires changes to coastal regulations (9/29.16)
11/8/2016	County Tax Measure and Adult-use Marijuana Act (AUMA) both adopted by voters (AUMA to become effective 1/1/2018)
12/7/2016	Ordinance becomes effective 1-year amortization period from August 1, 2016
1/9/2017	State releases draft medical licensing regulations (later rescinded)
4/18/2017	Board adopts resolution authorizing background investigations for cannabis applicants

6/13/2017	Board referral to amend setback requirements
7/27/2017	Revised State law (SB 94) - State rescinds aw medical cannabis licensing regulations
12/5/2017	Revised Ordinances adopted (Inland, Coastal) - adult/medicinal use per SB94
1/1/2018	State begins licensing - Local Authorization required
2/7/2018	California Coastal Commission certifies Coastal Ordinances
3/13/2018	Board adopts coastal ordinance and portion of setback ordinance amendments; dispensary setbacks sent back to Cannabis Committee for discussion
3/21/2018	Board Referral - Staffing, tax rates, outdoor grows, distribution; Memo from RMA to Industry (Business Permits/tax reporting)
7/24/2018	Monterey County Amends Chapter 7.100 of Monterey County Code
10/10/2018	Titles 20.67 and 21.67 amended to change commercial cannabis activities from a Use Permit/Coastal Development to an Administrative Permit/Coastal Administrative Permit and to create an exception process for a proposed retail facility that does not comply with the 1,500 foot setback from another approved retail facility
12/6/2019	County amends Chapter 7.90 of Monterey County Code to allow for an amendment of Cannabis Business Permit within the annual term, designates the Cannabis Program Manager as the Appropriate Authority, requires owners to obtain a new permit when there is a full transfer of ownership or a change in business entity type, requires all owners and employees to be 21 years of age or older and wear an identifying badge while on commercial cannabis premises, and requires operators to submit data to California Cannabis Authority
3/17/2020	County amends Chapter 7.90 of Monterey County Code to add definition of “manager” and “owner”, allow for Live Scan fingerprinting to be done at any entity authorized by the California Department of Justice, remove the Live Scan requirement for property owners, supervisors, and employees, and require permittees to keep a roster of all employees and their date of birth in addition to verification that employees do not have felony convictions or drug related misdemeanor convictions within the past ten years

Cannabis Program

Strategic Plan Goals and Strategies Implementation Action Plan Update

June 2020

Management Partners

CANNABIS PROGRAM
MONTEREY COUNTY

Implementation Action Plan

The 2018 Cannabis Program Strategic Plan established the following four overarching goals for the three year period from 2018 through 2021.

Goal A. Support the lawful cannabis industry's efforts to generate economic development in Monterey County, while being mindful of other local industries important to the well-being of the county.

Goal B. Protect public safety, health, and the environment as the cannabis industry grows in Monterey County.

Goal C. Ensure a well-coordinated, responsibly managed program with effective and equitable compliance and enforcement, including an equity component, and continuously pursue grant opportunities to enhance the program.

Goal D. Generate revenue to support the program and services to the public.

An **Implementation Action Plan** was created in concert with the Strategic Plan. It has now been updated with the current status, including some revisions to the strategies to reflect existing practices and direction.

- For each of the strategies, a notation has been made to indicate whether it is underway.
- Additionally, based on interviews with the Board of Supervisors and Department Heads involved in the Cannabis Program, a column is provided to indicate whether the strategy is suggested as a priority for the next two fiscal years: FY 2020-21 and FY 2021-22.
- A "comments" column is provided containing notes on some of the strategies.

ENFORCEMENT WORK GROUP	CANNABIS COMPLIANCE TEAM
Sherriff's Office **(SO)**	Cannabis Program **(CP)**
District Attorney's Office **(DA)**	Health Department, Environmental Health Bureau **(EHB)**
Department of Fish and Wildlife	Resource Management Agency **(RMA)**
	Agricultural Commissioner's Office **(AG)**
	Local Fire Districts/Agencies

Goals and Strategies	Lead Person or Department	Planned Fiscal Year for Implementation Per 2018 Strategic Plan			Underway (Yes/No)	Keep as a Priority for FY 2020-21 and FY 2021-22 (Yes/No)	Comments
		2018-19	2019-20	2020-21			
Goal A. Support the lawful cannabis industry's efforts to generate economic development in Monterey County, while being mindful of other local industries important to the well-being of the county.							
A1. Coordinate the development and implementation of ordinances and policies to support cannabis activities and protect public health.	Cannabis Program Treasurer Tax Collector RMA County Counsel	X	X		Yes	Yes	Public Health is being further developed with the Board of State and Community Corrections (BSSC) for Proposition 64 grant (if awarded).
A2. Support networks of cannabis industry organizations and partnerships that will help foster productive and successful businesses.	Cannabis Program	X	X		Yes	Yes	
A3. Implement and sustain the outdoor cannabis cultivation pilot program in District 5	Cannabis Program RMA			X	No	Yes	Conducted an industry stakeholder session to gain input on why few (2) land use applications have been received to date. Ordinance approving outdoor cultivation was approved in the summer of 2019. RMA will gain policy direction from the Board of Supervisors regarding proposed amendments to Title 20 & 21. Based on direction, amendments will be presented to the BOS, Planning Commission, then to the Coastal Commission with the goal of being adopted by the end of the 2020 calendar year.
A4. Support diversification of cannabis industry into other types of products and services (such as marketing, research and development, manufacturing, testing and processing technology) and continued growth of successful cannabis industries.	Cannabis Program			X	Yes	Yes	Continue to expand all commercial cannabis business types. Limited manufacturing, retail and testing state licenses held in Monterey County.
A5. Establish a process for how the County responds to and updates the program based on new legislation affecting the cannabis industry.	Cannabis Program, County Legislative Program	X	X		Yes	Yes	Legislation only; this strategy previously included emerging market trends but there is no staffing for that effort, so it has been moved to the table below of deferred items.

Goals and Strategies	Lead Person or Department	Planned Fiscal Year for Implementation Per 2018 Strategic Plan			Underway (Yes/No)	Keep as a Priority for FY 2020-21 and FY 2021-22 (Yes/No)	Comments
		2018-19	2019-20	2020-21			
A6. Create information and facilitate the connections necessary to aid the local cannabis industry in meeting regulatory requirements necessary to be permitted in the County.	Cannabis Program, Cannabis Compliance staff that includes EHB, RMA, and local Fire Districts. Agricultural Commissioner's Office goal is to work in a collaborative manner with the cannabis compliance inspection team. Further development is required.	X	X		Yes	Yes	Cannabis Compliance Inspections Multi-department/agency cannabis compliance inspections began in April 2019 and the process and procedures have continuously been improved. Accela Automation and the Cannabis Program SharePoint site are the single source data collection tools. Inspections are record and "resulted" in Accela under the Cannabis Business Permit (CNB) file. The SharePoint site stores data analysis in the form of "Trackers." Teams consist of a RMA Code Compliance Inspector, Environmental Health Specialist and respective Fire agency inspector. There are two types of inspections: Multi-Department which would inspect the entire operator premise and Incident Specific inspections which would inspect specific criteria such as progress on a stipulated agreement, code enforcement case, stop work order, suspension of a state license are examples. EHB also collaborates with the Cities and their respective Cannabis Programs to ensure compliance within the Cities. Over the past two years, the Ag Commissioner's Office has inspected 150 Cannabis businesses for compliance to CalCannabis licensing, pesticide use and weights and measures regulations.
A7. Provide oversight of Cannabis business permit review and issuance.	Cannabis Program			X	Yes	Yes	The Cannabis Program has analyzed and worked to reduce potential bottlenecks by improving the consistency, efficiency, and tracking oversight of the review/issuance process.
A8. Track annual business licenses.	Treasurer Tax Collector			X	Yes	Yes	This strategy had previously included language about exploring potential to track job growth. There is no staff available for that and it has been removed.

Goals and Strategies	Lead Person or Department	Planned Fiscal Year for Implementation Per 2018 Strategic Plan			Underway (Yes/No)	Keep as a Priority for FY 2020-21 and FY 2021-22 (Yes/No)	Comments
		2018-19	2019-20	2020-21			
A9. Serve as one of the lead agencies for the Coastal Cannabis Program Forum	Cannabis Program (with other local jurisdictions)			X	Yes	Yes	The Central Coast Cannabis Program Forum (CCCPF) is a collaboration of county level jurisdictions formed in late 2018 to share best practices, discuss challenge areas, and learn from each other. This forum has grown to include 10 jurisdictions with meetings held quarterly by different hosts. The CCCPF offers insights into compliance, taxation, and enforcement of other jurisdictions which have similarities and differences in the types and proportions of commercial cannabis activities permitted.
Goal B. Protect public safety, health, and the environment as the cannabis industry grows in Monterey County.							
B1. Establish positive relationships with external stakeholders (i.e., public, cannabis industry) to reduce illegal cannabis operations and promote enforcement efforts.	Enforcement Work Group	X	X	X	Yes	Yes	DA and SO have solid work relationships with CDFA Enforcement, Department of Fish & Wildlife, State Water Board. Further discussion is needed to develop a process that the departments can agree to.
B2. Develop a proactive, coordinated enforcement strategy to support robust enforcement on the illegal cannabis market, and ensure that it is aligned with the necessary resources.	Enforcement Work Group	X	X	X	Yes	Yes	To date the Sheriff's Office initiated 31 cannabis investigations, which led to the following discoveries and seizures: 31,938 plants, 4,031 processed cannabis, $102,836 in cash, 19 firearms. Further discussion is needed to develop a process that the departments can agree to.
B3. Establish a baseline and method of conducting ongoing surveillance and monitoring.	Cannabis Enforcement Task Force	X	X	X	Yes	Yes	SO, DA RMA and Program receive complaints. SO & DA investigates.
B4. Create community outreach programs focusing on agencies that serve youth and target the business community to educate people about cannabis use and consequences.	Health Department (Public Health)	X	X	X	Yes	Yes	Prop 64 grant would further develop outreach. Public Health (PH) currently collaborates with Sun Street Centers to provide drugged driving education in 10th grade classrooms throughout the County PH educates parents on cannabis and how to talk to their children about cannabis

Goals and Strategies	Lead Person or Department	Planned Fiscal Year for Implementation Per 2018 Strategic Plan			Underway (Yes/No)	Keep as a Priority for FY 2020-21 and FY 2021-22 (Yes/No)	Comments
		2018-19	2019-20	2020-21			
							PH collaborates with the Social Changery to provide social media on cannabis use and its consequences. PH educates pregnant and lactating women on consequences of cannabis use.
B5. Establish procedures to ensure that cannabis businesses are compliant with all environmental and safety regulations (e.g., water, solid waste, hazardous materials, other).	Environmental Health Resource Management Agency Agricultural Commissioner	X	X		Yes	Yes	EHB had existing regulations. Compliance Inspection created checklists for RMA, EHB and Fire Districts. Ag Commissioner ensures pesticide regulations for the protection of human health and the protection of the environment. EHB uses existing and current California Health and Safety Code Regulations to educate and ensure compliance in the County and its Cities.
B6. Establish a system to provide good coordination between the County, cities and other agencies regarding public safety, health and environmental issues.	Cannabis Program Resource Management Agency Health Department Environmental Health	X	X		Yes	Yes	Needs further development with cities. PH can help with public forums that can include the cities. This can be further assisted by prop 64 grant. EHB Inspects and Permits the Cannabis Industry in the County and its Cities.
B7. Develop a multi-year strategy to monitor and assess environmental impacts of cannabis businesses.	Cannabis Program Resource Management Agency Environmental Health		X		No	Yes	Contingent upon staff time availability
B8. Develop programs to support public health initiatives related to cannabis usage (e.g., prevent underage use, prevent poisonings, follow Center for Disease Control's stance on validity of health benefits, etc.).	Health Department		X	X	Yes	Yes	Part of Prop 64 Grant and ongoing efforts PH follows CDC guidance when creating educational materials.

Goals and Strategies	Lead Person or Department	Planned Fiscal Year for Implementation Per 2018 Strategic Plan			Underway (Yes/No)	Keep as a Priority for FY 2020-21 and FY 2021-22 (Yes/No)	Comments
		2018-19	2019-20	2020-21			
B9. Maintain criminal background check requirement records for cannabis business permit.	Cannabis Program			X	No	Yes	DOJ application was submitted in March 2020. Waiting for approval and OIR number. Will need to develop SOP and share with industry.
Goal C. Ensure a well-coordinated, responsibly managed program with effective and equitable compliance that is self-funded.							
C1. Proactively work with cannabis businesses to achieve compliance with State and County regulations.	Cannabis Compliance Inspection Team	X	X		Yes	Yes	
C2. Conduct compliance inspections to achieve compliance with County requirements for legally permitted cannabis operations.	Cannabis Compliance Inspection Team	X			Yes	Yes	
C3. Conduct an evaluation of the effectiveness of compliance with State and County regulations, identify improvements in processes needed and/or compliance efforts, and make recommendations for changes in any of these.	Cannabis Compliance Inspection Team	X			Yes	Yes	
C4. Establish processes to regularly provide the public with updates and relevant information through a central Monterey County cannabis website. Additional social media tools will be added if program resources are funded to support additional workload.	Cannabis Program	X	X		Yes	Yes	Hold regular stakeholder sessions twice a year based on staff availability. Create a simple customer service survey for inspection process. Webpage modifications in development.
C5. Engage relevant County departments, community groups, state agencies, and local governments to obtain feedback on the County's cannabis program so improvements can be made over time.	CAO-IGLA Community Engagement and Advocacy		X		Yes	Yes	Utilize SurveyMonkey. Develop a compliance inspection customer service survey.

Goals and Strategies	Lead Person or Department	Planned Fiscal Year for Implementation Per 2018 Strategic Plan			Underway (Yes/No)	Keep as a Priority for FY 2020-21 and FY 2021-22 (Yes/No)	Comments
		2018-19	2019-20	2020-21			
C6. In partnership with the departments involved in the Cannabis program, establish effective tracking and reporting systems for accountability on outcomes and use of assigned resources.	Cannabis Program	X	X		Yes	Yes	Need time for dedicated study and analysis
Goal D. Generate revenue to support the program and services to the public.							
D1. Track and report the use of cannabis tax revenues.	Cannabis Program		X		Yes	Yes	Priority for the Board Weekly Cannabis Assignment summary provided to the BOS prior to a Board meeting.
D2. Establish an integrated data sharing system (i.e., square footage, compliance status, permit status) so the Treasurer-Tax Collector can properly calculate and collect taxes.	Cannabis Program with support from Compliance Inspection Team	X	X		Yes	Yes	CDFA, Agricultural Commissioner measure canopy differently than the County Ordinance. Canopy definition differs.
D3. Consistently pursue grant funding opportunities to support the Cannabis Program, including: • Equity grants • Prop 64 grants (public health education, illegal market) • Other available grant opportunities (regular activity)	Cannabis Program District Attorney's Office Public Health Bureau County Strategic Grant Program			X	No	Yes	Program staff applied for Type 1 Funding from the Cannabis Equity Grants Program for Local Jurisdictions through the Governor's Office of Business and Economic Development. This type of application is for funding to conduct an equity assessment to inform the creation of a local equity program. The Program was awarded $150,000, which will primarily be applied to subcontract the equity assessment with California State University, Monterey Bay. This study will rely on primary and secondary data collection to identify marginalized segments within Monterey County and present key stakeholders with the final report in early January 2021. Program staff plans to use findings to make an application for Type 2 Funding in the following year.

Appendix A. Deferred Priorities

The following items are recommended for deferral due to lack of staff capacity.

Goals and Strategies	Lead Person or Department	Planned Fiscal Year for Implementation Per 2018 Strategic Plan			In Progress (Yes/No)	Keep as a Priority for 2021 and 2022? (Yes/No)	Comments
		2018-19	2019-20	2020-21			
Goal A. Support the lawful cannabis industry's efforts to generate economic development in Monterey County, while being mindful of other local industries important to the well-being of the county.							
Establish a process for how the County responds to and updates the program based on emerging market trends.	*No assigned staff*			**X**	No	No	Emerging markets not a priority due to lack of staff
Maintain and update data about economic activity and jobs resulting from the cannabis industry in Monterey County.	*No assigned staff*	**X**			No	No	Tracking job indicators is a challenge. Workforce Development Board is not allowed to track due to cannabis still being considered a Federal Schedule I drug. We are just now gathering employee data from our operators. Many operators use 3rd party labor groups.
Assess the ways in which the cannabis industry complements and/or impacts other economic drivers within the County (e.g., recreation, tourism, agriculture, viticulture, aquaculture, and research and development) in order to understand the balance of economic interests.	*Agricultural Commissioner*			**X**	No	Yes	The Agricultural Commissioner will assess the ways in which the cannabis industry complements and/or impacts agriculture.
Goal B. Protect public safety, health and the environment as the cannabis industry grows in Monterey County.							
(None)							
Goal C. Ensure a well-coordinated, responsibly managed program with effective and equitable compliance that is self-funded.							
(None)							
Goal D. Generate revenue to support the program and services to the public.							
(None)							

Department	Job Classification	FTE Count	Responsibilities Specifically Pertaining to the Cannabis Program
Agricultural Commissioner	Weights & Measures Inspector Inspector/Biologist	1.50 1.00 **2.50**	• Pesticide use enforcement • Issues Notice of Violation (NOV) or Notice of Proposed Action (NOPA) • Weights and Measures program • Responsible for field worker safety • Conduct random surveillance • Contract with Cal Cannabis Cultivation and Licensing (CDFA)
Auditor Controller		**0.00**	• Develop, implement, and maintain accounting system to ensure proper accounting of resource time tracking through CGI Advantage ESS • Provide ongoing support and education to County departments on importance of capturing all/full cannabis cost and proper use of accounting elements for County-wide cannabis cost tracking and allowing ACO to exclude from COWCAP
County Administrative Office (Monterey County Cannabis Program)	Program Manager II Management Analyst III Management Analyst II Permit Technician Senior Secretary	1.00 1.00 1.00 1.00 1.00 **5.00**	• Provide overall program management • Implement the Strategic Plan and Implementation Action Steps • Monitor and update Board of Supervisors on cannabis assignment balance and track Board approved allocations from the assignment, permit/license status, and cannabis tax revenue (approx. $16M/annually) • Monitor and update the Board of Supervisors on the cannabis resource allocation assigned to nine departments including the CAO ($4.7M) • Authorized Authority of Monterey County Code Chapter 7.90 and manage Cannabis Business Permit application, review, issuance, revocation process • Oversight and coordination of the cannabis compliance inspection process with EHB, RMA, and Fire inspection staff to ensure operator compliance • Ensure coordination between Board of Supervisors, departments, industry, and community • Coordinate the Permit Task Force to share information between departments related to permits, licenses and all other department requirements • Coordinate the Enforcement Task Force to share information and continuously improve strategies for enforcement/abatement • Collaborate with RMA to ensure accuracy of Accela data and associated reports • Custodian of Records for the criminal background check requirement while maintaining ORI data to meet requirements of Chapter 7.90 • Maintain awareness and understanding of industry and governmental trends and conveying implications to participating departments to proactively prepare • Serve as the CalCannabis Point of Contact for the Program • Coordinate development of information to be available on Cannabis Program website and keep up to date with meeting calendar, legislative activity, regulatory changes, etc. • Manage grants related to an equity component, enforcement, and public outreach • Program staff act as "Ombudsperson" to assist industry in navigating County processes and requirements

County Administrative Office (Monterey County Cannabis Program) cont.			• Respond to or coordinate responses to media requests • Quarterly participation in the Central Coast Cannabis Program Forum, a multi-jurisdiction partnership formed by Monterey County to share best practices, discuss challenges areas, and learn from each other
County Administrative Office	Accountant	**1.00** 1.00	• Accounts Payable • Purchasing • Payroll • Budgeting, Forecasting, & Reporting • Countywide Reconciliation for Cannabis Hours Worked/ Cost • Cannabis Budget Modifications/ Release of Assignment at BOS Direction • Procurement Card Reconciliation • Cannabis Tax/ Fees Collected Revenue Reporting
County Counsel	Deputy County Counsel	1.00 **1.00**	• Represents and provides legal assistance to the Cannabis Program and all involved County departments in their cannabis-related functions.
District Attorney	Deputy District Attorney District Attorney Investigator III District Attorney Investigator III Accountant III	1.00 1.00 1.00 0.50 **3.50**	• Independently determine which civil and criminal crimes to pursue investigations of based on reports from various departments and governing bodies • Conduct independent investigations • Prepare and prosecute civil or criminal case
Health Department		**3.50**	
Environmental Health Bureau **Environmental Health Bureau cont.**	Environmental Health Specialist IV, Supervisor Environmental Health Specialist III Environmental Health Specialist III	1.00 1.00 1.00 **3.00**	Supervisor • Conducts collaborative regulatory inspections with the Cannabis Compliance Inspection team of cannabis businesses in the unincorporated areas of Monterey County. • This class supervises Environmental Health Specialist staff or a geographic district of the Division. • Plans, schedules, assigns, and evaluates the work of an environmental health staff; reviews inspection and investigation reports prepared by staff. • Monitors and coordinates the inspection, investigation, and enforcement activities of the staff; accompanies staff in field investigations to insure consistency, completeness and conformity to laws and regulations. • Trains staff in all laws, ordinances and regulations, policies and procedures relating to environmental health programs. • May perform the most complex and sensitive investigations or studies involving potential violations of environmental health laws, rules and regulations; prepares reports of findings, recommends legal action and prepares materials for use in legal actions. • In a geographic district, represents the Division in all program areas to public bodies and private groups within the district; performs inspections and investigations as necessary, acts as a liaison to a variety of agencies on matters relating to the district.

			• Develops, interprets, and implements policies, regulations, procedures and programs for the unit or district; identifies operational problems and recommends solutions. • May act as liaison to other governmental agencies and represents the Division in responding to inquiries or providing information to the public, business, and other interested groups.
			Inspector • Conducts collaborative regulatory inspections with the Cannabis Compliance Inspection team of cannabis businesses in the unincorporated areas of Monterey County. • Conducts complex inspections, investigations, surveys and special studies to determine compliance with state and local health codes and regulations; processes permit applications and issues permits related to water systems, water wells, solid waste sites, garbage franchise districts, housing, septic systems, sewage treatment plants, special event food facilities and related activities. • Participates in the development of policies, procedures, regulations, and ordinances related to an area of specialization; investigates complaints and evaluates effectiveness of program operations; determines problem areas, collects, and analyzes data and recommends systemic solutions. • Serves as subject matter resource to other professional staff providing specialized knowledge and recommending solutions to complex problems that are consistent with program goals; may review and comment on impact of proposed ordinances, legislation, and regulations. • Provides technical program information and policy interpretations for the public business and professional representative and other agency staff; represents the department on program matters at meetings, commissions, committees, boards, and public hearings. • Coordinates inspections, special studies and permit reviews with pertinent staff and officials from separate jurisdictions, districts, state, and federal agencies. • Prepares written reports, memoranda, and correspondence; as directed, drafts and finalizes specialty program manuals, grant applications, procedures, and forms. • Prepares and presents in-service programs for business and civic staff and civic officials and public education groups, professional. • As directed, may assign, review, and coordinate the work of Specialist level staff including monitoring timely completion of workload, answering technical and procedural questions, reviewing work methods and products, and training employees.
Public Health Bureau	Management Analyst II	0.50 **0.50**	• Design and implement programs to educate adults and youth about negative effects of cannabis use; conduct community-based outreach and engagement efforts; address negative effects of cannabis use in the community • Establish surveillance system to monitor impact of cannabis legalization
RMA (Code Compliance) **RMA (Code Compliance) cont.**	Code Compliance Inspector II Code Compliance Inspector II Code Compliance Inspector II	1.00 1.00 1.00 **3.00**	• Receives complaints of Land use and Building Code violations. Works with the property/business owner to bring the property into conformance with the appropriate codes and ordinances. • Assist other agency's such as the DA, CDFA and the Sheriff's Department on warrant searches and abatements. • Reviews applications, permits and plans to verify conformance with the appropriate codes and ordinances. Inspects parcels to ensure compliance with relevant land use regulations, Business Permit regulations and State regulations.
Sheriff's Office	Sheriff's Deputy Detective Sheriff's Deputy Detective	1.00 1.00	• Conduct surveillance required for issuance of search warrants; work with District Attorney to obtain search warrants; plan and carry out enforcement operations against illegal cannabis activities through Accela

		2.00	• Track cannabis complaints as part of reporting system for overall cannabis program monitoring • Investigates illegal cannabis grow operations
Treasurer Tax Collector	Management Analyst III Accountant III Accounting Technician	0.66 0.66 0.66 **1.98**	• Disseminate tax bills; collect and deposit cannabis tax payments • CSAC – California Cannabis Authority – County of Monterey designee • Manage Annual Business License application, review, issuance, revocation
All Authorized Positions		**23.48**	

Department	**FTE Count**
Agricultural Commissioner	2.50
Auditor Controller	
County Administrative Office (Monterey County Cannabis Program)	5.00
County Administrative Office*	1.00
County Counsel	1.00
District Attorney	3.50
Health Department	3.50
RMA (Code Compliance)	3.00
Sheriff's Office	2.00
Treasurer Tax Collector*	1.98
All Authorized Positions	**23.48**

Outside Agencies	• Collaborate with County departments and Program Manager to support compliance and enforcement activities*
Local	
Fire Agencies	• Fire code compliance inspection and plan review for commercial cannabis cultivation, processing, manufacturing activities
MBARD	
State	

CANNABIS PROGRAM
MONTEREY COUNTY

Bureau of Cannabis Control (BCC)	
CalCannabis division of California Department of Food and Agriculture (CDFA)	
California Department of Fish and Wildlife (CDFW)	
California State Water Resources Control Board	
Manufactured Cannabis Safety Branch division of California Department of Public Health (CDPH)	

Introduced: 9/16/2020 **Current Status:** Scheduled PM

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

a. Consider approval of the revised response to the 2019 - 2020 Monterey County Civil Grand Jury Final Report "MONUMENT TO A FAILED PROCESS: South County Use Permit PLN 180317"and
b. Direct the County Administrative Officer to file the approved response with the Presiding Judge of the Superior Court, County of Monterey, by September 25, 2020.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

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SUMMARY:
The 2019 - 2020 Monterey County Civil Grand Jury Final Report "MONUMENT TO A FAILED PROCESS: South County Use Permit PLN 180317" was issued in June 2020. By law, the Board of Supervisors and elected County officials are required to respond to specific findings and recommendations as directed therein. Within 90 days of report issuance, on or before September 25, 2020, the Board's response must be filed with the Presiding Judge of the Superior Court, County of Monterey.

On September 15, 2020 the Board of Supervisors reviewed the draft response prepared by the Director of Resource Management and directed that he modify the response and return to the Board for final approval on Sept 22, 2020.

The Board of Supervisors' approved response should be deemed by the Monterey County Civil Grand Jury and the Presiding Judge of the Superior Court, County of Monterey, as the response of the Board of Supervisors to those issues raised by the Jury regarding "MONUMENT TO A FAILED PROCESS: South County Use Permit PLN 180317".

OTHER AGENCY INVOLVEMENT:
The County Administrative Office coordinated preparation of the recommended response to the 2019

- 2020 Monterey County Civil Grand Jury Final Report "MONUMENT TO A FAILED PROCESS: South County Use Permit PLN 180317" with the assistance, input and appropriate review by the Resource Management Department.

Members of the 2019 - 2020 Monterey County Civil Grand Jury were invited to attend the Board of Supervisors hearing on this matter.

FINANCING:
There are no fiscal impacts to the General Fund with this recommendation.

Prepared by:

Maegan Ruiz-Ignacio
Administrative Secretary - Confidential

Approved by:

Nicholas E. Chiulos
Assistant County Administrative Officer

Date: September 16, 2020

Attachment:

1). Copy of the redline version: 2019 - 2020 Monterey County Civil Grand Jury Final Report "MONUMENT TO A FAILED PROCESS: South County Use Permit PLN 180317"

2). Copy of the final revised clean version: 2019 - 2020 Monterey County Civil Grand Jury Final Report "MONUMENT TO A FAILED PROCESS: South County Use Permit PLN 180317"

cc: Charles McKee, County Administrative Officer
Les Girard, County Counsel
Carl Holm, Director of Resource Management

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Introduced: 9/16/2020
Version: 1

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Prepared by:
DocuSigned by:
Maegan Ruiz-Ignacio
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Maegan Ruiz-Ignacio
Administrative Secretary - Confidential

Approved by:
DocuSigned by:
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Nicholas E. Chiulos
Assistant County Administrative Officer

Date: September 16, 2020

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cc: Charles McKee, County Administrative Officer
Les Girard, County Counsel
Carl Holm, Director of Resource Management

Monterey County Board of Supervisors

Response to the

2019 - 2020 Monterey County Civil Grand Jury

Topic: "MONUMENT TO A FAILED PROCESS:
South County Use Permit PLN 180317"

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" MONUMENT TO A FAILED PROCESS: South County Use Permit PLN 180317 "

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REPORT TITLE: 2018 - 2019 Monterey County Civil Grand Jury Final Report – "MONUMENT TO A FAILED PROCESS: South County Use Permit PLN 180317"
RESPONSE BY: Monterey County Board of Supervisors
RESPONSE TO: Findings: F3, F4, F5, F6, F7, F8, F9 and F13

FINDINGS

F3. The RMA Planning draft resolution and briefing for the Application both inaccurately asserted that (1) South County had no LUAC, and (2) that the Application did not need to be sent to the LUAC for review. These errors denied a required hearing and stifled public voice on design and local considerations for a large, visible project.

Response F3:

Short Response:

Respectfully, the County disagrees partially with this finding. The staff report package did inaccurately asserted that (1) South County had no LUAC, and (2) that the Application did not need to be sent to the LUAC for review. As such, the public was not afforded an opportunity to voice concerns via the LUAC, which is a valuable part of the land use permit process. and the This also means that the LUAC members themselves did not have opportunity to comment on the project provide comments as part of the process, which would have given the decision maker local perspective to consider during the hearing. However, The public was given an opportunity able to voice opinions at the duly noticed public hearing at the October 28, 2018 Zoning Administrator, but the opportunity for participation was less than it would have been if the LUAC had taken place.

Additional Discussion:

Board of Supervisors Resolution 15-043 establishes procedures for Land Use Advisory Committees (LUACs) in Monterey County. The purpose of a LUAC is to provide a venue for the local community to provide input on proposed projects. LUACs serve to provide the Appropriate Authority comments and recommendations about the local community's perspective on certain types of projects, especially regarding site design and neighborhood character, which are important factors in the planning process. LUACs also provide a venue for public comment that is closer to the affected community and usually not in the middle of the day, which is beneficial to communities that are farther away from Salinas where the public hearings are held. The Appropriate Authority is where decisions are ultimately made on a project, which in this case was the Zoning Administrator (ZA), but the LUAC recommendation plays an important role in the process.

The staff report package incorrectly asserted there was no existence and/or participation of a LUAC for this part of the County. However With that in mind, the staff presentation at the public hearing on October 25th, 2018 identified the mistake in an attempt to correct the error. The ZA found that the public hearing on this project was noticed in accordance with Chapter 21.78 Monterey County Code: this project was advertised in a newspaper of general circulation at least 10 days prior to the hearing, members of the community within a 300-foot radius surrounding this tower were informed of the public hearing, and the site was posted with a notice of the hearing. County Code exceeds minimum state regulations for public noticing.

One member of the community was able to attend ~~came to~~ the ZA hearing and testified about the community's concerns. The ZA, as the decision-maker and former County Planning Director familiar with South County, ~~determined that they sufficiently understood~~ considered the community issues, that they took into account with the regulatory requirements for telecommunication facilities in making their decision. There was no appeal of the ZA action.

Although this ~~was~~ appeared to be an isolated, individual incident, Planning Management provided training in early 2019 for the entire planning staff to clarify that there is a LUAC for the South County Area, and to remind planners of the type of projects that are to be sent to the LUAC for review. In addition, the Director implemented a Standard Operating Procedure (SOP) of County Code that telecommunication projects require notification of at least 1,500 feet due to their visibility. This SOP was presented to the Board of Supervisors on July 14, 2020.

F4. The Application's one-sentence dismissal of the alternative site, "Unfortunately, due to the mountainous terrain access and road constraints the proposed site was not physically feasible for the construction of the proposed tower" was incorrect. As a result, a constrained and inappropriate site selection was approved.

Response F4:

Short Response:

Respectfully, the County disagrees partially with this finding. Determination of feasibility for a cell site requires multi-faceted analysis, due to the numerous factors that can affect coverage, including staff's experience from past projects. Additional information was not sought by staff, so there is no way to be certain if the applicant's statement about alternative sites was correct or incorrect.

Additional Discussion:

Alternative site analysis is not expressly required by County Code, but Section 21.64.310.H.3 does refer to a list of application submittal requirements established by the Department. The Appropriate Authority must find that the applicant has demonstrated that the subject site is the most adequate for provision of services as required by the FCC (Section 21.64.310.J.2 MCC).

In hind sight, the statement received from the applicant is unclear as to whether the "mountainous terrain" is relevant to the site itself, or the relative location/positioning to surrounding mountains that could pose challenges to wireless signals if it were moved to a location on that large parcel. Additional detail should have been sought by the planner during analysis. It has been generally demonstrated with prior telecommunication projects that mountainous terrain presents limited opportunity for coverage, so alternatives depend on finding willing property owners where the facility can adequately provide service to the *intended coverage area*. However, it should not have been assumed by staff that this was the case without adequate evidence provided by the applicant. It has been the practice of County Planning to request telecommunication applicants demonstrate that an alternative site was not feasible, and that the proposed project is the minimum necessary, *to provide the intended coverage*.

On September 5th, 2019, Planning Management provided training for the all Planning Staff relative to alternative site analysis as part of a site visit to the PLN180317 project site.

F5. The RMA Planning public hearing notices for this project complied with State and County code, but were structurally ineffective in providing the local community with reasonable awareness of the significant project being proposed for their South County community.

Response F5:

Short Response:

The County agrees with this finding. State Code requires notification by two of three methods (mail, publication, posting), County Code requires notification using all three methods. Notice for this project met the legal requirements. However, cell phone towers are taller than typical projects so the visual impacts can be broader. Subsequently, County updated the policy for noticing public hearings to extend the distribution radius for cell phone tower projects in certain zoning districts.

Additional Discussion:

As stated in the Finding, public noticing for the October 25, 2018 Zoning Administrator hearing was done in full compliance with all state and local regulations. In addition to a newspaper notice and posting the site, local residents and neighbors within 300 feet of the project were directly sent notice of the hearing. One member of the community participated in the October 25, 2018 hearing in person.

Subsequent to approval of this project, and in response to the concerns of the community, County RMA received a referral from District 3 Supervisor to increase the noticing radius for cell towers in the rural areas of the County (Board Referral 2020.07). On July 14, 2020, the Board of Supervisors accepted the Director's Standard Operating Procedure to require a notification by mail within a distance of 1,500-feet of a proposed wireless communication facility (or more if determined necessary by the Chief of Planning) to meet the purpose of public notification in the Farmland, Rural Grazing, Permanent Grazing, Resource Conservation, and Open Space zoning districts.

F6. The approved cell tower failed to meet multiple site and design conditions of MCC 21.64.310 including:
E.2 (has local citizen input on impact and alternative sites),
H.1a (preserve visual character, aesthetic value of parcel and surrounding land),
H.1c (not sited to create clutter & negatively affect specific views),
H.1d (designed to minimize visual impact),
H.1e (screened from any public viewing areas),
H.2d (designed to mitigate potentially significant adverse visual impacts), and
J.3 (complies with all applicable requirements of 21.64.310).

As a result of these multiple failures, this application did not meet a required finding for Use Permits as listed in MCC 21.74.050.B.1 (will not be…detrimental or injurious to property and improvement in the neighborhood.) and should not have been approved.

***Response F6*:**

Short Response:

Respectfully, the County disagrees fully with this finding. Conclusions drawn by the CGJ Report in this finding was based on a portion of language in the code. The Zoning Administrator, as the decision-making authority by Code, held a public hearing and considered the testimony. Based on their independent judgement, the Zoning Administrator determined that the project met the required findings. There was no appeal filed contesting this determination.

Additional Discussion:

Section 21.64.310.E reflects a finding that defers decision making from the State to local government as a basis for adopting the ordinance establishing Chapter 21.64.310 into the Monterey County Code (MCC), and is not part of the decision-making process for projects. While it recognizes local governments *and* citizens are in a better position than the Public Utilities Commission (PUC) of the State of California to recognize impacts, it goes on to defer authority to the local government to regulate the location and design of cell sites. LUACs are a very important part of that process, but were established by the local government to provide input from the local community to the ultimate decision-maker.

Section 21.64.301.H MCC includes General Development Standards. Many of these Development Standards have additional qualifying language stating, "to the maximum extent feasible". For example, Section 21.64.310.H.1.e states in whole that: *"Wireless communications facilities shall be screened from any public viewing areas* ***to the maximum extent feasible*** [Emphasis added]*."* As such, a conclusion drawn about the project approval needs to be based on the entire language of the code, which is less exclusive than what is identified in the CGJ Finding.

Ultimately the Zoning Administrator, the Appropriate Authority in this case, determined that these *General* Development Standards were met to the maximum extent feasible based on their independent judgement and review of the project application materials. County Code affords an aggrieved party an avenue to appeal the ZA decision to the Board of Supervisors to exhaust Administrative Remedies if said party feels that the findings were not supported by the evidence. No appeal of the ZA action was filed.

F7. RMA planners were not diligent or accurate in how they determined, validated, and used certain facts, descriptive information, and technical data in the Application. This damaged the credibility of the Application and undermined local trust in the competence and the fairness of RMA Planning.

***Response F7*:**

Short Response:

The County agrees with this finding. This ~~isolated~~ incident, which appears to have been an isolated case, was an unfortunate ~~case~~ circumstance of protocols not being followed during the review phase of this project.

Additional Discussion:

Planners are empowered to make initial assessment of LUAC applicability. However, the protocol is for there to be review by the Planning Manager and/or Chief of Planning, especially where there is any question or potential for local controversy. This ~~was an~~ looks as if it was an isolated incident ~~that did~~ of staff not following the protocol.

County recognizes that the specific project planner for this case should have been more thorough in review of the application materials, and routed them to the South County LUAC for review. In addition, Planning Managers/Chief should have been more diligent in their oversight of this case and caught the error earlier in the process.

As noted in prior responses, actions have taken place since this project was approved in an attempt to prevent the same mistakes from happening in the future. The entire planning staff has been trained on these actions. The Standard Operating Procedures (SOPs) for LUAC review are being updated to be clear on roles and responsibilities with specifically requiring review by the Manager/Chief prior to routing applications (related to both process and completeness).

F8. RMA Planning staff's limited expertise in wireless communications facilities' policies, regulations, and rules, plus RMA planner confusion on the applicability of County standards for aesthetics and visual character, were contributing factors to the siting and design of the cell tower in a manner unacceptable to the Bryson Hesperia Community.

Response F8:

Short Response:

Respectfully, the County disagrees partially with this finding. A project planner failed to understand the policies and regulations related to cell towers and County standards, which contributed to the series of events covered in this report. However, specific expertise in wireless communication facilities is not required or expected of staff.

Additional Discussion:

Planning does not require being an expert in any area, but does require knowledge and appropriate application of the policies and regulations. As noted in prior responses, the belief is that this stems more from an isolated incident ~~that did~~ of staff not following the protocol rather than a systemic issue. Training has been administered to the entire planning staff with respect to cell towers and the level of analysis that should be undertaken regarding site selection, visual impacts, County wireless regulations, and when projects should be referred to a LUAC. This includes planning staff being taken on September 5, 2019 as a group for a site visit down to the project site for PLN180317, with the tower in place, to discuss the analysis in the staff report and the findings in the resolution.

Multiple periodic trainings have also been conducted with staff at general staff meetings since this project was approved on relevant topics such as site selection, alternative analysis, LUAC procedures, FCC shot clocks, and the overall application review process. Planning managers also stayed in contact with key members of the community after the project approval to answer questions and provide information from the applicant when possible, including a post-operational RF-EME survey.

F9. Monterey County wireless communications code (MCC Section 21.64.310) lacks provisions to permit staff to secure outside experts, at applicant expense, when

needed. This code omission limited planner resources and flexibility to overcome the technical challenges with this application. It reduced RMA Planning staff's ability to process the Application in a thorough, professional manner.

Response F9:

Short Response:

Respectfully, the County disagrees fully with this finding. Although there are no specific provisions with respect to securing outside experts. County code does not prohibit staff from requesting assistance from outside experts, and in some sections actually gives staff the ability to require additional information if it determined to be needed.

Additional Discussion:

MCC Section 21.64.310 does not have language that requires use of outside experts; however, it also does not preclude use of outside experts where/when needed. There are sections of the code that could be used to require an applicant to provide additional information. For example, MCC Section 21.64.310.G.1.g states that as part of registration package, in addition to the specific items listed, the county can require: *"Such other information as the Director of Planning may reasonably require"*. Additionally, during environmental review the California Environmental Quality Act (CEQA) allows for planning to require additional information that may not have been part of the original application submittal to determine the level of significance of potential impacts.

Technical reports are provided by experts hired by the applicant, subject to review by staff. If staff questions the information submitted, there is the ability to request clarification by the applicant's technical expert, or require the applicant to pay for a peer review (consultant hired by County with cost paid by applicant). RMA retains lists of qualified consultants to utilize as needed. In this specific case, staff determined that a peer review was not required.

F13. RMA Planning managers displayed a high degree of internal responsiveness in reaction to the August 28, 2019 meeting in South County about the cell tower. Their subsequent actions were not visible to the community, but represented a quiet, positive example of professional and effective responsiveness to the community's concerns.

Response F13:

Short Response:

The County agrees with this finding. Management took this incident seriously and has looked for ways to coach staff based on the lessons learned.

Additional Discussion:

RMA appreciates CGJ recognition of RMA efforts. We use cases like this to teach planners so we can try to prevent a similar situation from happening in the future. The Board of Supervisors commissioned a report of the RMA by Citygate Associates, LLC. This report was completed July 22, 2020 and accepted by the Board on July 28, 2020. Recommendations provided in Citygate's report are directed at use of LUACs and building community trust.

REPORT TITLE: 2018 - 2019 Monterey County Civil Grand Jury Final Report – "MONUMENT TO A FAILED PROCESS: South County Use Permit PLN 180317"
RESPONSE BY: Monterey County Board of Supervisors
RESPONSE TO: Recommendations: R1, R2, R3, R6, R7 and R10

RECOMMENDATIONS

R1. The RMA Services Manager should review and improve the RMA Current Planning division's work practices for RMA planners and Planning managers. Critical thinking, attention to detail, and higher professional standards must be imbued into the RMA Planning process. When County Code directs higher levels of decision making, RMA Planning should require assigning higher level, more experienced planners and higher-level supervisors to prepare and review those applications.

Response R1:

Short Response:

The County will be implementing this recommendation with minor modifications in the near future. The suggestion to assign higher level staff to specific projects may not always be practicable given the availability of experienced planners at a given time, and the desire for more junior planners to gain valuable experience. However, there needs to be adequate check and balance to avoid individual errors like this.

Additional Discussion:

One ~~The best~~ way to ~~really~~ develop professional planners is by doing, and we cannot simply load up more experienced planners. The County is currently recruiting to fill up to 8 vacant planning positions, which is nearly 50% of the approved positions for the department. The level of experience in the planning department is directly tied to the level of staff when they come on board and the amount of time they have been able to learn through doing while employed with the County. Less experienced planners require more supervision and management when they are provided a more complex matter.

The Board of Supervisors commissioned a report of the RMA by Citygate Associates, LLC. This report was completed July 22, 2020 and accepted by the Board on July 28, 2020. This recommendation by the CGJ is addressed through recommendations provided in Citygate's report.

Training has been administered to the planning staff to reiterate the standards for project review. Staff has also been directed to bring more complex projects to a weekly "scoping" meeting, where the entire planning staff, including managers, review and discuss project applications early in the process to identify potential issues and decide on direction.

R2. The Director of RMA should investigate whether the erroneous description of PLN 180317 alternative site's conditions, as provided to RMA Planning in support of that application, constituted "false material information," as the term is used in Monterey County Code 21.70.070 (Revocation). Director RMA should then determine if action in accordance with that code is appropriate or necessary for PLN 180317. (F4) This

investigation and determination should be completed no later than 90 days after the publication of this report.

Response R2:

Short Response:

This recommendation has been implemented, and based on the facts of this specific case, the Director of RMA has determined that revocation does not meet the criteria established by County Code.

Additional Discussion

It appears, based on the facts, that this was not "False Material Information", but rather staff's interpretation of information submitted (right or wrong). Arguably, staff should have requested that additional material was provided; however, the information provided was not falsely presented. Therefore, revocation of the permit does not appear to be warranted in this case. Staff presented all of the information to the Appropriate Authority (Zoning Administrator) to make their decision, and there was no appeal of an aggrieved party. (Also see response F4)

R3. The Board of Supervisors should revise the Resolution that establishes and provides guidance to the County Land Use Advisory Committees (LUAC), the "LUAC Guidelines," to update Exhibit B. Stop using the "Bradley-Parkfield" LUAC name and start using the "South County" LUAC name. This will accurately reflect the change that was made to that LUAC in August 2008 and implemented in January 2009. (F2, F3) This revision should be completed no later than six months after the publication of this report.

Response R3:

Short Response:

The County will be implementing this recommendation in the near future.

Additional Discussion:

Exhibit B of the LUAC Procedures clearly identifies that the Bradley-Parkfield LUAC covers the entire South County planning area (Area Plan). Given past practices by other planners., it is clear that there is not systemic confusion with respect to the naming of the South County LUAC, and the issue of not knowing there was a South County LUAC ~~was~~ seems to be an individual occurrence ~~and not one~~ rather than one that is recurring. However, County agrees to amending the LUAC Procedures (Exhibit B) to change the name of this LUAC from "Bradley-Parkfield" to "South County".

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R6. The Board of Supervisors should revise Monterey County Code 21.70.040.A

(Public Notice Required) to include the following provision from California Government Code Section 65091(A)(5)(c): "In addition to the notice required by this section, a local agency may give notice of the hearing in any other manner it deems necessary or desirable." (F5) This revision should be completed no later than 24 months after the publication of this report. investigation and determination should be completed no later than 90 days after the publication of this report.

Response R6:

Short Response:

The County has implemented this recommendation with a slight modification since County Code did not need to be amended to accomplish the desired outcome.

Additional Discussion:

This is a very good suggestion by the CGJ, and fortunately County Code did not require amending to achieve this goal. On July 14, 2020 The Board of Supervisors accepted the Director's Standard Operating Procedure (SOP) to require a notification by mail within a distance of 1,500-feet of a proposed wireless communication facility (or more if determined necessary by the Chief of Planning) to meet the purpose of public notification in the Farmland, Rural Grazing, Permanent Grazing, Resource Conservation, and Open Space zoning districts. This modification to the County SOP for noticing of wireless facilities will help to ensure that more people who may be affected by these projects will be made aware of them in the future.

R7. The RMA Services Manager should develop explicit guidance to encourage and support applicant-sponsored town halls or orientations for rural communities where significant projects are planned. These events should be in advance of, or early into the application process. (F5) This guidance should be completed and operational no later than 60 days after the publication of this report.

Response R7:

Short Response:

The County will be implementing this recommendation in the near future with a minor modification based on recommendations in the Citygate report.

Additional Discussion:

The Board of Supervisors commissioned a report of the RMA by Citygate Associates, LLC. This report was completed July 22, 2020 and accepted by the Board on July 28, 2020. This recommendation by the CGJ is addressed through recommendations provided in Citygate's report. Citygate has put forward recommendations that will enhance public involvement fort land use decisions, and work towards rebuilding trust with the communities throughout Monterey County. The County will follow timelines established in the Citygate report.

R10. The Board of Supervisors should revise Monterey County Code 21.64.310 (Wireless Communication Facilities) to include a provision that requires a post-operational RF-EME survey to be conducted by a certified RF engineer selected by the County but at

applicant expense, when any wireless communications facility first becomes operational or has its Use Permit renewed. (F8, F9) This revision should be completed no later than 24 months after the publication of this report.

Response R10:

Short Response:

It is not warranted for the County to implement this recommendation since the Planning standard conditions of approval for wireless facilities already include provisions for obtaining these reports from the applicant.

Additional Discussion:

Staff agrees that obtaining these post-operational reports for wireless facilities and making them available to the public is important. County practice is for all wireless facility projects processed by the County to include a standard condition of approval which states: *"Prior to commencement of use and on an on-going basis, the Owner/Applicant shall submit documentation demonstrating compliance with the FCC emission standards to the Director of RMA-Planning for review and approval."* This language gives the Chief of Planning authority to request the post-operational RF-EME survey, which is a public record available upon request. This condition was included with PLN180317 as part of the standard procedure. Inclusion of this condition allowed staff to obtain a post-operational survey for this project, which was subsequently shared with interested members of the public.

Monterey County Board of Supervisors

Response to the

2019 - 2020 Monterey County Civil Grand Jury

Topic: "MONUMENT TO A FAILED PROCESS:
South County Use Permit PLN 180317"

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" MONUMENT TO A FAILED PROCESS: South County Use Permit PLN 180317 "

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REPORT TITLE: 2018 - 2019 Monterey County Civil Grand Jury Final Report – "MONUMENT TO A FAILED PROCESS: South County Use Permit PLN 180317"
RESPONSE BY: Monterey County Board of Supervisors
RESPONSE TO: Findings: F3, F4, F5, F6, F7, F8, F9 and F13

FINDINGS

F3. The RMA Planning draft resolution and briefing for the Application both inaccurately asserted that (1) South County had no LUAC, and (2) that the Application did not need to be sent to the LUAC for review. These errors denied a required hearing and stifled public voice on design and local considerations for a large, visible project.

Response F3:

Short Response:

Respectfully, the County disagrees partially with this finding. The staff report package did inaccurately assert that (1) South County had no LUAC, and (2) that the Application did not need to be sent to the LUAC for review. As such, the public was not afforded an opportunity to voice concerns via the LUAC, which is a valuable part of the land use permit process. This also means that the LUAC members themselves did not have opportunity to provide comments as part of the process, which would have given the decision maker local perspective to consider during the hearing. The public was able to voice opinions at the duly noticed public hearing at the October 28, 2018 Zoning Administrator, but the opportunity for participation was less than it would have been if the LUAC had taken place.

Additional Discussion:

Board of Supervisors Resolution 15-043 establishes procedures for Land Use Advisory Committees (LUACs) in Monterey County. The purpose of a LUAC is to provide a venue for the local community to provide input on proposed projects. LUACs serve to provide the Appropriate Authority comments and recommendations about the local community's perspective on certain types of projects, especially regarding site design and neighborhood character, which are important factors in the planning process. LUACs also provide a venue for public comment that is closer to the affected community and usually not in the middle of the day, which is beneficial to communities that are farther away from Salinas where the public hearings are held. The Appropriate Authority is where decisions are ultimately made on a project, in this case was the Zoning Administrator (ZA), but the LUAC recommendation plays an important role in the process.

The staff report package incorrectly asserted there was no existence and/or participation of a LUAC for this part of the County. With that in mind, the staff presentation at the public hearing on October 25th, 2018 identified the mistake in an attempt to correct the error. The ZA found that the public hearing on this project was noticed in accordance with Chapter 21.78 Monterey County Code: this project was advertised in a newspaper of general circulation at least 10 days prior to the hearing, members of the community within a 300-foot radius surrounding this tower were informed of the public hearing, and the site was posted with a notice of the hearing. County Code exceeds minimum state regulations for public noticing.

One member of the community was able to attend the ZA hearing and testified about the community's concerns. The ZA, as the decision-maker and former County Planning Director familiar with South County, considered the community issues, that they took into account with the regulatory requirements for telecommunication facilities in making their decision. There was no appeal of the ZA action.

Although this appeared to be an isolated, individual incident, Planning Management provided training in early 2019 for the entire planning staff to clarify that there is a LUAC for the South County Area, and to remind planners of the type of projects that are to be sent to the LUAC for review. In addition, the Director implemented a Standard Operating Procedure (SOP) of County Code that telecommunication projects require notification of at least 1,500 feet due to their visibility. This SOP was presented to the Board of Supervisors on July 14, 2020.

F4. The Application's one-sentence dismissal of the alternative site, "Unfortunately, due to the mountainous terrain access and road constraints the proposed site was not physically feasible for the construction of the proposed tower" was incorrect. As a result, a constrained and inappropriate site selection was approved.

Response F4:

Short Response:

Respectfully, the County disagrees partially with this finding. Determination of feasibility for a cell site requires multi-faceted analysis, due to the numerous factors that can affect coverage, including staff's experience from past projects. Additional information was not sought by staff, so there is no way to be certain if the applicant's statement about alternative sites was correct or incorrect.

Additional Discussion:

Alternative site analysis is not expressly required by County Code, but Section 21.64.310.H.3 does refer to a list of application submittal requirements established by the Department. The Appropriate Authority must find that the applicant has demonstrated that the subject site is the most adequate for provision of services as required by the FCC (Section 21.64.310.J.2 MCC).

In hind sight, the statement received from the applicant is unclear as to whether the "mountainous terrain" is relevant to the site itself, or the relative location/positioning to surrounding mountains that could pose challenges to wireless signals if it were moved to a location on that large parcel. Additional detail should have been sought by the planner during analysis. It has been generally demonstrated with prior telecommunication projects that mountainous terrain presents limited opportunity for coverage, so alternatives depend on finding willing property owners where the facility can adequately provide service to the *intended coverage area*. However, it should not have been assumed by staff that this was the case without adequate evidence provided by the applicant. It has been the practice of County Planning to request telecommunication applicants demonstrate that an alternative site was not feasible, and that the proposed project is the minimum necessary, *to provide the intended coverage*.

On September 5th, 2019, Planning Management provided training for the all Planning Staff relative to alternative site analysis as part of a site visit to the PLN180317 project site.

F5. The RMA Planning public hearing notices for this project complied with State and County code, but were structurally ineffective in providing the local community with reasonable awareness of the significant project being proposed for their South County community.

Response F5:

Short Response:

The County agrees with this finding. State Code requires notification by two of three methods (mail, publication, posting), County Code requires notification using all three methods. Notice for this project met the legal requirements. However, cell phone towers are taller than typical projects so the visual impacts can be broader. Subsequently, County updated the policy for noticing public hearings to extend the distribution radius for cell phone tower projects in certain zoning districts.

Additional Discussion:

As stated in the Finding, public noticing for the October 25, 2018 Zoning Administrator hearing was done in full compliance with all state and local regulations. In addition to a newspaper notice and posting the site, local residents and neighbors within 300 feet of the project were directly sent notice of the hearing. One member of the community participated in the October 25, 2018 hearing in person.

Subsequent to approval of this project, and in response to the concerns of the community, County RMA received a referral from District 3 Supervisor to increase the noticing radius for cell towers in the rural areas of the County (Board Referral 2020.07). On July 14, 2020, the Board of Supervisors accepted the Director's Standard Operating Procedure to require a notification by mail within a distance of 1,500-feet of a proposed wireless communication facility (or more if determined necessary by the Chief of Planning) to meet the purpose of public notification in the Farmland, Rural Grazing, Permanent Grazing, Resource Conservation, and Open Space zoning districts.

F6. The approved cell tower failed to meet multiple site and design conditions of MCC 21.64.310 including:
E.2 (has local citizen input on impact and alternative sites),
H.1a (preserve visual character, aesthetic value of parcel and surrounding land),
H.1c (not sited to create clutter & negatively affect specific views),
H.1d (designed to minimize visual impact),
H.1e (screened from any public viewing areas),
H.2d (designed to mitigate potentially significant adverse visual impacts), and
J.3 (complies with all applicable requirements of 21.64.310).

As a result of these multiple failures, this application did not meet a required finding for Use Permits as listed in MCC 21.74.050.B.1 (will not be…detrimental or injurious to property and improvement in the neighborhood.) and should not have been approved.

***Response F6*:**

Short Response:

Respectfully, the County disagrees fully with this finding. Conclusions drawn by the CGJ Report in this finding was based on a portion of language in the code. The Zoning Administrator, as the decision-making authority by Code, held a public hearing and considered the testimony. Based on their independent judgement, the Zoning Administrator determined that the project met the required findings. There was no appeal filed contesting this determination.

Additional Discussion:

Section 21.64.310.E reflects a finding that defers decision making from the State to local government as a basis for adopting the ordinance establishing Chapter 21.64.310 into the Monterey County Code (MCC), and is not part of the decision-making process for projects. While it recognizes local governments *and* citizens are in a better position than the Public Utilities Commission (PUC) of the State of California to recognize impacts, it goes on to defer authority to the local government to regulate the location and design of cell sites. LUACs are a very important part of that process, but were established by the local government to provide input from the local community to the ultimate decision-maker.

Section 21.64.301.H MCC includes General Development Standards. Many of these Development Standards have additional qualifying language stating, "to the maximum extent feasible". For example, Section 21.64.310.H.1.e states in whole that: *"Wireless communications facilities shall be screened from any public viewing areas* ***to the maximum extent feasible*** [Emphasis added]*."* As such, a conclusion drawn about the project approval needs to be based on the entire language of the code, which is less exclusive than what is identified in the CGJ Finding.

Ultimately the Zoning Administrator, the Appropriate Authority in this case, determined that these *General* Development Standards were met to the maximum extent feasible based on their independent judgement and review of the project application materials. County Code affords an aggrieved party an avenue to appeal the ZA decision to the Board of Supervisors to exhaust Administrative Remedies if said party feels that the findings were not supported by the evidence. No appeal of the ZA action was filed.

F7. RMA planners were not diligent or accurate in how they determined, validated, and used certain facts, descriptive information, and technical data in the Application. This damaged the credibility of the Application and undermined local trust in the competence and the fairness of RMA Planning.

Response F7:

Short Response:

The County agrees with this finding. This incident, which appears to have been an isolated case, was an unfortunate circumstance of protocols not being followed during the review phase of this project.

Additional Discussion:

Planners are empowered to make initial assessment of LUAC applicability. However, the protocol is for there to be review by the Planning Manager and/or Chief of Planning, especially where there is any question or potential for local controversy. This looks as if it was an isolated incident of staff not following the protocol.

County recognizes that the specific project planner for this case should have been more thorough in review of the application materials, and routed them to the South County LUAC for review. In addition, Planning Managers/Chief should have been more diligent in their oversight of this case and caught the error earlier in the process.

As noted in prior responses, actions have taken place since this project was approved in an attempt to prevent the same mistakes from happening in the future. The entire planning staff has been trained on these actions. The Standard Operating Procedures (SOPs) for LUAC review are being updated to be clear on roles and responsibilities with specifically requiring review by the Manager/Chief prior to routing applications (related to both process and completeness).

F8. RMA Planning staff's limited expertise in wireless communications facilities' policies, regulations, and rules, plus RMA planner confusion on the applicability of County standards for aesthetics and visual character, were contributing factors to the siting and design of the cell tower in a manner unacceptable to the Bryson Hesperia Community.

Response F8:

Short Response:

Respectfully, the County disagrees partially with this finding. A project planner failed to understand the policies and regulations related to cell towers and County standards, which contributed to the series of events covered in this report. However, specific expertise in wireless communication facilities is not required or expected of staff.

Additional Discussion:

Planning does not require being an expert in any area, but does require knowledge and appropriate application of the policies and regulations. As noted in prior responses, the belief is that this stems more from an isolated incident of staff not following the protocol rather than a systemic issue. Training has been administered to the entire planning staff with respect to cell towers and the level of analysis that should be undertaken regarding site selection, visual impacts, County wireless regulations, and when projects should be referred to a LUAC. This includes planning staff being taken on September 5, 2019 as a group for a site visit down to the project site for PLN180317, with the tower in place, to discuss the analysis in the staff report and the findings in the resolution.

Multiple periodic trainings have also been conducted with staff at general staff meetings since this project was approved on relevant topics such as site selection, alternative analysis, LUAC procedures, FCC shot clocks, and the overall application review process. Planning managers also stayed in contact with key members of the community after the project approval to answer questions and provide information from the applicant when possible, including a post-operational RF-EME survey.

F9. Monterey County wireless communications code (MCC Section 21.64.310) lacks provisions to permit staff to secure outside experts, at applicant expense, when needed. This code omission limited planner resources and flexibility to overcome the technical challenges with this application. It reduced RMA Planning staff's ability to process the Application in a thorough, professional manner.

Response F9:

Short Response:

Respectfully, the County disagrees fully with this finding. Although there are no specific provisions with respect to securing outside experts. County code does not prohibit staff from requesting assistance from outside experts, and in some sections actually gives staff the ability to require additional information if it determined to be needed.

Additional Discussion:

MCC Section 21.64.310 does not have language that requires use of outside experts; however, it also does not preclude use of outside experts where/when needed. There are sections of the code that could be used to require an applicant to provide additional information. For example, MCC Section 21.64.310.G.1.g states that as part of registration package, in addition to the specific items listed, the county can require: *"Such other information as the Director of Planning may reasonably require"*. Additionally, during environmental review the California Environmental Quality Act (CEQA) allows for planning to require additional information that may not have been part of the original application submittal to determine the level of significance of potential impacts.

Technical reports are provided by experts hired by the applicant, subject to review by staff. If staff questions the information submitted, there is the ability to request clarification by the applicant's technical expert, or require the applicant to pay for a peer review (consultant hired by County with cost paid by applicant). RMA retains lists of qualified consultants to utilize as needed. In this specific case, staff determined that a peer review was not required.

F13. RMA Planning managers displayed a high degree of internal responsiveness in reaction to the August 28, 2019 meeting in South County about the cell tower. Their subsequent actions were not visible to the community, but represented a quiet, positive example of professional and effective responsiveness to the community's concerns.

Response F13:

Short Response:

The County agrees with this finding. Management took this incident seriously and has looked for ways to coach staff based on the lessons learned.

Additional Discussion:

RMA appreciates CGJ recognition of RMA efforts. We use cases like this to teach planners so we can try to prevent a similar situation from happening in the future. The Board of Supervisors commissioned a report of the RMA by Citygate Associates, LLC. This report was

completed July 22, 2020 and accepted by the Board on July 28, 2020. Recommendations provided in Citygate's report are directed at use of LUACs and building community trust.

REPORT TITLE: 2018 - 2019 Monterey County Civil Grand Jury Final Report – "MONUMENT TO A FAILED PROCESS: South County Use Permit PLN 180317"
RESPONSE BY: Monterey County Board of Supervisors
RESPONSE TO: Recommendations: R1, R2, R3, R6, R7 and R10

RECOMMENDATIONS

R1. The RMA Services Manager should review and improve the RMA Current Planning division's work practices for RMA planners and Planning managers. Critical thinking, attention to detail, and higher professional standards must be imbued into the RMA Planning process. When County Code directs higher levels of decision making, RMA Planning should require assigning higher level, more experienced planners and higher-level supervisors to prepare and review those applications.

Response R1:

Short Response:

The County will be implementing this recommendation with minor modifications in the near future. The suggestion to assign higher level staff to specific projects may not always be practicable given the availability of experienced planners at a given time, and the desire for more junior planners to gain valuable experience. However, there needs to be adequate check and balance to avoid individual errors like this.

Additional Discussion:

One way to develop professional planners is by doing, and we cannot simply load up more experienced planners. The County is currently recruiting to fill up to 8 vacant planning positions, which is nearly 50% of the approved positions for the department. The level of experience in the planning department is directly tied to the level of staff when they come on board and the amount of time they have been able to learn through doing while employed with the County. Less experienced planners require more supervision and management when they are provided a more complex matter.

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Training has been administered to the planning staff to reiterate the standards for project review. Staff has also been directed to bring more complex projects to a weekly "scoping" meeting, where the entire planning staff, including managers, review and discuss project applications early in the process to identify potential issues and decide on direction.

R2. The Director of RMA should investigate whether the erroneous description of PLN 180317 alternative site's conditions, as provided to RMA Planning in support of that application, constituted "false material information," as the term is used in Monterey County Code 21.70.070 (Revocation). Director RMA should then determine if action in accordance with that code is appropriate or necessary for PLN 180317. (F4) This

investigation and determination should be completed no later than 90 days after the publication of this report.

Response R2:

Short Response:

This recommendation has been implemented, and based on the facts of this specific case, the Director of RMA has determined that revocation does not meet the criteria established by County Code.

Additional Discussion

It appears, based on the facts, that this was not "False Material Information", but rather staff's interpretation of information submitted (right or wrong). Arguably, staff should have requested that additional material was provided; however, the information provided was not falsely presented. Therefore, revocation of the permit does not appear to be warranted in this case. Staff presented all of the information to the Appropriate Authority (Zoning Administrator) to make their decision, and there was no appeal of an aggrieved party. (Also see response F4)

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Response R3:

Short Response:

The County will be implementing this recommendation in the near future.

Additional Discussion:

Exhibit B of the LUAC Procedures clearly identifies that the Bradley-Parkfield LUAC covers the entire South County planning area (Area Plan). Given past practices by other planners., it is clear that there is not systemic confusion with respect to the naming of the South County LUAC, and the issue of not knowing there was a South County LUAC seems to be an individual occurrence rather than one that is recurring. However, County agrees to amending the LUAC Procedures (Exhibit B) to change the name of this LUAC from "Bradley-Parkfield" to "South County".

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R6. The Board of Supervisors should revise Monterey County Code 21.70.040.A (Public Notice Required) to include the following provision from California Government Code Section 65091(A)(5)(c): "In addition to the notice required by this section, a local agency may give notice of the hearing in any other manner it deems necessary or desirable." (F5) This revision should be completed no later than 24 months after the publication of this report. investigation and determination should be completed no later than 90 days after the publication of this report.

Response R6:

Short Response:

The County has implemented this recommendation with a slight modification since County Code did not need to be amended to accomplish the desired outcome.

Additional Discussion:

This is a very good suggestion by the CGJ, and fortunately County Code did not require amending to achieve this goal. On July 14, 2020 The Board of Supervisors accepted the Director's Standard Operating Procedure (SOP) to require a notification by mail within a distance of 1,500-feet of a proposed wireless communication facility (or more if determined necessary by the Chief of Planning) to meet the purpose of public notification in the Farmland, Rural Grazing, Permanent Grazing, Resource Conservation, and Open Space zoning districts. This modification to the County SOP for noticing of wireless facilities will help to ensure that more people who may be affected by these projects will be made aware of them in the future.

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Short Response:

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Additional Discussion:

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R10. The Board of Supervisors should revise Monterey County Code 21.64.310 (Wireless Communication Facilities) to include a provision that requires a post-operational RF-EME survey to be conducted by a certified RF engineer selected by the County but at applicant expense, when any wireless communications facility first becomes operational or has its Use Permit renewed. (F8, F9) This revision should be completed no later than 24 months after the publication of this report.

Response R10:

Short Response:

It is not warranted for the County to implement this recommendation since the Planning standard conditions of approval for wireless facilities already include provisions for obtaining these reports from the applicant.

Additional Discussion:

Staff agrees that obtaining these post-operational reports for wireless facilities and making them available to the public is important. County practice is for all wireless facility projects processed by the County to include a standard condition of approval which states: *"Prior to commencement of use and on an on-going basis, the Owner/Applicant shall submit documentation demonstrating compliance with the FCC emission standards to the Director of RMA-Planning for review and approval."* This language gives the Chief of Planning authority to request the post-operational RF-EME survey, which is a public record available upon request. This condition was included with PLN180317 as part of the standard procedure. Inclusion of this condition allowed staff to obtain a post-operational survey for this project, which was subsequently shared with interested members of the public.

Introduced: 9/16/2020 **Current Status:** Scheduled PM

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

a. Consider approval of the revised response to the 2019 - 2020 Monterey County Civil Grand Jury Final Report "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office"; and
b. Direct the County Administrative Officer to file the approved response with the Presiding Judge of the Superior Court, County of Monterey, by September 25, 2020. (ADDED VIA ADDENDA)

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Consider approval of the revised response to the 2019 - 2020 Monterey County Civil Grand Jury Final Report "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office"; and
b. Direct the County Administrative Officer to file the approved response with the Presiding Judge of the Superior Court, County of Monterey, by September 25, 2020.

SUMMARY:
The 2019 - 2020 Monterey County Civil Grand Jury Final Report "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office" was issued in June 2020. By law, the Board of Supervisors and elected County officials are required to respond to specific findings and recommendations as directed therein. Within 90 days of report issuance, on or before September 25, 2020, the Board's response must be filed with the Presiding Judge of the Superior Court, County of Monterey.

On September 15, 2020 the Board of Supervisors reviewed the draft response prepared by the Agricultural Commissioner and directed that he modify the response and return to the Board for final approval on Sept 22, 2020.

The Board of Supervisors' approved response should be deemed by the Monterey County Civil Grand Jury and the Presiding Judge of the Superior Court, County of Monterey, as the response of the Board of Supervisors to those issues raised by the Jury regarding "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office".

OTHER AGENCY INVOLVEMENT:
The County Administrative Office coordinated preparation of the recommended response to the 2019

- 2020 Monterey County Civil Grand Jury Final Report "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office" with the assistance, input and appropriate review by the Agricultural Commissioner's Office.

Members of the 2019 - 2020 Monterey County Civil Grand Jury were invited to attend the Board of Supervisors hearing on this matter.

FINANCING:
There are no fiscal impacts to the General Fund with this recommendation.

Prepared by:

Maegan Ruiz-Ignacio
Administrative Secretary - Confidential

Approved by:

Nicholas E. Chiulos
Assistant County Administrative Officer

Date: September 16, 2020

Attachment:

1). Copy of the redline version: 2019 - 2020 Monterey County Civil Grand Jury Final Report "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office"

2). Copy of the final clean revised version: 2019 - 2020 Monterey County Civil Grand Jury Final Report "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office"

cc: Charles McKee, County Administrative Officer
Les Girard, County Counsel
Henry Gonzales, Agricultural Commissioner

DocuSign Envelope ID: 9C9CC5CE-D153-46CB-832B-DCB3CE66F54D

Introduced: 9/16/2020 **Current Status:** Agenda Ready

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

a. Consider approval of the revised response to the 2019 - 2020 Monterey County Civil Grand Jury Final Report "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office"; and

b) Direct the County Administrative Officer to file the approved response with the Presiding Judge of the Superior Court, County of Monterey, by September 25, 2020.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Consider approval of the revised response to the 2019 - 2020 Monterey County Civil Grand Jury Final Report "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office"; and

b. Direct the County Administrative Officer to file the approved response with the Presiding Judge of the Superior Court, County of Monterey, by September 25, 2020.

SUMMARY:

The 2019 - 2020 Monterey County Civil Grand Jury Final Report "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office" was issued in June 2020. By law, the Board of Supervisors and elected County officials are required to respond to specific findings and recommendations as directed therein. Within 90 days of report issuance, on or before September 25, 2020, the Board's response must be filed with the Presiding Judge of the Superior Court, County of Monterey.

On September 15, 2020 the Board of Supervisors reviewed the draft response prepared by the Agricultural Commissioner and directed that he modify the response and return to the Board for final approval on Sept 22, 2020.

The Board of Supervisors' approved response should be deemed by the Monterey County Civil Grand Jury and the Presiding Judge of the Superior Court, County of Monterey, as the response of the Board of Supervisors to those issues raised by the Jury regarding "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office".

OTHER AGENCY INVOLVEMENT:

DocuSign Envelope ID: 9C9CC5CE-D153-46CB-832B-DCB3CE66F54D

The County Administrative Office coordinated preparation of the recommended response to the 2019 - 2020 Monterey County Civil Grand Jury Final Report "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office" with the assistance, input and appropriate review by the Agricultural Commissioner's Office.

Members of the 2019 - 2020 Monterey County Civil Grand Jury were invited to attend the Board of Supervisors hearing on this matter.

FINANCING:
There are no fiscal impacts to the General Fund with this recommendation.

Prepared by:
DocuSigned by:
Maegan Ruiz-Ignacio
55FC2C51ABF84E9...
9/18/2020 | 4:16 PM PDT

Maegan Ruiz-Ignacio
Administrative Secretary - Confidential

Approved by:
DocuSigned by:
9/18/2020 | 4:12 PM PDT
910D1286CA694A8...

Nicholas E. Chiulos
Assistant County Administrative Officer

Date: September 16, 2020

Attachment:

1). Copy of the redline version: 2019 - 2020 Monterey County Civil Grand Jury Final Report "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office"

2). Copy of the final clean revised version: 2019 - 2020 Monterey County Civil Grand Jury Final Report "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office"

cc: Charles McKee, County Administrative Officer
Les Girard, County Counsel
Henry Gonzales, Agricultural Commissioner

Monterey County Board of Supervisors

Response to the

2019 - 2020 Monterey County Civil Grand Jury

Topic: **"Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office"**

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2019 - 2020 Monterey County Civil Grand Jury Final Report
"Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office"

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REPORT TITLE: 2019 - 2020 Monterey County Civil Grand Jury Final Report – "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office"
RESPONSE BY: Monterey County Board of Supervisors
RESPONSE TO: Findings F1, F2 and F3

FINDINGS

F1. There is a prevalent and genuine need for residents of Monterey County, and other interest groups, to have access to unbiased, scientifically reviewed information about pesticides.

Response F1:
The Monterey County Agricultural Commissioner's Office (MCACO) agrees in part with the finding. The MCACO agrees that there is a "genuine" need for residents of Monterey County and other interested groups to have access to unbiased, scientifically reviewed information about pesticides. The MCACO website has "…a vast array of information about the use of pesticides, including links to State Agencies and other relevant sources."

The MCACO~~ disagrees~~ disagrees~~does not agree~~ that there is a "prevalent" need for residents of Monterey County and other interested groups to have access to unbiased, scientifically reviewed information about pesticides. The MCACO is already engaged with the community in providing and communicating unbiased, scientifically reviewed information about pesticides to the community. Through these outreach events, the MCACO~~we~~ hears directly from residents of Monterey County and other interest groups regarding~~of~~ their concerns and the type ~~and concerns~~ of pesticide information needed. In addition, the MCACO staff spends countless hours in community organization outreach events which include MCACO sponsored~~, our own~~ outreach events for~~to~~ both the agricultural industry and the public. Further, the MCACO~~, and~~ has ~~a~~ full-time dedicated staff ~~member~~ to answer questions ~~to~~from the public and agricultural industry ~~daily~~ regarding pesticide concerns/issues and/or to provide information during Office hours (8:00 a.m. to 5:00 p.m.) on Monday through Friday. ~~The CGJ report does not provide sufficient information to support that assertion. The MCACO could agree that among self-proclaimed anti-pesticide non-governmental groups there is a prevalent need for access to unbiased, scientifically reviewed information about pesticides.~~

F2. The scope of MCACO's mission, resources, and outreach capabilities mean that it can play a central role as a forum for fact-based and authoritative information to the public about pesticide-related facts and issues.

Response F2:
The MCACO agrees in part with the finding. The MCACO agrees that MCACO's mission means that it can play a central role as a forum for fact-based and authoritative information to the public about pesticide-related facts and issues. The MCACO, to the

extentd feasible given available staff and funding resources, is already is playing a central role as a forum to the public by publishing and providing fact-based and authoritative information on the MCACO website, the MCACO Facebook page, and by sponsoring and/or participating in community and outreach events where subject matters experts are invited to share their subject-matter expertise. Also, through its dedicated staff member, the MCACO is already answering queries tofrom the public about pesticide-related facts and issues. The MCACO, in partnership with Monterey County residents, members of the public, community, educational and agricultural industry groups, plays a central role as a forum for providing fact-based and authoritative information to the public about pesticide-related facts and issues. To the extent that the finding recommends the creation and maintenance of an independent forum beyond the outreach and informational services which are already provided by MCACO, the MCACO does not have the staff resources or funding to create and maintain such a forum.

The MCACO disagrees that the MCACO possesses the resources and outreach capabilities, to create and maintain a forum for fact-based and authoritative information to the public about pesticide-related facts and issues. The MCACO does not have the funding to create and maintain a forum for fact-based and authoritative information on a daily and ongoing basis.

There is no funding within the MCACO budget to create and maintain such a forum. Creating a "simple accessible forum on MCACO website" may be "simple" to create, but it is the time to monitor and maintain the forum that is not reasonable or feasible due to staff resource limitations. Such a forum would necessitate daily monitoring to reply to queries in a timely manner. Although it is likely that many queries would be simple to answer, others would require a significant amount of time to reply to. There would also be questions of a highly technical aspect that would require a significant amount of time to answer fully. The expectation of forum users would be of relatively quick and thorough answers. The workload of the MCACO is subject to fluctuations. Although most of the work of the MCACO is seasonal and mostly regular, there are emergencies/disasters and issues that arise unexpectedly that must be investigated and managed. The irregular work could cause lapses in answering even some simple forum inquires.

Even before COVID-19, the MCACO has at times struggled to complete in a timely manner all its legal mandates and the demands of residents of Monterey County and other individuals and groups. The additional demands of the COVID-19 pandemic on the department have made the recommendation to, "…play a central role as a forum for fact-based and authoritative information to the public about pesticide-related facts and issues." nearly impossible to fulfill. Therefore, the recommendation to perform work beyond the MCACO's legal mandates is not reasonable due to limited staff resources.

The need to protect MCACO staff from COVID-19 has slowed down the workings of the office. Due to COVID-19, MCACO staff have needed to employ the additional

~~protective measures of more frequent handwashing and sanitizing, wearing face coverings, and maintaining social distancing while conducting their work in the field and in the office.~~

~~The MCACO staff have engaged in additional COVID-19 activities for the protection of farm workers, such as the collection, inventorying, and distribution of over 500,000 face coverings. It also designed and produced 20,000 informational farm worker COVID-19 cards in Spanish as well other COVID-19 information.~~

~~The MCACO also finds the recommendation is not warranted because the MCACO website is a simple and accessible forum that is general-public focused and publicizes relevant pesticide information directly to the Monterey County community.~~

~~The information on the MCACO's website is the culmination of decades of pesticide use information and data gathering conducted by current and past staff.~~

F3. MCACO currently uses social media such as Facebook, but has not availed itself of the ever-expanding range of other outreach opportunities, including other social media outlets. Also underutilized are printed bilingual (English/Spanish) materials that could reach a wider range of the County's different communities.

Response F3:

The MCACO agrees in part with the finding. As recently as last year, t~~T~~he MCACO launched and availed itself to a Facebook page. Since then, the MCACO has endeavored to communicate ~~up-to-date and latest~~ timely and most recent information in both English and Spanish. ~~agrees that the MCACO currently uses social media such as Facebook.~~

The MCACO~~-~~ does not agree that it has not availed itself of the ever-expanding range of other outreach opportunities, including other social media outlets. As stated under the finding, the MCACO has, for the first time, created a Facebook account and understands there are other social media platforms from which MCACO could communicate information to the public. Due to limited staff resources and funding, participation in additional~~other~~ social media outlets is~~are~~ not feasible at this time.

~~Within the past year, the MCACO has added a Facebook page and a quarterly newsletter to its ever-expanding range of outreach media. The MCACO website, like all county department websites has a "Contact Us" feature where residents of Monterey County and beyond can contact us with their questions and concerns. A recent check of this system received a "New Submission" verification in less than a minute. The comment was received by the MCACO in 36 minutes. The length of time it would take the MCACO to~~

~~reply to an inquiry would depend on the nature and complexity of the questions as well as on MCACO workload.~~

~~MCACO has considered using Twitter. However, after careful consideration MCACO decided not to use Twitter or additional social media outlets at this time due to limited resources. MCACO will continue to evaluate the use and need to have additional social media to communicate with residents of Monterey County and other interested individuals.~~

REPORT TITLE: 2019 - 2020 Monterey County Civil Grand Jury Final Report – "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office"
RESPONSE BY: Monterey County Board of Supervisors
RESPONSE TO: Recommendations R1, R2 and R3

RECOMMENDATIONS

R1. Within budget limitations and personnel constraints, MCACO should create a simple, accessible forum on MCACO website that is general-public focused, and that publicizes relevant pesticide information directly to the Monterey County community. This website forum should be bilingual in content (English/Spanish).

This recommendation should be completed within one year of the publication of this report.

Response to R1:

The recommendation ~~is~~ will be implemented within budget limitations and personnel constraints. Relevant pesticide information is already published, in both English and Spanish, on the MCACO website and in~~on~~ our new quarterly newsletter which is also available on the MCACO's website. ~~not warranted because the MCACO already has a website and a Facebook page that are simple, accessible forums that are general-public focused and publicize relevant pesticide information directly to the Monterey County community. The information on the MCACO's website is the culmination of decades of pesticide use information and data gathering conducted by current and past staff.~~

~~The recommendation also suggests the MCACO website forum should be bilingual in content (English/Spanish). The MCACO website is bilingual (English/Spanish) and many other languages depending on individual language selection. The language selection button is on the upper right corner of the webpage. Additionally, the MCACO website includes many timely videos and informational documents in Spanish as well as English. The MCACO website also includes some COVID-19 advisory videos in the most common indigenous languages (Triqui and Mixteco) spoken by farm workers in Monterey County.~~

~~The recommendation is not reasonable or feasiblefeasable because the MCACO currently does not have the resources within the budget and available personnel. Even before COVID-19, MCACO has at times struggled to complete in a timely manner all its legal mandates and the demands of residents of Monterey County and other individuals and groups. The additional demands of the COVID-19 pandemic on the department have made this recommendation nearly impossible to fulfill.~~

~~However, the MCACO will add the links to the resources identified in the CGJ report as general public pesticide topics. The MCACO will endeavor to locate other similar general public pesticide topics and add these to the website.~~

R2. MCACO should expand its use of social media to a more varied range of portals, outlets, media and platforms. These outlets should link to the proposed general public pesticide forum, when active, and also publicize MCACO's rich resources of pesticide information throughout. This expanded outreach should include printed materials and bilingual (English/Spanish) content. This should be completed within one year of the publication of this report.

Response to R2:

The recommendation will be evaluated as staff resources and funding becomes available to expand to other social media portals, outlets and/or platforms. ~~is not warranted because~~The MCACO already has a website and for the first time, as of last year, a~~a~~ Facebook page that are simple, accessible forums that are general-public focused and publicize relevant pesticide information directly to the Monterey County community.

~~The recommendation is not reasonable or feasible~~feasable because the MCACO does not have the resources within the budget and available personnel. Even before the COVID-19 pandemic, the MCACO has struggled at times to complete all of its legal mandates and demands of residents of Monterey County and other individuals and groups. The COVID-19 pandemic has made this recommendation nearly impossible to fulfill.

R3. MCACO should prepare its current social media and all expanded outreach channels to support contingency planning and public notifications for any incidents under MCACO's purview that might develop or create public interest or concern. This should be operational within six months of the publication of this report.

Response to R3:

The recommendation has been implemented. ~~is not warranted because T~~the MCACO is part of Monterey County's Office of Emergency Services and has adopted a Continuity of Operations Plan (COOP) that already supports contingency planning and public notifications. The MCACO COOP is designed to provide timely direction, control, and coordination to the Monterey County leadership and other critical customers before, during, and after an event or upon notification of a credible threat. The plan was last updated on March 19, 2020.

~~The CGJ report correctly identifies the MCACO as part of the Monterey County Hazardous Materials Incident Response organization. In response to an accidental or malicious release of a pesticide, the MCACO serves in an advisory capacity to first responders.~~

~~The MCACO already has a website that is a simple, accessible forum that is general-public focused and publicizes relevant pesticide information directly to the Monterey County community. The website is bilingual English/Spanish and in many other~~

~~languages depending on individual language selection. The language selection button is on the upper right corner of the MCACO webpage. Additionally, the MCACO website includes many timely videos and informational documents in Spanish as well as English. The MCACO website also includes some COVID-19 advisory videos in the most common indigenous languages (Triqui and Mixteco).~~

In addition, the MCACO ~~uses~~ will continue to use its website and Facebook page to notify, guide, and inform the public of emergencies such as the COVID-19 pandemic and any incidents under MCACO's purview that might develop or create public interest or concern.

~~The recommendation is not reasonable or feasible~~feasable ~~because the MCACO does not have the resources within the budget and available personnel. Even before the COVID-19 pandemic, the MCACO has struggled at times to complete its legal mandates and demands of residents of Monterey County and other individuals and groups. The COVID-19 pandemic has made this recommendation nearly impossible to fulfill.~~

Monterey County Board of Supervisors

Response to the

2019 - 2020 Monterey County Civil Grand Jury

Topic: **"Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office"**

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REPORT TITLE: 2019 - 2020 Monterey County Civil Grand Jury Final Report – "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office"
RESPONSE BY: Monterey County Board of Supervisors
RESPONSE TO: Findings F1, F2 and F3

FINDINGS

F1. There is a prevalent and genuine need for residents of Monterey County, and other interest groups, to have access to unbiased, scientifically reviewed information about pesticides.

Response F1:

The Monterey County Agricultural Commissioner's Office (MCACO) agrees in part with the finding. The MCACO agrees that there is a "genuine" need for residents of Monterey County and other interested groups to have access to unbiased, scientifically reviewed information about pesticides. The MCACO website has "…a vast array of information about the use of pesticides, including links to State Agencies and other relevant sources."

The MCACO disagrees that there is a "prevalent" need for residents of Monterey County and other interested groups to have access to unbiased, scientifically reviewed information about pesticides. The MCACO is already engaged with the community in providing and communicating unbiased, scientifically reviewed information about pesticides to the community. Through these outreach events, the MCACO hears directly from residents of Monterey County and other interest groups regarding their concerns and the type of pesticide information needed. In addition, the MCACO staff spends countless hours in community organization outreach events which include MCACO sponsored outreach events for both the agricultural industry and the public. Further, the MCACO has full-time dedicated staff to answer questions from the public and agricultural industry regarding pesticide concerns/issues and/or to provide information during Office hours (8:00 a.m. to 5:00 p.m.) on Monday through Friday.

F2. The scope of MCACO's mission, resources, and outreach capabilities mean that it can play a central role as a forum for fact-based and authoritative information to the public about pesticide-related facts and issues.

Response F2:

The MCACO agrees in part with the finding. The MCACO agrees that MCACO's mission means that it can play a central role as a forum for fact-based and authoritative information to the public about pesticide-related facts and issues. The MCACO, to the extent feasible given available staff and funding resources, is already playing a central role as a forum to the public by publishing and providing fact-based and authoritative information on the MCACO website, the MCACO Facebook page, and by sponsoring and/or participating in community outreach events where subject matters experts are

invited to share their subject-matter expertise. Also, through its dedicated staff , the MCACO is already answering queries from the public about pesticide-related facts and issues. The MCACO, in partnership with Monterey County residents, members of the public, community, educational and agricultural industry groups, plays a central role as a forum for providing fact-based and authoritative information to the public about pesticide-related facts and issues. To the extent that the finding recommends the creation and maintenance of an independent forum beyond the outreach and informational services which are already provided by MCACO, the MCACO does not have the staff resources or funding to create and maintain such a forum.

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F3. MCACO currently uses social media such as Facebook, but has not availed itself of the ever-expanding range of other outreach opportunities, including other social media outlets. Also underutilized are printed bilingual (English/Spanish) materials that could reach a wider range of the County's different communities.

Response F3:

The MCACO agrees in part with the finding. As recently as last year, the MCACO launched and availed itself to a Facebook page. Since then, the MCACO has endeavored to communicate timely and most recent information in both English and Spanish.

The MCACO does not agree that it has not availed itself of the ever-expanding range of other outreach opportunities, including other social media outlets. As stated under the finding, the MCACO has, for the first time, created a Facebook account and understands there are other social media platforms from which MCACO could communicate information to the public. Due to limited staff resources and funding, participation in additional social media outlets is not feasible at this time.

REPORT TITLE: 2019 - 2020 Monterey County Civil Grand Jury Final Report – "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office"
RESPONSE BY: Monterey County Board of Supervisors
RESPONSE TO: Recommendations R1, R2 and R3

RECOMMENDATIONS

R1. Within budget limitations and personnel constraints, MCACO should create a simple, accessible forum on MCACO website that is general-public focused, and that publicizes relevant pesticide information directly to the Monterey County community. This website forum should be bilingual in content (English/Spanish).

This recommendation should be completed within one year of the publication of this report.

Response to R1:
The recommendation will be implemented within budget limitations and personnel constraints. Relevant pesticide information is already published, in both English and Spanish, on the MCACO website and in our new quarterly newsletter which is also available on the MCACO's website.

R2. MCACO should expand its use of social media to a more varied range of portals, outlets, media and platforms. These outlets should link to the proposed general public pesticide forum, when active, and also publicize MCACO's rich resources of pesticide information throughout. This expanded outreach should include printed materials and bilingual (English/Spanish) content. This should be completed within one year of the publication of this report.

Response to R2:
The recommendation will be evaluated as staff resources and funding become available to expand to other social media portals, outlets and/or platforms. The MCACO already has a website and for the first time, as of last year, a Facebook page that are simple, accessible forums that are general-public focused and publicize relevant pesticide information directly to the Monterey County community.

R3. MCACO should prepare its current social media and all expanded outreach channels to support contingency planning and public notifications for any incidents under MCACO's

purview that might develop or create public interest or concern. This should be operational within six months of the publication of this report.

Response to R3:

The recommendation has been implemented. The MCACO is part of Monterey County's Office of Emergency Services and has adopted a Continuity of Operations Plan (COOP) that already supports contingency planning and public notifications. The MCACO COOP is designed to provide timely direction, control, and coordination to the Monterey County leadership and other critical customers before, during, and after an event or upon notification of a credible threat. The plan was last updated on March 19, 2020.

In addition, the MCACO will continue to use its website and Facebook page to notify, guide, and inform the public of emergencies such as the COVID-19 pandemic and any incidents under MCACO's purview that might develop or create public interest or concern.

Introduced: 9/9/2020

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health or Assistant Director of Health to sign a Memorandum of Understanding with The Coalition of Homeless Services Providers to establish the terms and conditions in which the Health Department, Behavioral Health Bureau will support the 100 Day Challenge to End Youth Homelessness; and
b. Approve the non-standard risk provisions, as recommended by the Director of Health; and
c. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not significantly alter the scope of services.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health or Assistant Director of Health to sign a Memorandum of Understanding with The Coalition of Homeless Services Providers to establish the terms and conditions in which the Health Department, Behavioral Health Bureau will support the 100 Day Challenge to End Youth Homelessness; and
b. Approve the non-standard risk provisions, as recommended by the Director of Health; and
c. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not significantly alter the scope of services.

SUMMARY/DISCUSSION:
The Coalition of Homeless Services Providers (CHSP) is a non-profit organization whose mission is to eliminate homelessness in Monterey and San Benito County by promoting interagency coordination to develop and sustain a comprehensive system of housing and support services. CHSP and its agency members serve low-income and homeless individuals to maximize the self-sufficiency of individuals and families. Monterey County Behavioral Health Bureau (MCBHB) will be supporting CHSP in their 100-Day Challenge to End Youth Homelessness. The goal of this initiative is to house 100 youth, ages 18-24, 70% of whom are pregnant and parenting and 20% of whom are experiencing domestic violence, trafficking, exploitation, and/or are system involved, with connections to services, by October 6, 2020. This Agreement is late in being presented to your board due to delayed notification and negotiations.

This Agreement may be renegotiated upon mutual written consent of all parties. The Agreement contains no exchange of funds.

This work supports the following Monterey County Health Department 2018-2022 strategic plan initiative: 1. Empower the community to improve health. It also supports one of the ten essential public

health services, specifically: 7. Mobilize community partnerships and action to identify and solve health problems.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
There are no fiscal provisions included in this Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☒Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Rayna Patel, Management Analyst I, 755-5125

Approved by:

_____Date:_____
Elsa Jimenez, Director of Health, 755-4526

Attachment:
Agreement is on file with the Clerk of the Board

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Introduced: 9/9/2020 **Current Status:** Agenda Ready

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

a. Approve and authorize the Director of Health or Assistant Director of Health to sign a Memorandum of Understanding with The Coalition of Homeless Services Providers to establish the terms and conditions in which the Health Department, Behavioral Health Bureau will support the 100 Day Challenge to End Youth Homelessness; and
b. Approve the non-standard risk provisions, as recommended by the Director of Health; and
c. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not significantly alter the scope of services.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health or Assistant Director of Health to sign a Memorandum of Understanding with The Coalition of Homeless Services Providers to establish the terms and conditions in which the Health Department, Behavioral Health Bureau will support the 100 Day Challenge to End Youth Homelessness; and
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This Agreement may be renegotiated upon mutual written consent of all parties. The Agreement contains no exchange of funds.

This work supports the following Monterey County Health Department 2018-2022 strategic plan initiative: 1. Empower the community to improve health. It also supports one of the ten essential public health services, specifically: 7. Mobilize community partnerships and action to identify and solve health

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problems.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
There are no fiscal provisions included in this Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☒Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Rayna Patel, Management Analyst I, 755-5125

Approved by:

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Elsa Jimenez, Director of Health, 755-4526

Attachment:
Agreement is on file with the Clerk of the Board

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THE COALITION
OF HOMELESS SERVICES PROVIDERS

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COALITION OF HOMELESS SERVICES PROVIDERS AND COUNTY OF MONTEREY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU
100 Day Challenge to End Youth Homelessness

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Coalition of Homeless Services Providers (hereinafter referred to "Coalition") and County of Monterey Health Department, Behavioral Health Bureau.

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the County of Monterey Health Department, Behavioral Health Bureau will meet and function in accordance to activities in support of the 100 Challenge to End Youth Homelessness.

3. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the Continuum of Care and shall remain in full force and effect through completion of the 100 Day Challenge to End Youth Homelessness. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or by email to Nykole Sakihara at nsakihara@chsp.org.

4. 100 Day Challenge to End Youth Homelessness Partners

- Coalition of Homeless Services Providers
- County of San Benito Department of Health and Human Services
- County of San Benito Probation Department
- County of San Benito Department of Mental Health
- County of Monterey Department of Social Services
- County of Monterey Probation Department
- County of Monterey Health Department – Behavioral Health Bureau
- AXA XL
- Central Coast Center for Independent Living
- Community Human Services
- Community Solutions
- Emmaus House
- First 5 San Benito
- Homebase
- Monterey County Rape Crisis Center
- Monterey Police Department – Community Policing Initiative
- Rancho Cielo
- Salinas Police Department
- Salvation Army Monterey Peninsula Corps
- Sun Street Centers
- Youth Alliance
- YWCA Monterey County

5. Challenge Goal By October 6, 2020, we will house 100 youth aged 18-24 from our Coordinated Entry Master List – 70% of whom are pregnant or parenting and 20% of whom are experiencing domestic violence / trafficking / exploitation and /or are system involved – with connections to services.

6. Overall Partner Responsibilities

Partner Organization

a. Organizational commitment to support the success of the 100 Day Challenge to End Youth Homelessness and the individual success participants served

Participation

b. Actively participate in 100 Day Challenge to End Youth Homelessness project
c. Maintain communication within respective partner organizations to promote and sustain organizational commitment and support.
d. Attend meetings
e. Respond to communications from the 100 Day Challenge to End Youth Homelessness team
f. Abide by the Team Agreements made during the Launch Workshop (attachment 1)

Confidentiality

g. Each partner organization's confidentiality requirements governs the sharing of information with collateral resources partnering in the 100 Day Challenge to End Youth Homelessness. Program participants will be provided with an HMIS Release of Information (attachment 2) that, if agreed to by the participant, may provide additional authority for interagency sharing of information when appropriate for meeting individual participant goals.
h. Maintain the confidentiality of any personally identifiable information and do not use such information for reasons other than that which it is intended. No material will be taken from the meeting with personally identifiable information, except as needed in the delivery of direct services.

7. Coalition of Homeless Services Providers Responsibilities

a. Convene, facilitate and manage 100 Day Challenge to End Youth Homelessness meetings in coordination with Homebase.
b. Facilitate access to Continuum of Care homelessness prevention and housing services.
c. Explore opportunities to expand available resources to meet goal and sustain success.
d. Lead and/or support applications for grant funding.
e. Prepare a publicly available report on outcomes and lessons learned from the 100 Day Challenge to End Youth Homelessness.

8. General Provisions.

a. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between 100 Day Challenge to End Youth Homelessness and shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

b. **Entirety of Agreement.** This MOU, consisting of three (3) pages, represents an integrated agreement between the parties and supersedes all prior negotiations, representations and agreements regarding the 100 Day Challenge to End Youth Homelessness, whether written or oral.

c. **Liability.** The Coalition is not responsible for any physical damages or loss experienced by this agency or subrecipients of the agency for work carried out under this MOU. Partner agencies and their subrecipients are expected to have insurance for people and assets that would regularly be dispatched on outreach activities.

7. Signatures In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Coalition of Homeless Services Providers

_____

Signature Date

_____

Name and Title Date

County of Monterey Health Department

_____

Signature Date

_____

Name and Title Date

Attachment 1: Team Agreement

MONTEREY/SAN BENITO 100-DAY CHALLENGE
TEAM AGREEMENTS

Sponsors for Monterey: Nykole Sakihara, Ruben Gabriel, Valencia Cameron

Sponsors for San Benito: Armando Gonzalez, Andi Anderson

Team Leaders: Erica Elliott, Shawn Stone

Communication

- Thinking about our virtual world
- Zoom meetings to bring people together, set tasks
- Emails for FYI and updates, chat programs (slack?)
- We will use these tools together and effectively to communicate
- Active listening - No judgement around communication and asking questions
- Establish group email for Monterey/San Benito
- More emails are better for this

Team Behaviors/Attitudes

- Realistic timelines/expectations
- Be specific with asks
- No judgement
- Ask questions - don't be afraid to ask about acronyms!

If you can't make deadline or meeting

- Plenty of people to task to create subteam - buddy system for tasks (at least two people)
- At least two people always in the know for each task
- Communicate if you are running into challenges, and don't wait to ask for help
- Early communication is key!

Celebrating Successes

- Virtual high fives
- Sharing happy memes!
- Together Everyone Accomplishes More
- Thermometer of our progress
- Recognize hitting our milestones
- Recognize accomplishments as they happen - group email, texts

Attachment 2: MOSBE HMIS ROI

MOSBE: Salinas, Monterey and San Benito Homeless Management Information System

CLIENT INFORMED CONSENT & RELEASE OF INFORMATION AUTHORIZATION

_____is a Partner Agency in the Homeless Management Information System. HMIS is a shared homeless and housing database system administered by the MOSBE County Continuum of Care. HMIS can improve the services and programs for homeless and low-income households by allowing authorized staff at Partner Agencies to share client information and to follow trends and service patterns over time. HMIS operates over the Internet and uses many security protections to ensure confidentiality.

Participation in the HMIS program is important to our community's ability to provide you with the best services and housing possible. As you receive services, information will be collected about you, the services provided to you, and the outcomes these services help you to achieve.

- Your name and other identifying information **will not** be shared with any agency not participating in the system (unless required to do so by law).
- Your name, gender, race, social security number, and date of birth may be shared with Partner Agencies for identification purposes even if you elect not to share other relevant information.
- Sensitive information such as diagnosis or treatment of mental health disorders, drug or alcohol disorders, HIV-AIDS, or domestic violence concerns, **will not** be shared between Partner Agencies without specific written consent.
- A list of Partner Agencies is available upon request.

CA-506 utilizes HMIS for the Coordinated Entry process, locally known as CARS (Coordinated Assessment and Referral System) therefore being a shared system. By signing below you are authorizing agencies and appropriate service groups in the CA-506 CARS Network to obtain the following information about your service use:

- History of shelter use
- Barriers to housing
- Eligibility for housing programs
- Names of current and past social service providers

These participating agencies will have access to the information that you agree to share. Sharing your data allows CA-506 homeless service providers the opportunity to see if they have housing services that fit your needs. It does not guarantee that you will receive housing.

You understand:

- Authorizing your information to be entered into HMIS is voluntary, you have the right to refuse to consent to this authorization.
- If you do not consent, your services may not be fully coordinated. However, services will not be withheld. Access to shelters will still be available.
- You can change or cancel this authorization at any time by submitting a written request to the Coalition of Homeless Services Providers and asking this form be rescinded.
- The list of agencies that can access your information may change, at any given moment, without notice.
- You may request a list of the most current agencies with access to your information at your discretion.
- This authorization takes effect the day today and expires three years from today.

Please initial one of the following levels of consent:

_____ **(1)** I give authorization for my basic and relevant information to be entered into HMIS and shared between Partner Agencies. I understand I have the right to receive a copy of all information shared between Partner Agencies.

_____ **(2)** I give authorization for my basic and relevant information to be entered into HMIS, but **not** shared between Partner Agencies.

I understand that I may cancel this authorization at any time by written request, but that the cancellation will not be retroactive. I understand that this release is valid for three years from the date of my signature below. A copy of this authorization is as valid as the original.

Print Name of Client or Guardian	Signature of Client or Guardian	Date

Note: A separate HIPAA-compliant authorization is required for disclosure of any patient health information, including mental health and drug and alcohol information protected by any State or Federal privacy law including, but not limited to, Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. parts 160 and 164, California Confidentiality of Medical Information Act ("CMIA"), Civil Codes sections 56-56.16, Welfare and Institutions Code section 5328, or 42 C.F.R. part 2.1 et seq.

Introduced: 8/31/2020

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement with Medical Couriers, Inc., for the provision of continued courier services to transport various laboratory specimens from the Monterey County Health Department's Public Health Laboratory to referenced laboratories, in the amount of $50,000 for the retroactive period from July 1, 2020 to August 31, 2025.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement with Medical Couriers, Inc., for the provision of continued courier services to transport various laboratory specimens from the Monterey County Health Department's Public Health Laboratory to referenced laboratories, in the amount of $50,000 for the retroactive period from July 1, 2020 to August 31, 2025.

SUMMARY/DISCUSSION:
Medical Couriers, Inc. provides courier services for the transportation of infectious materials and diagnostic specimens. For the past seven years, they have been a service provider for the Monterey County Health Department Public Health Laboratory. Their services have been cost effective, efficient, and responsive. Because of their responsive and efficient services, the Monterey County Health Department wishes to continue working with Medical Couriers, Inc. The start date of the Agreement is retroactive to July 1, 2020 due to the length of time it took to negotiate with the vendor updated rates and terms needed for the Agreement.

This work supports the MCHD 2018-2022 Strategic Plan Goal: 1. Empower the community to improve health; Goal 2. Enhance public health and safety through prevention; and Goal 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. Additionally, this work supports three of the ten essential public health services: inform, educate, and empower people about health issues; link people to needed personal health services and assure the provision of health care when otherwise unavailable; and assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed and approved this Agreement as to legal form.

FINANCING:

There are sufficient appropriations included in the Health Department's (HEA003-8124) Adopted Budget for Fiscal Year 2020-21 for this Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Patricia McFadden, Management Analyst II, 755-4726

Approved by:

_____Date:_____
Elsa Jimenez, Director of Health, 755-4526

Attachment:
Agreement is on file with the Clerk of the Board

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Introduced: 8/14/2020 **Current Status:** Agenda Ready

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

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OTHER AGENCY INVOLVEMENT:
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FINANCING:
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Budget for Fiscal Year 2020-21 for this Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
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- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Patricia McFadden, Management Analyst II, 755-4726

Approved by:

DocuSigned by:
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Date: 8/20/2020 | 12:36 AM PDT
Elsa Jimenez, Director of Health, 755-4526

Attachment:
Agreement is on file with the Clerk of the Board

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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:
Medical Couriers, 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:

courier services for the Monterey County Health Department Laboratory to deliver various laboratory specimens.

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:**$** 50,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2020 **to** August 31,2025, 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: Medical Courier Rate Schedule

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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:**
Edward L. Moreno, MD, MPH, Health Officer and Director of Public Health Bureau	Richard Reiff, Manager
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	176 Otto Circle Sacramento, CA 95822
Address	Address
(831) 755-4585	(916) 452-5700
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: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: DocuSigned by: Marina Pantchenko 65EE9F1502BD412...
Deputy County Counsel

Date: 9/14/2020 | 3:10 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Gary Giboney D3834BEEC1D8449...
Auditor/Controller

Date: 9/14/2020 | 3:22 PM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Medical Couriers, Inc.
Contractor's Business Name*

By: DocuSigned by: E443F0BD6DCF46B...
(Signature of Chair, President, or Vice-President) *

Richard Reiff Vp
Name and Title

Date: 9/9/2020 | 9:12 AM PDT

By: DocuSigned by: Kristin Reiff C978B992F40C489...
(Signature of Secretary, Asst. Secretary, CEO, Treasurer or Asst. Treasure) *

Kristin Reiff Director
Name and Title

Date: 9/9/2020 | 9:18 AM PDT

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
To the
Standard Agreement Between The
County of Monterey ("County")
And
MEDICAL COURIERS, INC. ("Contractor")

Scope of Services / Payment Provisions

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:

CONTRACTOR will provide courier services for the Monterey County Health Department to deliver infectious materials and diagnostic specimens to referenced laboratories. Areas of service are, but not limited to: Santa Clara County Public Health Laboratory and the State Department of Health Services located in Richmond, CA.

County and Contractor shall mutually agree, in writing, to fee adjustments through future amendments. Fee adjustments shall not be effective until an amendment has been fully executed.

B. PAYMENT PROVISIONS

For the term of this Agreement, July 1, 2020 to June 30, 2025, County shall pay an **amount not to exceed $50,000.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. Payment provisions are outlined in the attached rate and fuel surcharge fee schedules and are fully incorporated in this Exhibit A.

C. INVOICING AND PAYMENTS

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the County agrees to compensate the Contractor in accordance with the above listed terms. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

2. Invoices shall be submitted in duplicate to:

   Monterey County Health Department
   Public Health Laboratory
   1270 Natividad Road
   Salinas, CA 93906
   Telephone: (831) 755-1250

DocuSign Envelope ID: C57331A8-F4EF-4420-9135-B0B734B1F1FE

3. Invoices shall:
    i. 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.
    ii. Bear the Contractor's name as shown on the agreement.
    iii. Identify the billing and/or performance period covered by the invoice.
    iv. 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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Exhibit B

176 Otto Circle
Sacramento, CA 95822

1611 Neptune Drive
San Leandro, CA 94577

Rate Sheet: 2020

Rate Sheet

On Demand service – New account without established Routed Service

- Service needs fitting into existing times and areas are $74.46 (pickup and delivery)
- Dedicated pick up rates are $19.20 minimum plus $1.97 per mile.

Dedicated Service:

- $41.27 per hour plus $1.97 per mile.

STAT service - 30 mile radius, completed within a 2 hour window. Outside of 30 mile radius, time is not guaranteed due to multiple factors.

- *Weekday STAT service*:
  - 730am-730pm, rate is $28.09 minimum plus $1.97 per mile.
  - 730pm-730am, rate is $44.94 minimum plus $1.97 per mile.

- *Weekend STAT service:*
  - 730am-730pm, rate is $33.71 minimum plus $1.97 per mile.
  - 730pm-730am, rate is $50.56 minimum plus $1.97 per mile.

- *Holiday STAT service*:
  - 730am-730pm, rate is $56.18 minimum plus $1.97 per mile.
  - 730pm-730am, rate is $67.42 minimum plus $1.97 per mile.

Additional 25% to rate for peak time of day. 7am-10am, 3pm-730pm.

Additional 50% to rate additional for graveyard hours 12midnight-4am.(applies also to weekend and holidays)

STANDBY time: After the first 15 minutes, $7.55 will be charged per 15 minutes accrued.

Weight rate**:** Up to 20 lbs. included. Over 20 lbs., then $.20 per lbs. overage charge.

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Exhibit B

176 Otto Circle
Sacramento, CA 95822

1611 Neptune Drive
San Leandro, CA 94577

Fuel Surcharge applies to all service rates. Please see FSC schedule. At the end of each year, rates (including fuel surcharge rate) may be increased.

Zone pricing available upon request. Daily service pricing avail upon request.

*All rates are subject to volume and customer data.

Introduced: 8/31/2020

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Resolution

Consider a Resolution to approve the amendments to the Conflict of Interest Code of the Department of Social Services of Monterey County.

..Report

RECOMMENDATION:

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

Approve the proposed amendment to the Department of Social Services' Conflict of Interest Code as the code reviewing body.

SUMMARY/DISCUSSION:

The Political Reform Act of 1974 (Government Code sections 810000, et. Seq.), requires state and local government agencies to adopt Conflict of Interest codes and to periodically review and make changes to their codes, as necessitated by changed circumstances.

On March 3, 2015, the Monterey County Board of Supervisors, as the code reviewing body, last approved an amendment of the Department of Social Services of Monterey County's Conflict of Interest Code. Since 2015, changes in positions and titles have occurred, thereby requiring an amendment of the Department's Conflict of Interest Code to accurately reflect current designated positions and titles. The Department's amended Conflict of Interest Code is submitted to the Board of Supervisors for review and approval. A copy of the Department's amended Conflict of Interest Code is attached hereto.

Pursuant to sections 82011 and 87303 of the Government Code, the Board of Supervisors is the code reviewing body. It may approve the Code as submitted; revise the proposed Code and approve as revised; or return the proposed Code to the agency for revision and resubmission. Staff recommends that the Board of Supervisors approve the proposed amended Conflict of Interest Code of the Monterey County Department of Social Services.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the proposed amended Conflict of Interest Code of the Monterey County Department of Social Services. The proposed, amended Conflict of Interest Code is lawful under the Political Reform Act of 1974.

FINANCING:

The approval of this requested Conflict of Interest Code amendment will have no financial impact upon

the County of Monterey.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Approval of the proposed Conflict of Interest Code fulfills the Board's statutorily designated role as the code reviewing body pursuant to the Political Reform Act.

Mark a check to the related Board of Supervisors Strategic Initiatives

___ Economic Development
_X_ Administration
___ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by: Sandra Silva, Administrative Secretary-Confidential, x4430

Approved by: Lori A. Medina, MSW, Director, x4430

Attachments:

1. DSS Conflict Interest Code - strikethrough 9.15.20
2. DSS Conflict of Interest Code - clean version 9.15.20
3. Resolution

Monterey County

Board Report

Item No.

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

Legistar File Number: RES 20-146

September 22, 2020

Introduced: 8/31/2020
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Consider a Resolution to approve the amendments to the Conflict of Interest Code of the Department of Social Services of Monterey County.

..Report

RECOMMENDATION:

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

Approve the proposed amendment to the Department of Social Services' Conflict of Interest Code as the code reviewing body.

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Mark a check to the related Board of Supervisors Strategic Initiatives.

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_X_ Administration
___ Health & Human Services
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Prepared by: Sandra Silva, Administrative Secretary-Confidential, x4430

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Attachments:
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2. DSS Conflict of Interest Code - clean version 9.15.20
3. Resolution

CONFLICT OF INTEREST CODE
OF THE
MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

The Political Reform Act of 1974 (Government Code sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, the Fair Political Practices Commission may amend the standard code to conform to amendments of the Political Reform Act. Therefore, the terms of section 18730 of title 2 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission together with the attached Appendices designating positions and establishing disclosure categories are hereby incorporated by reference and together constitute the Conflict of Interest Code of the **Monterey County Department of Social Services**.

Individuals holding designated positions shall file their statement of economic interests with the **Monterey County Department of Social Services**, which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008, et seq. Upon receipt of the statements for the **Director**, the Agency shall make and retain copies and forward the original of the statements to the code reviewing body. Statements for all other designated positions shall be retained by the **Monterey County Department of Social Services**.

Attachments: Appendix A: Designated Positions
Appendix B: Disclosure Categories

Adopted: **2/8/77**
Amended: **4/16/85, 4/1/86, 4/26/91, 7/12/94, 10/15/96, 9/12/02, 3/19/04, 2/24/09, 3/3/15**

APPENDIX A: DESIGNATED POSITIONS

Designated Positions	Assigned Disclosure Category
Department Employees:	
Department Head	1
Military and Veteran's Affairs Officer	1
Branch Directors for: Aging and Adult Services, and CalWORKs Employment Services	1
Family and Children Services	1
Community Benefits	1
Administrative Services	1
Finance Manager II	1
Finance Manager II	1
Administrative Operations Manager	1
Administrative Services Officer (Administrative Services-Facilities)	1
Program Manager II (Area Agency on Aging)	3
Community Affiliation Manager (Community Action Partnership)	4
Management Analyst III (Administrative Services - Contracts)	1
Management Analyst III (CalWORKs Employment Services)	5
Management Analyst III (Area Agency on Aging)	3
Management Analyst II (Community Action Partnership)	4
Management Analyst II (Community Action Partnership)	4
Management Analyst III (Family & Children's Services)	6
Management Analyst III (Staff Development)	7
Management Analyst III (Military & Veteran's Affairs Office)	2
Council/Commission Members and Alternates:	
Area Agency on Aging Advisory Council	3
Community Action Commission	4
Child Abuse Prevention Council (CAPC)	6
Consultants[1]	1

[1] Consultants are included in the list of designated positions. For purposes of this Code, "consultant" has the same meaning as set forth in Cal. Code Regs., tit. 2, section 18701(a)(2), as follows:

"Consultant" means an individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule, or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization

or entitlement;
4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
6. Grant agency approval to a plan, design, report, study, or similar item;
7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or
(B) Serves in a staff capacity with the agency and in that capacity participate in making a governmental decision or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

Consultants to the **Monterey County Department of Social Services** are subject to disclosure under Category 1, subject to the following limitation:

The Director may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply with the disclosure requirements of Category 1. In such cases, the Director may designate a different disclosure requirement. Such determination must be made in writing and shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the consultant's disclosure requirements. Such determination by the **Director** is a public record and shall be retained for public inspection in the same manner and location as the Agency's Conflict of Interest Code.

APPENDIX B: DISCLOSURE CATEGORIES

General Provisions Applicable to All Categories

When an individual who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

When an individual who holds a designated position is required to disclose sources of income, he or she shall include gifts received from donors located inside as well as outside the jurisdiction.

When an individual who holds a designated position is required to disclose interests in real property, he or she shall disclose the type of real property described below if it is located within the jurisdiction, or not more than two miles outside the boundaries of the jurisdiction, or within two miles of any land owned or used by the Agency.

When an individual who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years.

For purposes of this Conflict of Interest Code, the jurisdiction of the **Department of Social Services** is **County of Monterey**. **Department of Social Services** operates entirely within the geographical boundaries of Monterey County.

Category 1
A designated position in this category must report:

> All investments and business positions in business entities and sources of income in the jurisdiction;
>
> Interests in real property in the jurisdiction;
>
> His or her status as director, officer, partner, trustee, employee, or holder of a management position in any business entity in the jurisdiction.

Category 2
A designated position in this category must report:

> All investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive

grants or other monies from or through the Monterey County Department of Social Services.

Category 3
A designated position in this category must report:

All investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the Area Agency on Aging Advisory Council.

Category 4
A designated position in this category must report:

All investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the Community Action Commission

Category 5
A designated position in this category must report:

All investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the CalWORKs Employment Services branch of Monterey County Department of Social Services.

Category 6
A designated position in this category must report:

All investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the Family and Children's Services branch of Monterey County Department of Social Services.

Category 7
A designated position in this category must report:

All investments, business positions and income, including gifts, loans and travel payments, from sources that may contract to provide education or training required by the Monterey County Department of Social Services.

CONFLICT OF INTEREST CODE
OF THE
MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

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Individuals holding designated positions shall file their statement of economic interests with the **Monterey County Department of Social Services**, which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008, et seq. Upon receipt of the statements for the **Director**, the Agency shall make and retain copies and forward the original of the statements to the code reviewing body. Statements for all other designated positions shall be retained by the **Monterey County Department of Social Services**.

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Appendix B: Disclosure Categories

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Community Benefits	1
Administrative Services	1
Finance Manager II	1
Finance Manager II	1
Administrative Operations Manager	1
Administrative Services Officer (Administrative Services-Facilities)	1
Program Manager II (Area Agency on Aging)	3
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Management Analyst III (Administrative Services - Contracts)	1
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"Consultant" means an individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule, or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization

or entitlement;
4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
6. Grant agency approval to a plan, design, report, study, or similar item;
7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or
(B) Serves in a staff capacity with the agency and in that capacity participate in making a governmental decision or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

Consultants to the **Monterey County Department of Social Services** are subject to disclosure under Category 1, subject to the following limitation:

The Director may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply with the disclosure requirements of Category 1. In such cases, the Director may designate a different disclosure requirement. Such determination must be made in writing and shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the consultant's disclosure requirements. Such determination by the **Director** is a public record and shall be retained for public inspection in the same manner and location as the Agency's Conflict of Interest Code.

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General Provisions Applicable to All Categories

When an individual who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

When an individual who holds a designated position is required to disclose sources of income, he or she shall include gifts received from donors located inside as well as outside the jurisdiction.

When an individual who holds a designated position is required to disclose interests in real property, he or she shall disclose the type of real property described below if it is located within the jurisdiction, or not more than two miles outside the boundaries of the jurisdiction, or within two miles of any land owned or used by the Agency.

When an individual who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years.

For purposes of this Conflict of Interest Code, the jurisdiction of the **Department of Social Services** is **County of Monterey**. **Department of Social Services** operates entirely within the geographical boundaries of Monterey County.

Category 1
A designated position in this category must report:

> All investments and business positions in business entities and sources of income in the jurisdiction;
>
> Interests in real property in the jurisdiction;
>
> His or her status as director, officer, partner, trustee, employee, or holder of a management position in any business entity in the jurisdiction.

Category 2
A designated position in this category must report:

> All investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive

grants or other monies from or through the Monterey County Department of Social Services.

Category 3
A designated position in this category must report:

All investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the Area Agency on Aging Advisory Council.

Category 4
A designated position in this category must report:

All investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the Community Action Commission

Category 5
A designated position in this category must report:

All investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the CalWORKs Employment Services branch of Monterey County Department of Social Services.

Category 6
A designated position in this category must report:

All investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the Family and Children's Services branch of Monterey County Department of Social Services.

Category 7
A designated position in this category must report:

All investments, business positions and income, including gifts, loans and travel payments, from sources that may contract to provide education or training required by the Monterey County Department of Social Services.

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

Resolution No.
Resolution to Approve the Amended Conflict of)
Code of the Department of Social Services of)
Monterey County)

WHEREAS, the Political Reform Act of 1974 (Government Code sections 810000, et. Seq.), requires state and local government agencies to adopt Conflict of Interest codes to and periodically review their codes and make necessary changes to these codes; and

WHEREAS, pursuant to Government Code sections 87300 and 87301, the Department of Social Services of the County of Monterey has adopted a Conflict of Interest Code;

WHEREAS, since March 3, 2015, when the Department of Social Services' Conflict of Interest Code was last amended, position and title changes have occurred, thus requiring amendment to reflect these changes;

WHEREAS, pursuant to Government Code section 87306, the Department of Social Services, has amended its conflict of interest code as necessitated by these changed circumstances;

WHEREAS, pursuant to Sections 82011 and 87303 of the Government Code, the Social Services Department has submitted its amended code to the Monterey County Board of Supervisors, the code reviewing body, for approval;

WHEREAS, the amended conflict of interest code of the Social Services Department is attached hereto as Attachment #1 and incorporated herein by reference;

WHEREAS, pursuant to Government Code section 87303, the Board of Supervisors as code reviewing body may approve the code as submitted, revise the proposed code and approve it as revised, or return the proposed code to the agency for revision and resubmission; and

WHEREAS, the proposed code as amended is lawful under the Political Reform Act of 1974;

NOW THEREFORE, BE IT RESOLVED THAT, the Monterey County Board of Supervisors does hereby approve the amended conflict of interest code of the Social Services Department, attached hereto as Attachment #1, and directs the Clerk of the Board of Supervisors to notify the Social Services Department of the approval.

PASSED AND ADOPTED this ____ day of _____, 2020, 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_____, on___, 2020.

Dated:

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

Introduced: 9/11/2020

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Military & Veteran Affairs to execute Renewal and Amendment #1 to Agreement #5010-19-185 with the Veterans Transition Center of Monterey County for continued renovation of housing units to create re-entry/ transitional housing and common area to be used for administration and residential services, extending an additional two (2) year period retroactive to July 1, 2020 through June 30, 2022 for a revised full Agreement term of June 1, 2019 through June 30, 2022, for an unchanged total Agreement amount not to exceed $1,400,000; and
b. Authorize the Director of the Department of Military & Veteran Affairs to sign up to three (3) additional amendments to this agreement where the total amendments do not increase current amended contract amount, and do not significantly change the scope of work.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Military & Veteran Affairs to execute Renewal and Amendment #1 to Agreement #5010-19-185 with the Veterans Transition Center of Monterey County for continued renovation of housing units to create re-entry/ transitional housing and common area to be used for administration and residential services, extending an additional two (2) year period retroactive to July 1, 2020 through June 30, 2022 for a revised full Agreement term of June 1, 2019 through June 30, 2022, for an unchanged total Agreement amount not to exceed $1,400,000; and
b. Authorize the Director of the Department of Military & Veteran Affairs to sign up to three (3) additional amendments to this agreement where the total amendments do not increase current amended contract amount, and do not significantly change the scope of work.

SUMMARY/DISCUSSION:
This agreement provides $1,400,000 of pass-through funding received by Monterey County (COUNTY) Military and Veterans Affairs Office (MVAO) from the State of California (State) Board of State and Community Corrections (BSCC) to the Veterans Transition Center of Monterey County (CONTRACTOR) to renovate housing units to create re-entry/transitional housing for formerly incarcerated veterans and a common area to be used for administration and residential services. The renovated units will provide a minimum of twenty (20) beds per year to formerly incarcerated veterans to support re-entry/transition to permanent stable housing.
The Veterans Transition Center has completed renovations on 220-222 Hayes Circle in October 2019 and project costs claimed through June 30, 2020 total $477,726.38. VTC is ready to begin

renovating 216-218 Hayes Circle estimating similar costs and will use the remaining budget to renovate the Martinez Hall common areas to provide transition services.
MVAO is requesting to amend the current Agreement to extend the term for an additional two (2) years to cover the remaining renovation projects or until the original funds are exhausted, whichever occurs first. The total contract amount remains unchanged. The amended term of this agreement is June 1, 2019 to June 30, 2022.
This renewal and Amendment No. 1 has a retroactive date of July 1, 2020, delayed due to the unusual working conditions at this time and a delay in receiving a project update from the contractor timely.
OTHER AGENCY INVOLVEMENT:
County Counsel, Purchasing, and the Auditor-Controller have reviewed and approved this Renewal and Amendment No. 1 as to legal form and fiscal provisions, respectively.

FINANCING:
This agreement is fully funded by the State of California Board of State and Community Corrections (BSCC) funds received in FY 2018-19. There is a remaining unspent balance of $922,273.62. Sufficient appropriations of $613,533 was budgeted in Military & Veterans Affairs SOC003-8260 FY 2020-21 Adopted Budget., using unassigned fund balance in Fund 001, BSA 3046-VRHB. Remaining funds will be budgeted in FY 2021-22 Budget Request.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This amendment correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by allowing the renovation of housing units to create re-entry/transitional housing for twenty (20) formerly incarcerated veterans annually and to renovate a common area to be used for administration and residential services.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Joe Farotte, MA III, x7841

Approved by: Jason Cameron, Director of Military & Veteran Affairs, x7619

Attachments: Original Agreement
Amendment No. 1

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report

Monterey County

Board Report

Legistar File Number: A 20-372

Item No.

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

September 22, 2020

Introduced: 9/11/2020
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Military & Veteran Affairs to execute Renewal and Amendment #1 to Agreement #5010-19-185 with the Veterans Transition Center of Monterey County for continued renovation of housing units to create re-entry/ transitional housing and common area to be used for administration and residential services, extending an additional two (2) year period retroactive to July 1, 2020 through June 30, 2022 for a revised full Agreement term of June 1, 2019 through June 30, 2022, for an unchanged total Agreement amount not to exceed $1,400,000; and
b. Authorize the Director of the Department of Military & Veteran Affairs to sign up to three (3) additional amendments to this agreement where the total amendments do not increase current amended contract amount, and do not significantly change the scope of work.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Military & Veteran Affairs to execute Renewal and Amendment #1 to Agreement #5010-19-185 with the Veterans Transition Center of Monterey County for continued renovation of housing units to create re-entry/ transitional housing and common area to be used for administration and residential services, extending an additional two (2) year period retroactive to July 1, 2020 through June 30, 2022 for a revised full Agreement term of June 1, 2019 through June 30, 2022, for an unchanged total Agreement amount not to exceed $1,400,000; and
b. Authorize the Director of the Department of Military & Veteran Affairs to sign up to three (3) additional amendments to this agreement where the total amendments do not increase current amended contract amount, and do not significantly change the scope of work.

SUMMARY/DISCUSSION:
This agreement provides $1,400,000 of pass-through funding received by Monterey County (COUNTY) Military and Veterans Affairs Office (MVAO) from the State of California (State) Board of State and Community Corrections (BSCC) to the Veterans Transition Center of Monterey County (CONTRACTOR) to renovate housing units to create re-entry/transitional housing for formerly incarcerated veterans and a common area to be used for administration and residential services. The renovated units will provide a minimum of twenty (20) beds per year to formerly incarcerated veterans to support re-entry/transition to permanent stable housing.

The Veterans Transition Center has completed renovations on 220-222 Hayes Circle in October 2019 and project costs claimed through June 30, 2020 total $477,726.38. VTC is ready to begin renovating 216-218 Hayes Circle estimating similar costs and will use the remaining budget to renovate the Martinez Hall common areas to provide transition services.

MVAO is requesting to amend the current Agreement to extend the term for an additional two (2) years to cover the remaining renovation projects or until the original funds are exhausted, whichever occurs first. The total contract amount remains unchanged. The amended term of this agreement is June 1, 2019 to June 30, 2022.

This renewal and Amendment No. 1 has a retroactive date of July 1, 2020, delayed due to the unusual working conditions at this time and a delay in receiving a project update from the contractor timely.

OTHER AGENCY INVOLVEMENT:
County Counsel, Purchasing, and the Auditor-Controller have reviewed and approved this Renewal and Amendment No. 1 as to legal form and fiscal provisions, respectively.

FINANCING:
This agreement is fully funded by the State of California Board of State and Community Corrections (BSCC) funds received in FY 2018-19. There is a remaining unspent balance of $922,273.62. Sufficient appropriations of $613,533 was budgeted in Military & Veterans Affairs SOC003-8260 FY 2020-21 Adopted Budget., using unassigned fund balance in Fund 001, BSA 3046-VRHB. Remaining funds will be budgeted in FY 2021-22 Budget Request.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This amendment correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by allowing the renovation of housing units to create re-entry/transitional housing for twenty (20) formerly incarcerated veterans annually and to renovate a common area to be used for administration and residential services.

Mark a check to the related Board of Supervisors Strategic Initiatives.

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Joe Farotte, MA III, x7841

Becky Cromer for Jason Cameron

Approved by: Jason Cameron, Director of Military & Veteran Affairs, x7619

Attachments: Original Agreement
Amendment No. 1

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report

Monterey County
Board of Supervisors

168 W. Alisal Street, 1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

Adopted Resolution No. 19-185
A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Mary L. Adams to:

a. Accept $1.5 million from the State of California Board of State and Community Corrections;
b. Approve and authorize the Director of the Monterey County Military & Veterans Affairs Office to sign an agreement with the Veterans Transition Center of Monterey County for $1,400,000 with a term of June 1, 2019 through June 30, 2020 to rehabilitate duplexes, creating 20 additional reentry units for formerly incarcerated veterans; and
c. Authorize the Auditor-Controller to amend the FY 2018-19 Adopted Budget by increasing appropriations and estimated revenues by $650,000 in Social Services-Military and Veterans Affairs Budget Unit 001-5010-SOC003-8260 (4/5ths Vote).

PASSED AND ADOPTED on this 21st day of May 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Adams, Lopez, Parker and Phillips
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 21, 2019.

Dated: May 23, 2019
Legistar File ID No. RES 19-057
Agenda Item No. 32

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

Valerie Ralph, Clerk of the Board

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

Resolution No. 19-185

Adopted Resolution No. 19-185 to:

a. Accept $1.5 million from the State of California Board of State and Community Corrections;
b. Approve and authorize the Director of the Monterey County Military & Veterans Affairs Office to sign an agreement with the Veterans Transition Center of Monterey County for $1,400,000 with a term of June 1, 2019 through June 30, 2020 to rehabilitate duplexes, creating 20 additional reentry units for formerly incarcerated veterans;
c. Authorize the Director of the Monterey County Military & Veterans Affairs Office to sign up to three (3) amendments to this agreement where the total amendments to not add more than 10% ($140,000) of the original contract amount, and do not significantly change the scope of work; and
d. Authorize the Auditor-Controller to amend the FY 2018-19 Adopted Budget by increasing appropriations and estimated revenues by $650,000 in Social Services-Military and Veterans Affairs Budget Unit 001-5010-SOC003-8260 (4/5ths Vote).

WHEREAS, The Veterans Transition Center of Monterey County (VTC) identified a need for transitional housing units for formerly incarcerated veterans to reintegrate after being released from the California Department of Corrections and Rehabilitation (CDCR);

WHEREAS, Following a submission of a proposal to California Assemblymember Mark Stone's office, Monterey County was notified that $1,500,000 was being disbursed in accordance with Section 5227-107-0001, Provision 1, Item (d) of the 2018-19 Budget Act to provide funding to the VTC to rehabilitate duplexes, creating 20 additional re-entry units on Hayes Circle in Marina, CA and renovate a common area building to be used for administration and residential services on 12th Street in Marina, CA;

WHEREAS, The Monterey County Department of Social Services Military and Veterans Affairs Office will administer this grant and provide funding to the VTC through the agreement being brought for approval;

WHEREAS, A portion (6.7%) of this funding is being retained by the Military and Veterans Affairs Office for administrative costs associated with the oversight of this grant; and

WHEREAS, increased revenue and appropriations of $650,000 in the Social Services-Military and Veterans Affairs Budget Unit 001-5010-SOC003-8260 Adopted Budget is needed to accept the increased funding from the State of California.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of Monterey hereby:

a. Accepts $1.5 million from the State of California Board of State and Community Corrections;
b. Approves and authorizes the Director of the Monterey County Military & Veterans Affairs Office to sign an agreement with the Veterans Transition Center of Monterey

County for $1,400,000 with a term of June 1, 2019 through June 30, 2020 to rehabilitate duplexes, creating 20 additional reentry units for formerly incarcerated veterans;

c. Authorizes the Director of the Monterey County Military & Veterans Affairs Office to sign up to three (3) amendments to this agreement where the total amendments to not add more than 10% ($140,000) of the original contract amount, and do not significantly change the scope of work; and

d. Authorizes the Auditor-Controller to amend the FY 2018-19 Adopted Budget by increasing appropriations and estimated revenues by $650,000 in Social Services-Military and Veterans Affairs Budget Unit 001-5010-SOC003-8260 (4/5ths Vote).

PASSED AND ADOPTED on this 21st day of May 2019 by the following vote, to wit:

AYES: Supervisors Alejo, Adams, Lopez, Parker and Phillips
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 Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on May 21, 2019.

Dated: May 23, 2019
Legistar File ID No. RES 19-057
Agenda Item No. 32

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

By _____
Valerie Ralph, Clerk of ~~the Board~~

ORIGINAL

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:
Veterans Transition Center of Monterey County ,
(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 renovation of housing units in Marina, CA to create re-entry/ transitional housing for twenty formerly incarcerated veterans annually and to renovate a common area to be used for admin and residential 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 **$** 1,400,000.00 .

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from June 1, 2019 **to** June 30, 2020 , 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.

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	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	Lobbying Certification

5.0 PERFORMANCE STANDARDS.

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

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

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

6.0 PAYMENT CONDITIONS.

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

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.

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:**
Jason Cameron, Veteran Services Officer	Kurt Schake, Executive Director
Name and Title	Name and Title
1200 Aguajito Road, Suite 003 Monterey, CA 93940	220 12th Street Marina, CA 93933
Address	Address
831-647-7619	831-883-8387
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.

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: _____

By: _____
Department Head (if applicable)

Date: 5/30/19

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: _____
County Counsel

Date: 5.10.19

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: 5/10-19

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Veterans Transition Center of Monterey County
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

Board Chair
Name and Title

Date: 10 MAY 2019

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

RALPH STEUK / TREASURER
Name and Title

Date: 10 MAY 2019

County Board of Supervisors' Agreement Number: 19-185, **approved on (date):** 5/23/19

*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

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and
Veterans Transition Center of Monterey County

for

Board of State and Community Corrections Pass Through Project Funding

June 1, 2019 – June 30, 2020

Scope of Services/Payment Provisions

A. CONTACTS

Contract Administrators:

COUNTY	*CONTRACTOR*
Jason Cameron, Veteran Services Officer Monterey County Office of Military & Veterans Affairs 1200 Aguajito Road, Suite 003 Monterey, California 93940 (831) 647-7619	Kurt Schake, Executive Director Veterans Transition Center of Monterey County 220 12th Street Marina, California 93933 (831) 883-8387

B. PURPOSE

The purpose of this agreement is to provide $1,400,000 of pass-through funding received by Monterey County (COUNTY) Military and Veterans Affairs Office (MVAO) from the State of California (State) Board of State and Community Corrections (BSCC) to the Veterans Transition Center of Monterey County (CONTRACTOR). The funding shall be used to renovate housing units to create re-entry/transitional housing for twenty (20) formerly incarcerated veterans annually and to renovate a common area to be used for administration and residential services.

The renovation period and funding period shall be either: 1) from June 1st, 2019 until June 30th, 2020, 2) completion of the project, 3) when available funding has been expended, whichever occurs first. Upon completion of renovations, a minimum of twenty (20) beds per year will be available to formerly incarcerated veterans to support re-entry/transition to permanent stable housing.

Through a mutually executed written amendment to this Agreement, an extension of the funding beyond June 30th, 2020 is permitted if unspent funds remain available and at least one project has not been completed by June 30th, 2020. The extension will allow for the unspent funds to be used to until project work is completed or funds are exhausted, whichever occurs first.

C. RESPONSIBILITIES

CONTRACTOR shall be responsible for the planning, bidding and awarding of sub-contacts within the guidelines established by the COUNTY, legal oversight and responsibility to comply with all Federal, State, and local laws and regulations, the issuing of payments to sub-contractors, and invoicing the COUNTY monthly for expenditures. Specific additional responsibilities include but are not limited to:

a. Develop and make available detailed plans for each renovation to include the address of each unit to be renovated (including the common area), the specific renovations to be made at each address (to include interior, exterior, structural, electrical, plumbing, etc.), the anticipated timeline for each unit renovation (from day of first work to last day of work), and the anticipated expense for each unit to be renovated. Plans shall be developed and provided to the COUNTY in writing no later than June 1st, 2019. CONTRACTOR is responsible to ensure plans adhere to all Federal, State, and local laws and regulations.

b. Report major modifications to the detailed plans to the COUNTY in writing within five (5) days of identifying the need to modify the plans. Allow the COUNTY thirty (30) days to review the modifications. Major modifications are defined as any renovation work item that impacts an individual budget line-item 10% or greater, changes the anticipated timeline by two (2) weeks or longer, or impacts the number of units upon completion. COUNTY approval is required for any major modification that requires an individual line-item budget change of ten percent (10%) or greater or reduces the number of units available upon completion.

c. Ensure that the funding is used to renovate a minimum of two (2) duplex housing units and one (1) common area to be used as an admin and resident support facility.

   i. The two duplex housing units to be renovated are identified as units 216-218 and 220-222 Hayes Circle, Marina, CA 93933.

   ii. The common area to be renovated is identified as Martinez Hall located at 220 12th Street, Marina, CA 93933.

d. Ensure renovations result in the creation of re-entry housing units to provide transitional housing for a minimum of twenty (20) formerly incarcerated veterans per year.

e. Ensure that the renovation project begins no later than June 1st, 2019.

f. Ensure that the renovation project is completed no later than June 30th, 2020 or when all available funding has been spent, whichever occurs sooner.

g. Ensure that each renovation project remains within the available funding as identified in the **Budget (EXHIBIT C).**

h. Receive, retain, and report on the spending of $150,000.00 of advanced project funding to be issued to CONTRACTOR at the beginning of the agreement to support payment of immediate expenses directly related to the renovation project as identified in the Budget **(EXHIBIT C).** A formal monthly print of the account balance on this advanced funding line item shall be provided by CONTRACTOR to the COUNTY with regular monthly invoicing. The account balance will

include actual project receipts indicating "PAID" in the amount identified as expensed from this account.

D. PAYMENT PROVISIONS:

1. COUNTY shall apply advance payments to submitted Invoices from CONTRACTOR according to the terms set forth in this agreement.
   a. CONTRACTOR shall submit an invoice **(EXHIBIT D)** to County's Contract Administrator no later than the tenth (10th) day following the end of the month during which costs were incurred, using the **Monthly Invoice (EXHIBIT D).**
   b. Invoices shall contain the original signature of the person authorized to submit claims for payment, and any required documentation, as noted on the applicable invoice form, shall be submitted with the invoice.
2. Unspent funding from any budget line item in FY2018/19 will be added to FY2019/20 under the same budget line item. An amended budget shall be provided by CONTRACTOR and approved by the COUNTY.
3. The initial advance payment of one hundred fifty thousand dollars ($150,000) from County to CONTRACTOR shall be issued upon execution of this Agreement.
4. CONTRACTOR can request future advances in writing to the County Contract Administrator with justification and such advances must be approved by County Contract Administrator and County Interim Finance Director.
5. The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement is **one million four hundred thousand dollars ($1,400,000)**, between June 1st, 2019 and June 30th, 2020 per **Exhibit C, Budget.**

(end of Exhibit A)

EXHIBIT B

MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10^{th}) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D and shall include an invoice number.**.

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 10. If the Final Invoice is not received by COUNTY by close of business on July 10, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

1.05 Payment in Full:
(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A.** CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A,** unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its

failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the

program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450;

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Kurt Schake** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

Veterans Transition Center of Monterey County

BSCC Renovation Project

BUDGET

Category	June 1, 2019 - June 30, 2020
Unit 216-218	$ 500,000
Unit 220-222	$ 500,000
Common Area (Martinez Hall)	$ 400,000
TOTAL	**$ 1,400,000**

An advance will be issued from County to CONTRACTOR upon execution of this Agreement in the amount of **one hundred fifty thousand dollars ($150,000).**

Unspent funding from any budget line item in FY 2018/19 will be added to FY 2019/20 under the same line item. An amended budget shall be provided by CONTRACTOR and approved by the COUNTY.

The maximum amount payable by County to CONTRACTOR during the term of this Agreement shall not exceed **one million four hundred thousand dollars ($1,400,000).**

Monterey County Department of Social Services

Veterans Transition Center of Monterey County

BSCC Renovation Project

INVOICE - June 1, 2019 - June 30, 2020

Name of Agency: Veterans Transistion Center of Monterey County

Report Month/Year:

Invoice Number:

Category	Total Budget	Monthly Expense	YTD Expense	Balance
Unit 216-218	$ 500,000			
Unit 220-222	$ 500,000			
Common Area (Martinez Hall)	$ 400,000			
TOTAL	**$ 1,400,000**			

Net Contract Total Advance Amount	Current Advance Payment Amount	Monthly Expense	Balance of Advances
	$ 150,000.00	$ -	$ 150,000.00

I hereby certify that this report is correct and complete to the best of my knowledge.

Person completing form: _____

Phone Number:_____

Authorized Signature: _____ Date:_____

_____ Date: _____

Monterey County Department of Social Services
Authorized Signatures

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

Veterans Transition Center of Monterey County

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 Board Chair

Veterans Transition Center of Monterey County
Agency/Organization

5/10/19
Date

DocuSign Envelope ID: E1CF2BE0-57F6-41E6-99FC-58C84EFB1754

COUNTY OF MONTEREY

AMENDMENT# 1 to AGREEMENT#5010-19-185

Veterans Transition Center of Monterey County

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and the Veterans Transition Center of Monterey County (hereinafter, "CONTRACTOR").

WHEREAS, This Amendment modifies the agreement for pass-through funding received by Monterey County (COUNTY) Military and Veterans Affairs Office (MVAO) from the State of California (State) Board of State and Community Corrections (BSCC) to the Veterans Transition Center of Monterey County (CONTRACTOR), between the parties executed on June 1st, 2019, (hereinafter, "Original Agreement ") by extending the period of the Agreement to **June 30th, 2022**. Therefore, the parties agree:

1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:

   1.01 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. The services are generally described as follows: The funding shall be used to renovate housing units to create re-entry/transitional housing for twenty (20) formerly incarcerated veterans annually and to renovate a common area to be used for administration and residential services.

2. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:

   2.01 COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed the sum of $1,400,000.

3. Section 3.0 TERM OF AGREEMENT of the Original Agreement is amended to read as follows:

   3.01 The term of this Agreement is from June 1, 2019 to **June 30, 2022** unless sooner terminated pursuant to the terms of this Agreement.

   3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.

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4. Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS of the Original Agreement is amended to read as follows:

   4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit AA	**Scope of Services/Payment Provisions**
Exhibit B	DSES Additional Provisions
Exhibit CC	**Budget**
Exhibit DD	**Invoice**
Exhibit E	Lobbying Certification

4. Sections 1.01, 1.03 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

   1.01 Monthly Claims by CONTRACTOR: Not later than the tenth (10^{th}) day of each month CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. The invoice shall be submitted in the form set forth in **Exhibit DD**.

   1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement as set forth in the budget, attached hereto as **Exhibit CC**. Only the costs listed in **Exhibit CC** 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.

   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**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA** 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.

5. Exhibits A, C, and D of the Original Agreement are rescinded, and replaced by Exhibits AA, CC and DD, attached.

If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

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Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: _____
Jason Cameron
Director, MVAO

Date: _____

CONTRACTOR:

Veterans Transition Center of Monterey County

DocuSigned by:
By: Thomas H. Griffin, Board Chair
9A15CA2CA5BB425...
(Chair, President, Vice-President

_____
(Print Name & Title)

Date: 8/26/2020 | 3:11 PM PDT

Approved as to Form:

DocuSigned by:
Anne Brereton, County Counsel
07025F3AA36B4A4...
Deputy County Counsel

Date: 8/28/2020 | 10:49 AM PDT

DocuSigned by:
By: Ralph Sirtak, Board Treasurer
356ADAE1D9804EE...
(Secretary, CFO, Treasurer)

_____
(Print Name and Title)

Date: 8/28/2020 | 9:57 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney
D3834BEEC1D8449...
Auditor-Controller's Office

Date: 8/28/2020 | 12:05 PM PDT

DocuSign Envelope ID: E1CF2BE0-57F6-41E6-99FC-58C84EFB1754

EXHIBIT AA

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and
Veterans Transition Center of Monterey County

for

Board of State and Community Corrections Pass Through Project Funding

Jun 1, 2019 – June 30, 2022

Scope of Services/Payment Provisions

A. CONTACTS

Contract Administrators:

COUNTY	*CONTRACTOR*
Jason Cameron, Veteran Services Officer Monterey County Office of Military & Veterans Affairs 1200 Aguajito Road, Suite 003 Monterey, California 93940 (831) 647-7619	Kurt Schake, Executive Director Veterans Transition Center of Monterey County 220 12th Street Marina, California 93933 (831) 883-8387

B. PURPOSE

The purpose of this agreement is to provide $1,400,000 of pass-through funding received by Monterey County (COUNTY) Military and Veterans Affairs Office (MVAO) from the State of California (State) Board of State and Community Corrections (BSCC) to the Veterans Transition Center of Monterey County (CONTRACTOR). The funding shall be used to renovate housing units to create re-entry/transitional housing for twenty (20) formerly incarcerated veterans annually and to renovate a common area to be used for administration and residential services.

The renovation period and funding shall be from June 1st, 2019 until June 30th, **2022** or completion of the project, or when available funding has been expended, whichever occurs first. Upon completion of renovations, a minimum of twenty (20) beds per year will be available to formerly incarcerated veterans to support re-entry/transition to permanent stable housing.

Through a mutually executed written amendment to this Agreement, an extension of the funding beyond June 30th, **2022** is permitted if unspent funds remain available and at least one project has not been completed by June 30th, **2022**. The extension will allow for the unspent funds to be used to until project work is completed, or funds are exhausted, whichever occurs first.

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C. RESPONSIBILITIES

CONTRACTOR shall be responsible for the planning, bidding and awarding of sub-contacts within the guidelines established by the COUNTY, legal oversight and responsibility to comply with all Federal, State, and local laws and regulations, the issuing of payments to sub-contractors, and invoicing the COUNTY monthly for expenditures. Specific additional responsibilities include but are not limited to:

a. Develop and make available detailed plans for each renovation to include the address of each unit to be renovated (including the common area), the specific renovations to be made at each address (to include interior, exterior, structural, electrical, plumbing, etc.), the anticipated timeline for each unit renovation (from day of first work to last day of work), and the anticipated expense for each unit to be renovated. Plans shall adhere to all Federal, State, and local laws and regulations.

b. Report major modifications to the detailed plans to the COUNTY in writing within five (5) days of identifying the need to modify the plans. Allow the COUNTY thirty (30) days to review the modifications. Major modifications are defined as any renovation work item that impacts an individual budget line-item 10% or greater, changes the anticipated timeline by two (2) weeks or longer, or impacts the number of units upon completion. COUNTY approval is required for any major modification that requires an individual line-item budget change of ten percent (10%) or greater or reduces the number of units available upon completion.

c. Ensure that the funding is used to renovate a minimum of two (2) duplex housing units and one (1) common area to be used as an admin and resident support facility.

    i. The two duplex housing units to be renovated are identified as units 216-218 and 220-222 Hayes Circle, Marina, CA 93933.

    ii. The common area to be renovated is identified as Martinez Hall located at 220 12th Street, Marina, CA 93933.

d. Ensure renovations result in the creation of re-entry housing units to provide transitional housing for a minimum of twenty (20) formerly incarcerated veterans per year.

e. Ensure that the renovation project begins no later than June 1st, 2019.

f. Ensure that the renovation project is completed by June 30th, **2022** or when all available funding has been spent, whichever occurs sooner.

g. Ensure that each renovation project remains within the available funding as identified in the **Budget (EXHIBIT CC)**.

h. Receive, retain, and report on the spending of $150,000.00 of advanced project funding to be issued to CONTRACTOR at the beginning of the agreement to support payment of immediate expenses directly related to the renovation project as identified in the **Budget (EXHIBIT CC)**. A formal monthly print of the account balance on this advanced funding line item shall be provided by CONTRACTOR to the COUNTY with regular monthly invoicing. The account

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balance will include actual project receipts indicating "PAID" in the amount identified as expensed from this account.

D. PAYMENT PROVISIONS:

1. COUNTY shall apply advance payments to submitted Invoices from CONTRACTOR according to the terms set forth in this agreement.
   a. CONTRACTOR shall submit an invoice **(EXHIBIT DD)** to County's Contract Administrator no later than the tenth (10^{th}) day following the end of the month during which costs were incurred, using the Monthly Invoice **(EXHIBIT DD)**.
   b. Invoices shall contain the original signature of the person authorized to submit claims for payment, and any required documentation, as noted on the applicable invoice form, shall be submitted with the invoice.
2. The initial advance payment of one hundred fifty thousand dollars ($150,000) from County to CONTRACTOR shall be **paid in full toward project costs prior and invoiced to the County prior to the completion of this Agreement.**
3. **Direct project costs incurred during any period of this Agreement may be invoiced to the County provided billing statements clearly identify the relationship of the expense to a specific line item in the Budget (EXHIBIT CC).**

   The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement is one million four hundred thousand dollars ($1,400,000), between June 1st, 2019 and June 30th, 2022.

(remainder of this page intentionally left blank)

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EXHIBIT CC

Veterans Transition Center of Monterey County
BSCC Renovation Project

BUDGET

Category	June 1, 2019 - June 30, 2022
Unit 216-218	$ 400,000
Unit 220-222	$ 370,000
Common Area (Martinez Hall)	$ 630,000
TOTAL	**$ 1,400,000**

An advance is issued from County to CONTRACTOR upon execution of this Agreement in the amount of **one hundred fifty thousand dollars ($150,000).**

The maximum amount payable by County to CONTRACTOR during the term of this Agreement shall not exceed **one million four hundred thousand dollars ($1,400,000).**

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Monterey County Department of Social Services

Veterans Transition Center of Monterey County
BSCC Renovation Project

INVOICE - June 1, 2019 - June 30, 2022

Name of Agency: Veterans Transistion Center of Monterey County

Report Month/Year:

Invoice Number:

Category	Total Budget	Monthly Expense	YTD Expense	Balance
Unit 216-218	$ 400,000	$ -	$ -	$ 400,000
Unit 220-222	$ 370,000	$ -	$ 259,339	$ 110,661
Common Area (Martinez Hall)	$ 630,000	$ -	$ -	$ 630,000
TOTAL	**$ 1,400,000**	**$ -**	**$ 259,339**	$ 1,140,661

Net Contract Total Advance Amount	Current Advance Payment Amount	Monthly Expense	Balance of Advances
	$ 150,000.00	$ -	$ -

I hereby certify that this report is correct and complete to the best of my knowledge.

Person completing form: Jack Murphy, VTC Deputy Director

Phone Number: (831) 883-8387 ext 212

Authorized Signature: _____ Date: _____

_____ Date: _____

Monterey County Military & Veterans Affairs Office
Authorized Signatures

Introduced: 8/19/2020

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Treasurer-Tax Collector to sign and execute a standard Agreement with Host Compliance, Inc. for the provision of short-term rental compliance monitoring and associated services in the amount of $51,534 for Fiscal Year (FY) 2020-21, for a maximum County obligation of $51,534, retroactive to July 1, 2020 for the term July 1, 2020 through June 30, 2021; and
b. Approve the Treasurer-Tax Collector's recommendation to non-standard limitation on liability provisions within the agreement; and
c. Approve and authorize the Treasurer-Tax Collector, through June 30, 2023, to sign and execute future agreements with Host Compliance, Inc. containing substantially identical terms, including non-standard limitations on liability provisions, (i) when the cumulative value does not exceed 10% of the original amount of the agreement; and (ii) subject to review and approval by County Counsel.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Treasurer-Tax Collector to sign and execute a standard Agreement with Host Compliance, Inc. for the provision of short-term rental compliance monitoring and associated services in the amount of $51,534 for Fiscal Year (FY) 2020-21, for a maximum County obligation of $51,534, retroactive to July 1, 2020 for the term July 1, 2020 through June 30, 2021; and
b. Approve the Treasurer-Tax Collector's recommendation to non-standard limitation on liability provisions within the agreement; and
c. Approve and authorize the Treasurer-Tax Collector, through June 30, 2023, to sign and execute future agreements with Host Compliance, Inc. containing substantially identical terms, including non-standard limitations on liability provisions, (i) when the cumulative value does not exceed 10% of the original amount of the agreement; and (ii) subject to review and approval by County Counsel.

DISCUSSION:

The Treasurer-Tax Collector utilizes Host Compliance, Inc. for short-term rental compliance monitoring and associated services. The Treasurer-Tax Collector has successfully utilized this service via annual agreements since Fiscal Year 2016-17. The service provides an important tool for the identification, registration and monitoring of short-term rentals and assists in ensuring the timely collection of Transient Occupancy Tax. The Agreement is for a base one-year period; the authorization to allow the Treasurer-Tax Collector the option to enter into two additional similar contract periods under similar terms would allow seamless performance and avoid the potential interruption in service for the near future.

OTHER AGENCY INVOLVEMENT:
This service is utilized by the Monterey County Treasurer-Tax Collector Office as a component of identification, registering, and monitoring of short-term rentals as well as pursuing the collection of Transient Occupancy Tax. County Counsel has reviewed this report and recommended that the department seek Board approval for the non-standard limitation of liability provisions.

FINANCING:
Costs for services through the Host Compliance Services Agreement have averaged $56,700 per year since FY 2016-2017. Related FY 2020-21 charges are included in the submitted budget and there is no additional impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Host Compliance, Inc. web application assists Tax personnel to more fully research and identify providers of short-term rental services and helps ensure a more effective and efficient process for managing the process.

Mark a check to the related Board of Supervisors Strategic Initiatives
__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Joy Willett, Administrative Services Officer, ext. 6072

Approved by: Mary A. Zeeb, Treasurer-Tax Collector, ext. 5015

Attachments:
Board Report
Host Compliance Standard Agreement
Host Compliance Scope, Payment Provisions
Host Compliance Liability Statement

DocuSign Envelope ID: F0CA1E77-4538-4207-979E-F3483564BCAB

Introduced: 8/19/2020 **Current Status:** Agenda Ready

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

a. Approve and authorize the Treasurer-Tax Collector to sign and execute a standard Agreement with Host Compliance, Inc. for the provision of short-term rental compliance monitoring and associated services in the amount of $51,534 for Fiscal Year (FY) 2020-21, for a maximum County obligation of $51,534, retroactive to July 1, 2020 for the term July 1, 2020 through June 30, 2021; and
b. Approve the Treasurer-Tax Collector's recommendation to non-standard limitation on liability provisions within the agreement; and
c. Approve and authorize the Treasurer-Tax Collector, through June 30, 2023, to sign and execute future agreements with Host Compliance, Inc. containing substantially identical terms, including non-standard limitations on liability provisions, (i) when the cumulative value does not exceed 10% of the original amount of the agreement; and (ii) subject to review and approval by County Counsel.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Treasurer-Tax Collector to sign and execute a standard Agreement with Host Compliance, Inc. for the provision of short-term rental compliance monitoring and associated services in the amount of $51,534 for Fiscal Year (FY) 2020-21, for a maximum County obligation of $51,534, retroactive to July 1, 2020 for the term July 1, 2020 through June 30, 2021; and
b. Approve the Treasurer-Tax Collector's recommendation to non-standard limitation on liability provisions within the agreement; and
c. Approve and authorize the Treasurer-Tax Collector, through June 30, 2023, to sign and execute future agreements with Host Compliance, Inc. containing substantially identical terms, including non-standard limitations on liability provisions, (i) when the cumulative value does not exceed 10% of the original amount of the agreement; and (ii) subject to review and approval by County Counsel.

DISCUSSION:

The Treasurer-Tax Collector utilizes Host Compliance, Inc. for short-term rental compliance monitoring and associated services. The Treasurer-Tax Collector has successfully utilized this service via annual agreements since Fiscal Year 2016-17. The service provides an important tool for the identification, registration and monitoring of short-term rentals and assists in ensuring the timely collection of Transient Occupancy Tax. The Agreement is for a base one-year period; the authorization to allow the Treasurer-Tax Collector the option to enter into two additional similar contract periods under similar terms would allow seamless performance and avoid the potential

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interruption in service for the near future.

OTHER AGENCY INVOLVEMENT:
This service is utilized by the Monterey County Treasurer-Tax Collector Office as a component of identification, registering, and monitoring of short-term rentals as well as pursuing the collection of Transient Occupancy Tax. County Counsel has reviewed this report and recommended that the department seek Board approval for the non-standard limitation of liability provisions.

FINANCING:
Costs for services through the Host Compliance Services Agreement have averaged $56,700 per year since FY 2016-2017. Related FY 2020-21 charges are included in the submitted budget and there is no additional impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Host Compliance, Inc. web application assists Tax personnel to more fully research and identify providers of short-term rental services and helps ensure a more effective and efficient process for managing the process.

Mark a check to the related Board of Supervisors Strategic Initiatives
__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

DocuSigned by:
Joy Willett
FBDBDACA1426466...
Prepared by: Joy Willett, Administrative Services Officer, ext. 6072

DocuSigned by:
Mary A. Zeeb
16066971D0D0492...
Approved by: Mary A. Zeeb, Treasurer-Tax Collector, ext. 5015

Attachments:
Board Report
Host Compliance Standard Agreement
Host Compliance Scope, Payment Provisions
Host Compliance Liability Statement

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:
Host Compliance, 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:

Short-term rental compliance monitoring and associated services.

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:**$** 51,534.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2020 **to** June 30, 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: Limitation of Amount of Liability Statement

5.0 PERFORMANCE STANDARDS:

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

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

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

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

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

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit 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 always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

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

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

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

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

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.01 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.

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:**
Kristina Parson Management Analyst III	Dawn Kubat Vice President of Legal
Name and Title	Name and Title
168 W. Alisal Street, First Floor Salinas, CA 93901	408 St. Peter Street, Suite 600, St. Paul, MN 55102
Address	Address
831-755-5317	1-800-314-0147
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.

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.

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	**CONTRACTOR**
By: _____ Contracts/Purchasing Officer	Host Compliance, LLC
Date: _____	Contractor's Business Name*
By: _____ Department Head (if applicable)	By: _____ (Signature of Chair, President, or Vice-President) *
Date: _____	
By: _____ Board of Supervisors (if applicable)	_____ Name and Title
Date: _____	Date: _____
Approved as to Form[1]	
By: _____ County Counsel	By: _____ (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *
Date: _____	_____ Name and Title
Approved as to Fiscal Provisions[2]	
By: _____ Auditor/Controller	Date: _____
Date: _____	
Approved as to Liability Provisions[3]	
By: _____ Risk Management	
Date: _____	

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

EXHIBIT A.
Host Compliance
Scope of Services/Payment Provisions
FY 2020-21



Cost-effective solutions to Monterey County's short-term rental monitoring and compliance problems

January 2020

Short Term Vacation Rental Program Results

- ☑ Identified rental units: 843
- ☑ Rental units with address identified: 671 or 80%
- ☑ Average new listings per month: 97
- ☑ Average new rental units per month: 45

- ☑ Rental units that have received letters: 540
- ☑ Rental units that have received letters and are now compliant: 475 or 88%
- ☑ Total compliant rental units: 520
- ☑ % of rental units that have had address identified and are compliant: 78%
- ☑ % of total rental units that are compliant: 62%

Services Reminder



Mobile Enabled Permitting and Registration: Mobile/web forms and back-end systems for streamlining Monterey County's permitting and registration processes and capturing payments, signatures and required documents



Address Identification: Online dashboard with complete address information and screenshots of all identifiable STRs in Monterey County's jurisdiction



Compliance Monitoring: Ongoing monitoring of STRs for zoning and permit compliance coupled with systematic outreach to illegal short-term rental operators (using Monterey County's form letters)



Rental Activity Monitoring and Tax Collection Support: Ongoing monitoring of Monterey County's STR listings for signs of rental activity. Enables data-informed tax compliance monitoring and other enforcement practices that require knowledge of STR activity level



Dedicated Hotline: 24/7 staffed telephone hotline for neighbors to report non-emergency STR problems

Renewal Pricing for 2020 for Monterey County

We have identified on average within the past 12 months 1338 listings and 848 unique short-term rental units within Monterey County. Multi-year renewals available. Lock in pricing and receive future discounts.

Renewal of Services:



Address Identification **$30,114 /yr**



Compliance Monitoring **$9,180 /yr**



Rental Activity Monitoring **$12,240 /yr**

Total: $51,534 /yr

Additional Services Available:



24/7 Dedicated Hotline **$7,344 /yr**



Mobile Registration **$6,528 /yr**

Prices based in USD.

Multi-year renewal pricing for Monterey County

	2 Year Commitment Price/Year	3 Year Commitment Price/Year 10% Discount
 Address Identification	$30,114 /yr	$27,102 /yr
 Compliance Monitoring	$9,180 /yr	$8,262 /yr
 Rental Activity Monitoring	$12,240 /yr	$11,016 /yr
 24/7 Dedicated Hotline	$7,344 /yr	$6,610 /yr
	Total: $58,878 /yr	$52,990 /yr
 Mobile Registration	$6,528 /yr	$5,875 /yr

Prices based in USD.

HOST COMPLIANCE
now a part of GRANICUS

Contact info

Please feel free to contact us anytime if you have any questions!

Helene Gaglioti

helene.gaglioti@hostcompliance.com

415.529.6291

Paul Hetherington

paulh@hostcompliance.com

604.763.7285

www.hostcompliance.com

Exhibit B.

Host Compliance
Limitation on Amount of Liability Statement

Limitation on Amount of Liability. To the fullest extent permitted by law, Host Compliance's aggregate liability under this Agreement will not exceed the amount paid by Customer to Host Compliance hereunder during the twelve months prior to the event giving rise to liability over and above the insurance coverage held by Host Compliance.

Introduced: 9/4/2020

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign a retroactive non-standard Equipment Service and Software Support Agreement with Fluence Automation, LLC to provide equipment service and software support for mail sorting equipment for a total not to exceed amount of $110,000 for a retroactive term effective July 1, 2020 through June 30, 2022; and
b. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute annual Equipment Service and Software Schedules (Exhibit A - Annual Service Schedules) to the Agreement with Fluence Automation, LLC to allow uninterrupted services for mail sorting equipment, the cost of which will not exceed $55,000 per Fiscal Year including sales tax; and
c. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to execute the Agreement, future Annual Service Schedules to the Agreement and any amendments thereto that do not significantly alter the scope of work.

RECOMMENDATION:

a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign a retroactive non-standard Equipment Service and Software Support Agreement with Fluence Automation, LLC to provide equipment service and software support for mail sorting equipment for a total not to exceed amount of $110,000 for a retroactive term effective July 1, 2020 through June 30, 2022; and
b. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute annual Equipment Service and Software Schedules (Exhibit A - Annual Service Schedules) to the Agreement with Fluence Automation, LLC to allow uninterrupted services for mail sorting equipment, the cost of which will not exceed $55,000 per Fiscal Year including sales tax; and
c. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to execute the Agreement, future Annual Service Schedules to the Agreement and any amendments thereto that do not significantly alter the scope of work.

SUMMARY/DISCUSSION:

Mail Operations supports the entire County with interoffice and United States mail processing, sorting and distribution. The current mail sorting equipment has been in place for four (4) years and is essential for this service to be provided efficiently. The current Agreement with Fluence expired June 30, 2020.

The Contracts/Purchasing team was in full OES activation serving as Logistics during the COVID-19

crisis. During this time, the non-standard amendment to extend the current equipment service and software support agreement expired. Renewing the Agreement for these services will enable the County to ensure the continuity of business countywide.

OTHER AGENCY INVOLVEMENT:
County Counsel and Auditor-Controller have reviewed as to form and legality, and fiscal provisions.

FINANCING:
Funds for these services are contained within the approved budget allocations of the department utilizing the services. Expenditures will depend on the actual services requested by the County.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
These actions will help ensure the timely provision of necessary services to all County Departments.

Mark a check to the related board of Supervisors Strategic Initiatives
___ Economic Development
_X_ Administration
___ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by:
Debra
Wilson,
PhD,
Contracts/Purchasing
Supervisor

Approved by: Dewayne Woods, Assistant County Administrative Officer

Attachment:
1. Exhibit A - Annual Service Schedules

DocuSign Envelope ID: 93112481-CC05-4EAD-A05A-5B1698B6742D

Introduced: 9/4/2020

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

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b. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute annual Equipment Service and Software Schedules (Exhibit A - Annual Service Schedules) to the Agreement with Fluence Automation, LLC to allow uninterrupted services for mail sorting equipment, the cost of which will not exceed $55,000 per Fiscal Year including sales tax; and
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SUMMARY/DISCUSSION:

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DocuSign Envelope ID: 93112481-CC05-4EAD-A05A-5B1698B6742D

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Funds for these services are contained within the approved budget allocations of the department utilizing the services. Expenditures will depend on the actual services requested by the County.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

These actions will help ensure the timely provision of necessary services to all County Departments.

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_X_ Administration
___ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by:
Debra Wilson, PhD, Contracts/Purchasing Supervisor

DocuSigned by:
Debra Wilson, Contracts/Purchasing Supervisor
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Approved by: Dewayne Woods, Assistant County Administrative Officer

DocuSigned by:
DeWayne Woods
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Attachment:
1. Exhibit A - Annual Service Schedules

EXHIBIT A – SCHEDULE (FISCAL YEAR 2020 – 2022)

Equipment Service and Software Support Schedule No. 1106-2020

Customer:	County of Monterey	Start Date of Services:	07/01/2020
		End Date of Services:	06/30/2022

Site (Equipment Site Address):	Invoice To Address:
County of Monterey 1488 Schilling Place Salinas, CA 93901	County of Monterey, County Administrative Office 1488 Schilling Place Salinas, CA 93901-4527

THIS EQUIPMENT SERVICE SUPPORT SCHEDULE (the "Schedule") by and between Fluence Automation, LLC ("FA" or "CONSULTANT") and COUNTY is entered into pursuant to the terms and conditions of that certain Master Equipment Service and Software Support Agreement by and between FA and COUNTY dated 07/01/2018 (the "Agreement"), which is incorporated by reference herein. Unless otherwise defined herein, all defined terms used in this Schedule shall have the same meaning ascribed to them in the Agreement.

1. **Term.** This Schedule shall be effective upon the Start Date of Services as set forth above and shall continue for a period of two (2) years unless otherwise stated above (the "Term"). **This Schedule shall renew by written consent of the COUNTY until terminated in accordance with the Agreement.**

CONDITION SUBSEQUENT/NON-APPROPRAITION OF FUNDING

The compensation paid to CONSULTANT pursuant to this Schedule is based on COUNTY'S continued appropriation of funding for the purpose of Schedule, as well as the receipt of local, County, State and/or Federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Schedule are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Schedule and all obligations of the COUNTY arising from this Schedule for Services not rendered as of the final date which funding is available shall be immediately discharged. COUNTY agrees to inform CONSULTANT no later than ten (10) calendar days after the COUNTY determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONSULTANT arising out of performance of this Schedule must be submitted to COUNTY prior to the final date for which funding is available. In the alternative, the parties may agree, in such circumstance, to a suspension or modification of either party's rights or obligations under this Schedule. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COUNTY may, if funding is provided to the COUNTY in the form of promises to pay at a later date, whether referred to as "government warrants, "IOUs," or by any other name, the COUNTY may, in its sole discretion, provide similar promises to pay to the CONSULTANT, which the CONSULTANT hereby agrees to accept as sufficient payment until cash funding becomes available.

2. **Service Coverage.** See Equipment Maintenance and Software Maintenance Subscription Services Coverage List in Sections 2.1.A and 2.1.B (attached). Equipment and Software Services are described in Exhibit 1, attached hereto and by this reference made a part hereof.

3. **Service Fees.** COUNTY shall pay to FA a Service Fee of $51,344.00 for Year 1 and $52,370.00 for Year 2 as set forth in Sections 2.1.A and 2.1.B (attached). Such Service Fee shall be paid in installments based on the payment option selected. If a payment option is not selected, the selection will default to annual installments. Service Fee is exclusive of applicable taxes, which will be invoiced with Service Fee. Equipment that reaches its 7th and/or 12th year of age from the original manufacture date during the Term hereof is subject to maturity surcharges of five percent (5%) and ten percent (10%) of the applicable annual Service Fees, respectively. Such surcharge(s) shall be reflected in the total Service Fee hereunder.

Payment Options: (Each installment is due in advance of the period in which the services will be provided)

☒ Annual Installment = $17,525.00 for Software Maintenance Subscription – Year 1
$17,875.00 for Software Maintenance Subscription – Year 2

☒ Quarterly Installments = $8,454.75 per Quarter for Equipment Maintenance – Year 1
$8,623.75 per Quarter for Equipment Maintenance – Year 2

Please check if applicable to COUNTY with respect to this Schedule:

☒ COUNTY requires a Purchase Order be issued before an invoice may be paid. Accordingly, COUNTY agrees to issue such a Purchase Order upon signing this Schedule and return such Purchase Order with this Schedule to FA.

4. **Right of First Refusal.** If COUNTY intends to enter into an agreement with another party to obtain any services the same as or similar to any of the Services, COUNTY shall provide FA with written notice of the terms of such agreement prior to terminating this Schedule hereunder or the Agreement. If FA agrees to meet the same or similar terms within thirty (30) days following receipt of the written notice thereof, then COUNTY shall enter into an agreement on such same or similar terms with FA upon expiration of this Schedule or the Agreement, as applicable.

5. **Nonsolicitation/Hire.** During the Term of the Agreement and this Schedule, and for a period of one (1) year after the latest of termination or expiration of the Agreement and this Schedule, COUNTY will not directly or indirectly, on behalf of itself, or on behalf of any person, firm, partnership, corporation, association or entity, (i) hire or solicit or induce any employee, consultant or representative of FA, including, without limitation, any Resident Technician or any Priority Resident Technician who is such during the Term of the Agreement or this Schedule (each a "Protected Party") to discontinue its relationship with FA or to establish a relationship with COUNTY or any other party, or (ii) engage any third party that hires any Protected Party to provide services the same as or similar to the Services. Violation of this provision shall constitute an event of default and FA shall have the right to any or all of the following: (i) equitable relief (including without limitation injunctive relief) without having to prove damages or post a security bond; (ii) terminate this Agreement; and (iii) pursue all other damages and remedies available under applicable law.

6. **Compliance With Anti-Bribery Provisions**. FA and its subsidiaries are operating in accordance with and have a compliance program in place which reflects a strict no-bribery policy in keeping with the United States Foreign Corrupt Practices Act and other applicable laws, including those of other countries. By signing this Schedule, COUNTY confirms and certifies that it understands and will follow the requirements of these laws. FA shall have the right to terminate this Schedule immediately if it has reason to believe that there has been an actual or potential violation of any laws related to anti-bribery, and to fully follow all reporting or other guidelines in the law.

7. This Schedule may be modified or amended only by a subsequent written instrument mutually agreed to and signed by authorized representatives of the parties hereto expressly superseding the provisions hereof. Any modification or amendment, including, but not limited to, changes to Section 2 may affect the Service Fees hereunder. Notwithstanding anything to the contrary in the Agreement, either party may assign this Schedule or the Agreement to any successor in interest to the business to which the Agreement and Schedule relate, whether by merger, acquisition, the sale of stock or assets, reorganization or otherwise.

8. This Schedule may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall be deemed for all purposes to constitute one and the same instrument.

IN WITNESS WHEREOF, FA and COUNTY, each acting under due and proper authority, have executed this Schedule as of the date set forth below.

FLUENCE AUTOMATION, LLC

By: ----------

Name: ----------

Title: ----------

Date: ----------

FLUENCE AUTOMATION, LLC

By: ----------

Name: ----------

Title: ----------

Date: ----------

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Marina Pantchenko
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Date: _____

Section 2.1.A - Equipment Maintenance Services Coverage List

Service Type: Priority Service Plus
Contracted Period of Maintenance (CPM): 8:30am – 5:00pm Monday - Friday

Timeframe: 07/01/20 – 06/30/21 – Year 1

EQUIPMENT & MODEL	TAG #	SERIAL NO.	PM INSPS.	RM CALLS	PARTS	AGE	RESPONSE TIME	TOTAL SERVICE FEE
Criterion Elevate	FA00076	0003	Bi-Monthly	All	Yes	13	4 Hours	$33,819.00
							TOTAL EQUIPMENT SERVICE FEES (Exclusive of Taxes)	**$33,819.00**

Timeframe: 07/01/21 – 06/30/22 – Year 2

EQUIPMENT & MODEL	TAG #	SERIAL NO.	PM INSPS.	RM CALLS	PARTS	AGE	RESPONSE TIME	TOTAL SERVICE FEE
Criterion Elevate	FA00076	0003	Bi-Monthly	All	Yes	14	4 Hours	$34,495.00
							TOTAL EQUIPMENT SERVICE FEES (Exclusive of Taxes)	**$34,495.00**

Section 2.1.B - Software Maintenance Subscription Services Coverage List

Timeframe: 07/01/20 – 06/30/21 – Year 1

SOFTWARE DESCRIPTION	ANNUAL SERVICE FEE
Sorter: Criterion Elevate, SN: 0003, Tag # FA00076	
1stClass let_Primary_SWSub	$9,403.00
StanClasLet_Secdonary_SWSub	$621.00
MoveComply Cloud SWSub	$7,501.00
TOTAL ANNUAL SOFTWARE MAINTENANCE AND SUBSCRIPTION SERVICES FEES (Exclusive of Taxes)	**$17,525.00**

Timeframe: 07/01/21 – 06/30/22 – Year 2

SOFTWARE DESCRIPTION	ANNUAL SERVICE FEE
Sorter: Criterion Elevate, SN: 0003, Tag # FA00076	
1stClass let_Primary_SWSub	$9,591.00
StanClasLet_Secdonary_SWSub	$633.00
MoveComply Cloud SWSub	$7,651.00
TOTAL ANNUAL SOFTWARE MAINTENANCE AND SUBSCRIPTION SERVICES FEES (Exclusive of Taxes)	**$17,875.00**

TOTAL EQUIPMENT MAINTENANCE AND SOFTWARE MAINTENANCE SUBSCRIPTIONS YEAR 1: $51,344.00

TOTAL EQUIPMENT MAINTENANCE AND SOFTWARE MAINTENANCE SUBSCRIPTIONS YEAR 2: $52,370.00

FLUENCE
AUTOMATION

EXHIBIT 1
Customer Services
Description of Service Options

The following terms shall have the meaning ascribed to them below:

1. Equipment and Software Service Descriptions

☒ ***"Priority Service Plus"*** - During the Contracted Period of Maintenance (CPM) excluding holidays, if requested by COUNTY, FA shall dispatch a technician to perform, pursuant to the Schedule, Preventive Maintenance inspections and Remedial Maintenance calls. During any Remedial Maintenance call or Preventive Maintenance call, the technician shall replace, without additional charge to COUNTY, as reasonably necessary, Non-Consumable Parts, but not Consumable Parts or Supplies. Operator error, routine set-up, and repeated operator training are not included in the number of inspections or calls listed on the Schedule. FA shall bill COUNTY, (at FA's then current rates for labor plus FA's list price for any Equipment parts) for any Services required as a result of operator error, routine set-up and repeated operator training.

Introduced: 9/9/2020

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Ratify the execution by the County Purchasing Officer, of a Standard Services Agreement with A-Trains BBQ, LLC, signed on April 20, 2020, to provide food services to Alternate Housing Sites in the Greater Monterey and Salinas Areas in response to the COVID-19 pandemic emergency, for a period of seven months and ten days from effective date, in an amount not to exceed $250,000.
b. Ratify the execution by the County Purchasing Officer, Amendment 1 to the Standard Services Agreement with A-Trains BBQ, LLC, signed on August 14, 2020, to provide food services to Alternate Housing Sites in the Greater Monterey and Salinas Areas in response to the COVID-19 pandemic emergency, for a period of seven months and ten days from effective date, in an amount not to exceed $800,000.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Ratify the execution by the County Purchasing Officer, of a Standard Services Agreement with A-Trains BBQ, LLC, signed on April 20, 2020, to provide food services to Alternate Housing Sites in the Greater Monterey and Salinas Areas in response to the COVID-19 pandemic emergency, for a period of seven months and ten days from effective date, in an amount not to exceed $250,000.
b. Ratify the execution by the County Purchasing Officer, Amendment 1 to the Standard Services Agreement with A-Trains BBQ, LLC, signed on August 14, 2020, to provide food services to Alternate Housing Sites in the Greater Monterey and Salinas Areas in response to the COVID-19 pandemic emergency, for a period of seven months and ten days from effective date, in an amount not to exceed $800,000.00.

SUMMARY:

Since April 2020, the County has been sheltering people who are under investigation for or have a confirmed COVID-19 diagnosis or are medically fragile individuals who are experiencing housing insecurity. The County has been providing people in these shelters with three meals per day. In the Carmel, Monterey, Marina, Salinas areas, these meals have been provided by A-Trains BBQ, the owner of one shelter, and the Turf Club. The action before the Board will ratify an original Standard Service Agreement as well as an Amendment to an emergency agreement executed by the Contracts Purchasing Officer with A-Trains BBQ to increase the amount payable under the agreement by $550,000.00 for a total not to exceed amount of $800,000.00.

DISCUSSION:

On April 20, 2020, the Contracts Purchasing Officer entered into an emergency agreement with

A-Trains BBQ, LLC to, in response to the COVID-19 outbreak, to provide food and beverage services at the Monterey County Fairgrounds Alternate Housing Site. The negotiated cost was $34 per day per person served plus delivery fees and sales tax. The agreement ran between April 20, 2020 and December 31, 2020 and had a not to exceed value of $250,000. As of August 9, 2020, there was $34,745.43 remaining on the original $250,000 agreement.

Beginning May 6, 2020, and due to low demand at the Fairgrounds, A-Trains was asked to begin providing meal service for persons under investigation for or with a confirmed COVID-19 diagnosis who were being sheltered at an Alternative Housing Site (AHS) in Monterey. This arrangement has expanded so that A-Trains is now providing meal services to all Alternative Housing Sites between Carmel and Marina and Salinas. Since the County began using AHS, A-Trains has provided meals for an average of 15 guests per day. If necessary, A-Trains will continue providing meals for this population through December 31, 2020.

In addition to the AHS population, the County has been sheltering the medically fragile individuals since April 2020 as part of Operation Roomkey. These guests have been sheltered at a facility in Marina that has provided three meals per day for $20 per guest. However, the facility is not able to meet the needs of guests with food allergies or other dietary restrictions. The facility has also been challenging to work with as guests are added or removed from the program. On average, this facility has sheltered 125 people per day since it opened. Since mid-April, A-Trains has served an average of 43 Operation Roomkey guests per day at this facility who require special diets.

In late July 2020, the Monterey County Emergency Operations Center (EOC) Care and Shelter Group requested that all meal service at the Marina facility be switched to A-Trains based on their experience working together since April. The primary reason for requesting the change was the apparent disparity in the quality and variety of meals provided by the different vendors to guests sheltered in the same facility.

The EOC Logistics Section used this opportunity to renegotiate the agreement with A-Trains to reflect the different populations and levels of service required. The most significant change is the establishment of two tiers of guest. Tier 1 guests are those who are in AHS for short periods while waiting for the Public Health Officer to clear them from an isolation or quarantine order. Because this population is constantly changing which increases the vendor’s risk when purchasing raw food products. Therefore, staff felt a higher per day meal cost is appropriate. The daily per diem for Tier 1 guests is $34, plus delivery fees and sales tax. Tier 2 guests are sheltered as part of Operation Roomkey. This population is much more stable and reduces the vendor’s risk of ordering too much or not enough food. The per diem cost for Tier 2 guests is $29.50.

Responsibility for providing meals to Tier 2 guests will be assumed by the Coalition of Homeless Services Providers no later than September 30, 2020 and the County will no longer be providing this service to these guests. The County has already notified A-Trains of this transition. The County may end services sooner, if the Coalition provides evidence that they have retained A-Trains through at least September 30, 2020. This provision was included in the Amendment to minimize A-Trains risk associated with ordering product that would be used to feed Tier 2 guests.

The average daily cost of providing meals for Tier 2 guests is approximately $286 more under Amendment 1 than the blended meal service arrangement that was in place. Under the blended provider arrangement, the average daily cost to feed 125 guests was $3,401.11. The cost for A-Trains to provide meal service to the same number of guests, at $3,687.19 per day, is approximately 8% higher than the previous arrangement. The Care and Shelter Group believes the higher cost is worth the added expense based on their experience with A-Trains.

OTHER AGENCY INVOLVEMENT:

This Amendment 1 was initiated at the request of the Monterey County Emergency Operations Center Care and Shelter Group. This group is responsible for the day-to-day care of individuals who are being sheltered at the County's expense during the COVID-19 public health emergency.

FINANCING:

Ratifying the original Standard Services Agreement and Amendment 1 will increase the agreement amount by $555,000 to a total not to exceed amount of $800,000. It is anticipated that FEMA will reimburse the County $600,000 (75%) of these costs. Funding for the 25% not reimbursed by FEMA is included in the County's CARES Act funding plan. The County's average daily cost of meal service for guests in Tier 1 will remain $34 plus delivery charges and sales tax per day while the average cost for Tier 2 guests will be $29.50. Funding for this Amendment is included in appropriations for the COVID-19 response.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Ratifying the Amendment 1 will allow the County to continue feeding persons being sheltered to mitigate the spread of COVID-19 and will meet the Board's goals in the area of Health and Human Services.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
X Public Safety

Prepared by: _____
Darby Marshall, RHO Project Analyst II, Ext. 5391

Approved by: _____
Mike Derr, Contracts & Purchasing Officer, Ext. 4992

Attachments:
Board
Attachment 1 - Amendment 1

Attachment 2 - A-Trains BBQ - Monterey Fairgrounds Alternate Care Site Agreement

Monterey County

Board Report

Legistar File Number: 20-730

Item No.

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

September 22, 2020

Introduced: 9/9/2020
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Ratify the execution by the County Purchasing Officer, of a Standard Services Agreement with A-Trains BBQ, LLC, signed on April 20, 2020, to provide food services to Alternate Housing Sites in the Greater Monterey and Salinas Areas in response to the COVID-19 pandemic emergency, for a period of seven months and ten days from effective date, in an amount not to exceed $250,000.
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a. Ratify the execution by the County Purchasing Officer, of a Standard Services Agreement with A-Trains BBQ, LLC, signed on April 20, 2020, to provide food services to Alternate Housing Sites in the Greater Monterey and Salinas Areas in response to the COVID-19 pandemic emergency, for a period of seven months and ten days from effective date, in an amount not to exceed $250,000.
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SUMMARY:

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DISCUSSION:

On April 20, 2020, the Contracts Purchasing Officer entered into an emergency agreement with A-Trains BBQ, LLC to, in response to the COVID-19 outbreak, to provide food and beverage services at the Monterey County Fairgrounds Alternate Housing Site. The negotiated cost was $34 per day per person served plus delivery fees and sales tax. The agreement ran between April 20, 2020 and December 31, 2020 and had a not to exceed value of $250,000. As of August 9, 2020, there was $34,745.43 remaining on the original $250,000 agreement.

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In addition to the AHS population, the County has been sheltering the medically fragile individuals since April 2020 as part of Operation Roomkey. These guests have been sheltered at a facility in Marina that has provided three meals per day for $20 per guest. However, the facility is not able to meet the needs of guests with food allergies or other dietary restrictions. The facility has also been challenging to work with as guests are added or removed from the program. On average, this facility has sheltered 125 people per day since it opened. Since mid-April, A-Trains has served an average of 43 Operation Roomkey guests per day at this facility who require special diets.

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The EOC Logistics Section used this opportunity to renegotiate the agreement with A-Trains to reflect the different populations and levels of service required. The most significant change is the establishment of two tiers of guest. Tier 1 guests are those who are in AHS for short periods while waiting for the Public Health Officer to clear them from an isolation or quarantine order. Because this population is constantly changing which increases the vendor's risk when purchasing raw food products. Therefore, staff felt a higher per day meal cost is appropriate. The daily per diem for Tier 1 guests is $34, plus delivery fees and sales tax. Tier 2 guests are sheltered as part of Operation Roomkey. This population is much more stable and reduces the vendor's risk of ordering too much or not enough food. The per diem cost for Tier 2 guests is $29.50.

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The average daily cost of providing meals for Tier 2 guests is approximately $286 more under Amendment 1 than the blended meal service arrangement that was in place. Under the blended provider arrangement, the average daily cost to feed 125 guests was $3,401.11. The cost for A-Trains to provide meal service to the same number of guests, at $3,687.19 per day, is approximately 8% higher than the previous arrangement. The Care and Shelter Group believes the higher cost is worth the added expense based on their experience with A-Trains.

OTHER AGENCY INVOLVEMENT:

This Amendment 1 was initiated at the request of the Monterey County Emergency Operations Center Care and Shelter Group. This group is responsible for the day-to-day care of individuals who are being sheltered at the County's expense during the COVID-19 public health emergency.

FINANCING:

Ratifying the original Standard Services Agreement and Amendment 1 will increase the agreement amount by $555,000 to a total not to exceed amount of $800,000. It is anticipated that FEMA will reimburse the County $600,000 (75%) of these costs. Funding for the 25% not reimbursed by FEMA is included in the County's CARES Act funding plan. The County's average daily cost of meal service for guests in Tier 1 will remain $34 plus delivery charges and sales tax per day while the average cost for Tier 2 guests will be $29.50. Funding for this Amendment is included in appropriations for the COVID-19 response.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Ratifying the Amendment 1 will allow the County to continue feeding persons being sheltered to mitigate the spread of COVID-19 and will meet the Board's goals in the area of Health and Human Services.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
X Public Safety

Prepared by: DocuSigned by: Darby Marshall ED3E70049EC94E7...

Darby Marshall, RHO Project Analyst II, Ext. 5391

Approved by: Darby Marshall for

Mike Derr, Contracts & Purchasing Officer, Ext. 4992

Attachments:
Board

Attachment 1 - Amendment 1
Attachment 2 - A-Trains BBQ - Monterey Fairgrounds Alternate Care Site Agreement

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AMENDMENT #1 TO THE STANDARD AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND A-TRAINS BBQ, LLC TO PROVIDE MEAL SERVICE AT COUNTY ESTABLISHED ALTERNATE HOUSING SITES DURING THE NOVEL CORONA VIRUS PUBLIC HEALTH EMERGENCY

WHEREAS, the Monterey County Public Health Officer issued a Shelter-in-Place Order effective March 18, 2020, in response to the Novel Corona Virus public health emergency.

WHEREAS, the Public Health Officer has order the isolation and/or quarantine; at the County's expense and in various Alternate Housing Sites in Marina, Monterey, and Salinas; of persons suspected of being or actually infected by COVID-19 and whose home environments presents challenges to minimizing their potential of infecting other people if they are returned to that environment.

WHEREAS, in response to the Public Health Officer's Shelter-in-Place Order the County of Monterey began sheltering; at its expense and at the Country Inn and Suites Alternate Housing Site; medically fragile persons who were living in congregate settings and not able to limit their contact with other people or were homeless to reduce their changes for becoming infected by COVID-19 for the duration of the public health emergency.

WHEREAS, the County entered into an Agreement with A-Trains BBQ, LLC to provide meal services at the Monterey Fairgrounds Alternative Care Site effective April 20, 2020.

WHEREAS, the owner of the Country Inn and Suites was unable to provide for the needs of guests with dietary restrictions within the strictures of their agreement with the County, and by mutual consent, CONTRACTOR began providing meals for guests at the Country Inn and Suites who required special diets on April 28, 2020.

WHEREAS, by mutual consent, CONTRACTOR began providing meal delivery services to all Alternate Housing Sites in Marina, Monterey, and Salinas on May 7, 2020.

WHEREAS, COUNTY and CONTRACTOR wish to amend the terms of the Agreement to increase the amount payable, to memorialize delivery charges, to establish two tiers of guests sheltered at the County's expense for pricing and delivery requirements, and to memorialize other service standards.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Changes to Existing Agreement

Section 2 – Payment Provisions shall be deleted in its entirety and replaced with:

County shall pay the CONTRACTOR in accordance with the payment provision set forth in Exhibit A, subject to the limitation set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $**800,000.00**

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Exhibit A – Exhibit A – Scope of Services/Payment Provisions… shall be deleted and replaced in its entirety with the attached Exhibit A.1 - Exhibit A.1 – Scope of Services/Payment Provisions, County of Monterey Standard Agreement, Between County of Monterey and A-Trains BBQ.

All other terms and conditions of the Standard Agreement remain unchanged.

II. A copy of this AMENDMENT shall be attached to the original Standard Agreement, dated, April 20, 2020.

COUNTY OF MONTERY

By: DocuSigned by: Debra Wilson, Contracts/Purchasing Supervisor
7B741937AA0D41B...

Date: 9/3/2020 | 1:50 PM PDT

CONTRACTOR – A-Trains BBQ, LLC

By: DocuSigned by:
258156F79A464CB...

Date: 9/3/2020 | 1:24 PM EDT

By: DocuSigned by: Marina Pantchenko
65EE9F1502BD412...

Date: 9/3/2020 | 1:11 PM PDT

Approved as to form and legality

CONTRACTOR – A-Trains BBQ, LLC

By: DocuSigned by:
258156F79A464CB...

Date: 9/3/2020 | 1:24 PM EDT

By: _____

Date: _____

Reviewed as to fiscal provisions:

By: DocuSigned by: Gary Giboney
D3834BFEC1D8449...

Date: 9/3/2020 | 1:39 PM PDT

DocuSign Envelope ID: 978180F7-E4FD-4900-BA06-32051C3E29A6

Exhibit A.1 – Scope of Services/Payment Provisions
County of Monterey Standard Agreement
Between
County of Monterey
and
A-Trains BBQ

A. DEFINITIONS:

1. Tier One Guest – Tier One guests are guests sheltered at the COUNTY's expense because of an Order issued by the Public Health Officer that they be quarantined or otherwise isolated due to suspected infection by COVID-19 or are COVID-19 positive. The Tier One Guest population is volatile and changes from day-to-day. Pricing of meals provided for Tier One Guests reflects this volatility and the number of locations where they are sheltered. Shelter locations should be assumed NOT to have in-room refrigeration or microwave oven access for meal storage or reheating.
2. Tier Two Guest – Tier Two guests are guests sheltered at the COUNTY's expense because the combination of their health history and "home" increase the changes that they will become exposed to and infected by COVID-19. The Tier Two Guest population is less volatile and not subject to significant changes on a day-to-day basis. Pricing of meals provided for Tier Two Guests reflects this stability and the fact there is only one location where they are sheltered. All Tier Two Guests have access to in room refrigeration and microwave ovens for meal storage and reheating.

A. SCOPE OF SERVICES:

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:

2. CONTRACTOR agrees to furnish three (3) boxed meals per day, seven (7) days per week including holidays. CONTRACTOR will deliver breakfast, lunch, and dinner to Alternate Housing Sites located in Carmel-by-the-Sea, Marina, Monterey, Salinas, and Seaside as directed by the COUNTY.

3. CONTRACTOR will stop service for Tier 2 guests at the Country Inn with dinner on Wednesday, September 30, 2020.
    a. This date may be accelerated if the Coalition of Homeless Services Providers presents the County with an enforceable agreement with A-Trains to continue providing meal service through at least September 30, 2020, in which case the service with the County will end with dinner on the date the County notifies A-Trains BBQ they have accepted the Coalition's agreement with A-Trains.

4. CONTRACTOR will make all necessary arrangements for distribution of meals. Meals must be pre-packaged and include entrée, beverage, utensils, and napkins as described in Section B, below.

5. CONTRACTOR shall provide meal counts for each property and day with their invoice.

B. SERVICE STANDARDS

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1. Meal Requirements
   - 2 x 3-ounce servings of lean protein per day
   - 2-cups of fruit per day
   - 3-cups of vegetables per day
   - 1 x 12-ounce bottle of water per meal
   - 1-pint milk or fruit juice per meal

2. Delivery Requirements
   a. Tier One Guest
      i. Delivery of meals three times per day between the hours of:
         1. Breakfast - 7:30 to 8:30 AM
         2. Lunch – 11:30 AM to 12:30 PM
         3. Dinner – 4:30 to 5:30 PM

   b. Tier Two Guest
      i. Delivery of three meals once per day beginning at 4:00 by first checking in with the COUNTY on-site representative.
      ii. Delivery of dinner for the current day and breakfast and lunch the following day.
         1. Guests are responsible for the safe storage and reheating of meals delivered for the following day.
      iii. Pick up and disposal of used food containers left outside rooms by guests.

   c. Safe Food Temperatures
      i. All hot foods shall be delivered to guests at a minimum temperature of 140 degrees Fahrenheit.
      ii. All cold foods and foods meant to be stored for later consumption shall be delivered to guests at a maximum temperature of 40 degrees Fahrenheit.

C. PAYMENT PROVISIONS:

1. CONTRACTOR'S compensation for services rendered shall be based on the following terms:
   a. Meal Prices

      i.

	Tier One Guest	Tier Two Guest
Breakfast	$9.00	$7.00
Lunch	$11.00	$8.00
Dinner	$14.00	$10.00
Per Diem	$34.00	$25.00

      ii. Special Diets - The prices listed in Section C. Paragraph 1.A.i. above, apply to any guest who requires a special diet for health or religious reasons.
      iii. Per Diem Pricing
         1. Tier One Guests – the COUNTY may request additional meals be delivered with the next scheduled delivery for clients who are admitted or discharged between deliveries provided they give the

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CONTRACTOR notice to add or subtract the meal 90-minutes before the scheduled delivery time.

2. Tier Two Guests shall only be charged per diem rates when a new client is added mid-day.

b. Delivery Charges
   i. Tier One Guests
      1. $50.00 fee for each time delivery is made to a hotel
      2. $0.00 for the first hotel located within 1 mile of any other hotel where deliveries are made.
      3. $25.00 for each subsequent hotel located within 1 mile of the initial hotel.
      4. Example: Deliveries are to be made to the Carmel Hill Lodge, Pelican Inn and the Super 8 Motel, all of which are within 1 mile of Del Monte Shopping Center. The deliver fees would be calculated as: Carmel Hill Lodge - $50, Pelican Inn - $0.00, and Super 8 Motel - $25.00 for a total delivery fee of $75.00
   ii. Tier Two Guests
      1. $2.00 per guest per day.
      2. Delivery fee includes delivering meals to individual rooms as identified by the COUNTY.
      3. Picking up and properly disposing of used food containers at each delivery.

c. Sales Tax of 9.25% will be added to all costs.

d. Other Costs such as costs associated with food spoilage and labor required to set-up or dismantle operations at the end of this Agreement are the sole responsibility of the CONTRACTOR.

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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:
A-Trains BBQ
(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:

In response to COVID-19 outbreak, to provide Food and Beverage Services at the Monterey County Fairgrounds Alternate Care Site.

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:$ 250,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 4/20/2020 **to** 12/31/2020, 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:**
Mike Derr Contracts/Purchasing Officer	A-Train's BBQ Adrien Antosz, Owner
Name and Title	Name and Title
1488 Schilling Place Salinas, CA 93901	1449 Plumas Lane Seaside, CA 93955
Address	Address
831-755-4992	831-383-1542
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: Debra Wilson — Contracts/Purchasing Officer

Date: 4/24/2020

By: _____ — Department Head (if applicable)

Date: _____

By: _____ — Board of Supervisors (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Marina Pantchenko, Deputy County Counsel — County Counsel

Date: 4/24/2020

Approved as to Fiscal Provisions

By: _____ — Auditor/Controller

Date: _____

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____ — Risk Management

Date: _____

CONTRACTOR

A-Train's BBQ — Contractor's Business Name*

By: DocuSigned by: [signature] — (Signature of Chair, President, or Vice-President) *

Owner — Name and Title

Date: 4/24/2020

By: _____ — (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *

Name and Title

Date: _____

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
County of Monterey Standard Agreement
between
County of Monterey
and
A-Trains BBQ

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:

CONTRACTOR agrees to furnish three (3) boxed meals per day, seven (7) days per week including holidays. Contractor will provide breakfast, lunch, and dinner at the Monterey County Fairgrounds Alternate Care Site.

CONTRACTOR will make all necessary arrangements for distribution of meals and set times with the Shelter Manager. Meals must be pre-packaged and include entrée, beverage, utensils, and napkins.

CONTRACTOR shall provide meal count for each day.

B. PAYMENT PROVISIONS:

CONTRACTOR'S compensation for services rendered shall be based on the following terms:

- Breakfast to consist of: Eggs, potatoes and sausage/bacon, juice/milk.

  Cost – $9 per meal

- Lunch to consist of: Turkey/ham sandwich, potato chips, potato salad and water.
  Cost- $11 per meal

- Dinner to consist of: Protein, starch, vegetable, bread and water (ex: chicken, coleslaw, mashed potatoes, corn and coleslaw).
  Cost- $14 per meal

  Sales tax (9.25%) will be added to all costs.

Introduced: 9/10/2020

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Housing Program Manager or her designee to execute Amendment #3 to the Agreement No. A-12923 between the County of Monterey and The John Stewart Company to extend the Agreement to provide Property Management Services at Kent's Court through December 31, 2020; and
b. Authorize the use of rental income funds to serve as working capital and a disbursement of $14,000 per month through December 31, 2020.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Housing Program Manager or her designee to execute Amendment #3 to the Agreement No. A-12923 between the County of Monterey and the John Stewart Company to extend the Agreement to provide Property Management Services at Kent's Court through December 31, 2020; and
b. Authorize the use of rental income funds and a disbursement of $14,000.00 per month to serve as working capital through December 31, 2020.

SUMMARY/DISCUSSION:

Kents Court is a 19-unit affordable housing project in Pajaro that is owned by the County of Monterey. The property has been managed by the John Stewart Company since October 2015. On August 25, 2015, the Board of Supervisors approved Agreement No. A-12923 between the County of Monterey and the John Stewart Company to provide professional property management services for a three (3)-year term and the option to extend the Agreement for up to two (2) additional one (1) -year terms. This Agreement has been amended two (2) times with the latest amendment extending the term through September 30, 2020.

The Housing and Economic Development Division is now requesting an extension to the Agreement to allow enough time to complete a new Request for Proposals (RFP) to solicit property management proposals. The RFP process has been delayed due to the recent COVID-19 and local fire events.

Approval of the recommended actions will enable the County to ensure that the management of Kents Court is uninterrupted.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this report and Amendment #3 as to form and legality.

FINANCING:
There is no impact on the General Fund; all expenditures related to this agreement are funded by fund 175. The cost of all operations, including the management fees, of Kents Court are paid for by income generated by the rental of the Kents Court units. Any residual income is restricted for use by the County to further affordable housing.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The housing program priorities and objectives advance the Board of Supervisors Strategic Initiatives that promote the production of diverse, safe, healthy, and affordable housing opportunities for all residents of Monterey County.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared by: _____
Jose Tapia, Finance Manager, Ext. 5268

Approved by: _____
Anastacia Wyatt, Housing Program Manager, Ext. 5387

Attachments:
Board Report
Attachment 1 - Kents Court Management Agreement
Attachment 2 - Kents Court Management Contract renewal for 2018 (Amendment #1)
Attachment 3 - Kents Court Management Contract renewal for 2019 (Amendment #2)
Attachment 4 Kents Court Management Contract renewal for 2020 (Amendment #3)
Attachment 5 - Kents Court Draft Resolution
Kents Court Draft Resolution

Introduced: 9/10/2020

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

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There is no impact on the General Fund; all expenditures related to this agreement are funded by fund 175. The cost of all operations, including the management fees, of Kents Court are paid for by income generated by the rental of the Kents Court units. Any residual income is restricted for use by the County to further affordable housing.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The housing program priorities and objectives advance the Board of Supervisors Strategic Initiatives that promote the production of diverse, safe, healthy, and affordable housing opportunities for all residents of Monterey County.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared by: _____
Jose Tapia, Finance Manager, Ext. 5268

Approved by: _____
Anastacia Wyatt, Housing Program Manager, Ext. 5387

Attachments:
Board Report
Attachment 1 - Kents Court Management Agreement
Attachment 2 - Kents Court Management Contract renewal for 2018 (Amendment #1)
Attachment 3 - Kents Court Management Contract renewal for 2019 (Amendment #2)
Attachment 4 Kents Court Management Contract renewal for 2020 (Amendment #3)
Attachment 5 - Kents Court Draft Resolution
Kents Court Draft Resolution

KENTS COURT
MANAGEMENT AGREEMENT

This Agreement is made this 1st day of October, 2015, between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and John Stewart Company, a California corporation, hereinafter referred to as "CONTRACTOR". This Agreement shall be effective when it is executed by all parties.

1. **Appointment and Acceptance**. After consideration and evaluation of the CONTRACTOR'S proposal, COUNTY appoints CONTRACTOR as exclusive agent for the management of the property described in Section 2 of this Agreement, as set forth in RFP # 10528, and CONTRACTOR accepts the appointment, subject to the terms and conditions set forth in this Agreement and terms and conditions contained in RFP #10528. CONTRACTOR hereby agrees to manage the Project in an efficient and satisfactory manner to the best of its ability. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

   This AGREEMENT, including all its attachments, Exhibits and Appendices;
   RFP #10528 Addenda # 1-3;
   RFP # 10528 dated March 27, 2015, including all attachments and exhibits;
   CONTRACTOR'S Proposal dated April 24, 2015;
   Payment and Performance Bonds;
   Certificate of Insurance; and
   Additional Insured Endorsements.

   These documents are on file with the Contracts/Purchasing Division.

   All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract 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 contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits and Appendices, RFP #10528 Addendum/Addenda #1-3, RFP #10528 including all attachments and exhibits, Bonds, Certificate of Insurance, and Additional Insured Endorsements.

2. **Description of Project**. The property (the "Project") to be managed by the CONTRACTOR under this Agreement is a housing development consisting of the land, buildings, and other improvements as follows: :

   Owner Name: County of Monterey,
   Tax ID Number: 94-6000524
   Project Location: 9, 11, and 14 Kents Court and 77, 85, and 87 Railroad Avenue (collectively known as Kents Court)
   Project City: Pajaro
   Project County: Monterey
   State: California
   Number of Dwelling Units (including any units for on-site employees): 19

3. **Definitions**,
   a. "Management Representative" shall mean a John Stewart Company employee, i.e., Regional Manager, Property Manager or maintenance personnel.

   b. "Principal Parties" shall mean COUNTY and CONTRACTOR.

   c. "Act of God" shall mean a natural catastrophe which no one can prevent such as, but not limited to, an earthquake, a tidal wave, a volcanic eruption, or a tornado.

4. **Basic Information**. As soon as possible, if available, COUNTY will furnish CONTRACTOR with a complete set of plans and specifications, and copies of all guaranties, warranties, operating instructions and/or handbooks pertinent to construction, fixtures, and equipment at the Project. With the aid of this information and through inspection by competent personnel, CONTRACTOR will thoroughly familiarize itself with the character, location, construction, layout, plan and operation of the Project, especially the electrical, heating, and plumbing systems, and all other mechanical equipment and systems. Inrial rents and utility allowances are included in Attachment B attached herewith.

5. **Rentals**. CONTRACTOR will offer for rent and will rent the dwelling units in the Project. Incident thereto, the following provisions will apply:

   a. Showing Premises to Perspective Tenants. CONTRACTOR will show the premises to prospective applicants.

   b. Processing Applicants. CONTRACTOR will process, in compliance with the Tenant Selection Plan and requirements of COUNTY, applications for tenancy and will notify applicants of their eligibility status and their right to appeal a determination of ineligibility or denial. If an application is rejected, CONTRACTOR will tell the applicant the reason for rejection, and advise rejected applicants of their right to appeal. Rejected applications, with reasons for rejection noted thereon, will be kept on file for three (3) years. A current list of prospective tenants will be maintained.

   c. Executing Leases. In consultation with COUNTY, CONTRACTOR will prepare all dwelling leases, house rules, and other relevant lease addenda for approval by the COUNTY and will execute the same in its name, identified thereon as CONTRACTOR for COUNTY. The terms of all leases will comply with the pertinent provisions of California landlord/tenant law. Dwelling leases will be in a form approved by the COUNTY, but individual dwelling leases need not be submitted for the approval by COUNTY.

   d. Collecting and Disbursing Deposits. CONTRACTOR will collect, deposit, and disburse security deposits, if required, in accordance with the terms of each household's lease. Security deposits will be deposited by CONTRACTOR in an interest-bearing account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an agency of the United States Government and the interest thereon will be used as required by local ordinance or COUNTY direction; in the absence of such local ordinance or COUNTY direction, said interest will be transferred to the Project operating account on a regular basis. This account will be carried in the COUNTY'S name and designated of record as "Kents Court - Security Deposit, John Stewart Company, FBO County of Monterey."

6. **Collection of Rent and Other Receipts**. CONTRACTOR will collect when due all rents, charges and other amounts receivable on COUNTY'S account in connection with the management and operation of the Project. Such receipts will be deposited in an account, separate from all other accounts and funds, with a bank whose deposits are insured by the Federal Deposit Corporation. This account will be carried in the COUNTY'S name and designated of record as "Kents Court - Operating, John Stewart Company, FBO County of Monterey."

7. **Enforcement of Governing Documents**.
   a. Securing Compliance. CONTRACTOR will secure full compliance by each Tenant with the terms of his or her lease and/or other applicable documents. Voluntary compliance will be emphasized, and CONTRACTOR, utilizing the services of local social services agencies when available, will counsel tenants and make referrals to community agencies in cases of financial hardship or under the circumstances deemed appropriate by CONTRACTOR, to the end that involuntary termination of tenancies may be avoided to the maximum extent possible, consistent with sound management of the Project. Nevertheless, CONTRACTOR

may lawfully terminate any tenancy when, in CONTRACTOR's judgment, sufficient cause (including but not limited to nonpayment of rent) for such termination occurs under the terms of the Tenant's Lease. For this purpose, COUNTY authorizes CONTRACTOR to consult with legal counsel to file actions for eviction and assigns to CONTRACTOR the right to both file unlawful detainer actions in CONTRACTOR's own name to recover possession of units and to execute notices to vacate and judicial pleadings incident to such actions, provided that CONTRACTOR keeps COUNTY informed of such actions and follows instructions that the COUNTY may provide for the conduct of such actions. Attorney fees and other necessary costs incurred in connection with such actions will be paid out of the Operating Account as Project expenses.

b. Abiding by Requirements of Governing Agencies. CONTRACTOR and COUNTY agree to abide by all regulatory, statutory and administrative requirements of governing agencies pertaining to the Project.

8. **Maintenance and Repair**. CONTRACTOR will maintain the Project in good repair and in a condition at all times acceptable to the COUNTY including, but not limited to, cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by COUNTY (including financial limitations) in addition to those contained herein. Incident thereto, the following provisions will apply:

a. Preventive Maintenance. Special attention will be given to preventive maintenance and, to the greatest extent feasible, the services of regular maintenance employees will be used. A preventive maintenance schedule shall be developed by CONTRACTOR for approval by COUNTY. This schedule shall be updated annually.

b. Independent Contractors. Subject to the COUNTY'S prior approval, CONTRACTOR will contract with qualified independent contractors for extraordinary repairs beyond the capability of regular maintenance employees. Single repair contracts of One Thousand Dollars ($1,000) or more shall use State Prevailing wages and procedures.

c. Service Requests. CONTRACTOR will systematically and promptly receive and investigate all service requests from tenants, take such action thereon as may be justified, and will keep records of the same. Emergency requests will be received and serviced on a twenty-four (24) hour basis. Complaints of a serious nature will be reported to the COUNTY after investigation.

d. Purchasing. CONTRACTOR is authorized to purchase all materials, equipment, tools, appliances, supplies and services necessary for the proper maintenance and repair of the Project. All service contracts of One Thousand Dollars ($1,000) or more shall use State Prevailing wages and procedures.

e. Prior Approval of COUNTY of Expenditures Above Threshold. Notwithstanding any of the foregoing provisions, the prior approval of the COUNTY will be required for any expenditure which exceeds One Thousand Dollars ($1,000), in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Project, except for expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or property, or required to avoid suspension of any necessary service to the Project. In the latter event, CONTRACTOR will inform the COUNTY of the facts as promptly as possible.

f. Inspection of Units. CONTRACTOR shall have the duty to inspect all units in the Project at least annually and shall invite COUNTY to join in the inspection. Advance notice shall be given to residents as provided in the Lease Agreements and required by law.

9. **Employees**. 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. 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. CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT. 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. CONTRACTOR will determine the number, qualifications, and duties of the personnel to be regularly employed in the management of the Project in compliance with the budget. All such on-site personnel will be hired, paid, supervised, and discharged through CONTRACTOR, subject to the following conditions:

a. Duties of the Property Manager. The Property Manager will have duties of the type usually associated with this position. He/she will be directly responsible to CONTRACTOR. The Property Manager will coordinate his/her activities in the interest of good overall management of the Project.

b. Employee Compensation and Benefits. In accordance with CONTRACTOR's employment policies, the compensation (including fringe benefits) of the on-site employees will include, but not necessarily be limited to, those required by local, state and federal law; life, disability, and medical insurances; paid vacation and sick leave, and other benefits as may be provided by CONTRACTOR.

c. Project Responsibility for Compensation. CONTRACTOR is responsible for compensation (including fringe benefits) payable to the on-site employees, for all local, state, and Federal taxes and assessments (including but not limited to Social Security taxes, unemployment insurance, and workers' compensation insurance) and for any payroll processing fees and training expenses incident to the employment of such personnel. Per the budget, such costs will be paid out of the Operating Account and will be treated as Project expenses. Payment of any additional employee benefits/insurance not listed in paragraph 24.d of this Agreement are conditioned upon County consent. If County does not consent, the expense of such additional employee benefits/insurance will not be treated as, and are not recoverable as, Project expenses.

d. Compensation as a Cost to the Project. Compensation payable to the on-site employees, including fringe benefits and assessments incident to the employment of such personnel, will be borne solely by CONTRACTOR, pursuant to income derived from the Project, and will not be paid out of the CONTRACTOR's fee. Payment of any additional employee benefits/insurance not listed in paragraph 24.d of this Agreement are conditioned upon County consent. If the County does not consent, the expense of such additional employee benefits/insurance are not costs to the project and are not payable pursuant to income derived from the Project. The rental value of any dwelling unit furnished rent-free (partially or in full) to any on-site staff will be treated as a cost to the Project.

10. **Financial Accounts**. CONTRACTOR shall establish the following separate interest bearing deposit accounts for Project funds as may be required by the COUNTY: the "General Operating Account," and the "Security Deposit Account." Each of these accounts shall be fully insured by the Federal Deposit Insurance Corporation and shall be in the COUNTY'S name. These funds shall not be commingled with CONTRACTOR's funds. In collecting, handling, and disbursing these funds, CONTRACTOR shall comply with this Agreement and applicable law.

a. General Operating Account. All revenue collected pursuant to Section 6 of this Agreement (other than security deposits) shall be credited to the General Operating Account.

b. Security Deposit Account. CONTRACTOR shall deposit all tenant security deposits in the Security Deposit Account. All interest or other income earned by the Security Deposit Account shall be applied solely to the purposes of the Account or as otherwise directed by COUNTY or local law if no regulatory requirements apply. In the absence of local ordinances, state law or instructions from COUNTY, interest on the Security Deposit Account shall be transferred to the Operating Account on a regular basis. Disbursements will be made in accordance with applicable laws and regulatory restrictions.

11. Disbursements from Operating Account. It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with Attachment A, Cost Sheet, attached hereto. Prices shall remain firm for the initial year of this AGREEMENT and, thereafter, may be adjusted annually as a part of the budget process as cited in Section 12 and based upon **minor changes** in employee costs, benefits, management fee, and other fees from year to year. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

a. CONTRACTOR Will Make Certain Disbursements. From the funds collected and deposited by CONTRACTOR in the Operating Account pursuant to Section 6 above, CONTRACTOR will make the following disbursements promptly when payable:

i. Employee Compensation. Compensation, taxes and benefits payable to the employees specified in Section 9 above, and for the taxes and assessments payable to local, state, and federal agencies in connection with the employment of such personnel.

ii. CONTRACTOR Compensation. All sums otherwise due and payable by COUNTY as expenses of the Project authorized to be incurred by the CONTRACTOR under the terms of this Agreement, including compensation payable to CONTRACTOR, pursuant to Section 24 below, for its service hereunder.

b. Other Disbursements Only as Directed by the COUNTY. Except for the disbursements mentioned in Subsection 11a above, in the event of an emergency, as provided in Section 8e, funds will be disbursed or transferred from the Operating Account only as COUNTY may from time to time direct in writing.

i. COUNTY shall make an initial deposit to CONTRACTOR's General Account in the amount of $10,000 (the "Working Capital"). COUNTY shall also make monthly deposits to CONTRACTOR's General Account in the amount of $7,500 on the first of the month or the first business day after the first of the month. By the 10th of each month, the CONTRACTOR shall wire all income received directly to the COUNTY. The CONTRACTOR's General Account will be reconciled on a quarterly basis to not exceed or be less than $17,500 (the sum of the initial deposit plus one month's deposit). Based upon the reconciliation, if there is an excess of funds, CONTRACTOR shall issue excess funds to COUNTY no later than 30 days after the end of each calendar quarter. If the account is less than $17,500, CONTRACTOR shall invoice COUNTY for the amount.

ii. Invoices for all services rendered per this AGREEMENT shall be billed directly to the Economic Development Department at the following address:

168 W. Alisal Street, 3rd Floor
Salinas, CA 93901
Attention: Housing Program Manager

iii. CONTACTOR shall reference "Kents Court" and the RFP number on all invoices submitted to County via the monthly report. CONTRACTOR shall submit such invoices with the monthly report within thirty days of the month end and 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. Invoices will be paid each month from the $7,500 deposited into CONTRACTOR'S Operating Account each month.

iv. 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).

v. Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by COUNTY. Surcharges and additional fees not included the AGREEMENT must be approved by COUNTY in writing via an Amendment to this AGREEMENT.

aa. Operating Shortfalls. In the event the balance in the Operating Account is at any time insufficient to pay disbursements due and payable under Subsection 11a above, **in no event** will CONTRACTOR be required to use its own funds to pay such disbursements. CONTRACTOR will advise COUNTY immediately of any such deficiency. Any such operating shortfalls that cannot be covered by COUNTY will be considered a material breach of the Agreement and may result in the termination of the Agreement, as discussed in Section 24 below.

bb. CONTRACTOR's Right to Recover Cost of Payments to COUNTY/Project Debts. If at any time CONTRACTOR has, due to the circumstances described above and at its sole and absolute discretion, paid out of its own funds any debts due and payable by the COUNTY/Project, including but not limited to management fees and payroll expenses of personnel providing on-site services, CONTRACTOR has the right to recover the total cost of any debts paid.

12. **Annual Operating Budgets**. Annual operating budgets for the Project will be as approved by COUNTY. The first year Annual Operating Budget as approved is attached as Attachment C hereto. Except as permitted under Subsection 8e above, annual disbursements for each type of operating expenses itemized in the budget will not exceed the amount authorized by the approved budget. CONTRACTOR will prepare a recommended operating budget for each subsequent fiscal year beginning during the term of this Agreement, and will submit the same to COUNTY at least sixty (60) days before the beginning of the fiscal year. This recommended operating budget will include (i) repairs and maintenance; (ii) utilities; (iii) cleaning and janitorial services; (iv) expenditures, if any, for repairs, alterations, rebuilding, replacements, additions and/or improvements in and to the project; (v) compensation and related fringe benefits and payroll expenses for personnel providing on-site services; and (vi) other costs and expenses to be incurred in operating the Project, including, but not limited to, customary and conventional site office expenses such as copying and postage, computer hardware and software, telephone and internet access, etc. Proposed expenses not in the budget, or exceeding budget items by 10% or more which cannot be offset by savings in other parts of the budget, shall require COUNTY approval except for emergency repairs in which case CONTRACTOR shall notify COUNTY of the repair and expenditure within 3 business days.

Budget Submission and Approval Process. The COUNTY will accept or reject the proposed Annual Operating Budget and will inform CONTRACTOR of any changes in the budget within thirty (30) days of CONTRACTOR's submittal of the recommended operating budget. If COUNTY shall reject any proposed Annual Operating Budget submitted by CONTRACTOR as provided above, CONTRACTOR shall submit to COUNTY for COUNTY'S approval a new proposed Annual Operating Budget satisfying COUNTY'S rejection as aforesaid. If the proposed Annual Operating Budget is not approved before the start of the new fiscal year, CONTRACTOR shall operate, to the extent possible, under the previous year's Annual Budget.

CONTRACTOR Operating Within Annual Operating Budget. During the fiscal year (or partial fiscal year) covered by each particular Annual Operating Budget, CONTRACTOR, in the performance of its duties as provided in this Agreement, shall operate within that Annual Budget

as approved by COUNTY, and CONTRACTOR will keep the COUNTY informed of any anticipated deviation from the receipts or disbursements stated in the approved budget.

13. **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. Contractor agrees to implement reasonable technical, administrative, and physical safeguards of personally identifiable and/or legally protected tenant information, and to bear responsibility for unauthorized disclosure of the same. If Contractor uses a software service or stores tenant personal data off premises, e.g. in a "cloud" server, then Contractor shall likewise take responsibility for safeguarding the data. Contractor will bear the cost of notifying affected tenants if there is unauthorized access to their records and for liability for identity theft. If Contractor utilizes a hosted accounting software service or cloud server, etc., it shall ensure that its chosen vendor has adequate technical, administrative, and physical security safeguards in place and that the vendor will likewise bear responsibility for breach notification and liability to affected tenants for identity theft.

14. **Records and Reports**. In addition to any requirements specified in the Management Plan or in other provisions of this Agreement, CONTRACTOR will have the following responsibilities with respect to records and reports:

    a. Records. CONTRACTOR will establish and maintain a comprehensive system of records, books, and accounts in a manner satisfactory to COUNTY and in accordance with GAAP guidelines. All records, books, and accounts will be subject to examination at reasonable hours by any authorized representative of COUNTY.

    b. Reports. CONTRACTOR will furnish to COUNTY by the twentieth (20^{th}) day of each month (or such other date as agreed upon in writing by COUNTY and CONTRACTOR) the following (but not necessarily limited to):

        i. Statement of Income and Expenses. A statement of income and expenses for the previous month, with a schedule of accounts receivable and payable, balance sheet, and reconciled bank statements for the Operating Account and Security Deposit Account as of the end of the prior month.

        ii. List of Delinquent Accounts. An itemized list of all delinquent accounts, including rental accounts, as of the last day of the prior month.

        iii. Variance Report. A report comparing actual and budgeted figures for income and expenses for the prior month and year-to-date.

    c. Additional Reports.

        i. Reports as Occasionally Requested by COUNTY. CONTRACTOR will furnish such information (including occupancy reports) as may be requested by COUNTY from time to time with respect to the financial, physical, or operational condition of the Project.

            aa. Property Tax Exemption Filing. Not applicable;

15. **Fidelity Bond**. CONTRACTOR will furnish a fidelity bond in an amount in the amount of $250,000 (two hundred and fifty thousand dollars) and is conditioned to protect COUNTY against misappropriation of Project funds by CONTRACTOR and on-site and corporate employees. The

pro rata cost of this bond for on-site employees shall be paid from the Project Operating Account and the pro rata cost of this bond for CONTRACTOR's corporate employees shall be borne by CONTRACTOR. The other terms and conditions of the bond, and the surety thereon, will be subject to the approval of the COUNTY.

16. **Audits**. If COUNTY requires an audit, COUNTY must execute an engagement letter and provide a copy to CONTRACTOR before CONTRACTOR will release documents and information to the Auditor. All financial work completed by CONTRACTOR will be maintained in detailed, well-organized folders for review and audit purposes. At the end of each fiscal year, CONTRACTOR will provide the auditors with a year-end trial balance together with a complete report for the last month of the year and a year-to-date general ledger. CONTRACTOR will include in the report copies of insurance and property tax bills. CONTRACTOR will not provide schedules, lists, account analysis, or bank confirmations. CONTRACTOR will coordinate with auditors an acceptable time and office space for auditor's field work at CONTRACTOR's office. CONTRACTOR will make corporate staff available to answer questions. CONTRACTOR will release books and records to site or storage upon receipt of a complete and final audit or review and adjusting journal entries, if any.

17. **Utilities and Service Contracts**. In accordance with the operating budget for the Project, the CONTRACTOR will make arrangements for water, electricity, gas, fuel oil, sewage and trash disposal, vermin extermination, decorating, laundry facilities, computer software and services and/or licensing, internet access, fax and telephone services. The CONTRACTOR will negotiate concession agreements, maintenance and service contracts, and will execute the same, identified thereon as CONTRACTOR for COUNTY, subject to the COUNTY'S prior approval of all terms and conditions, including, but not limited to length of term and fees for such services. All said contracts shall be in the name of the Project or COUNTY and shall be the obligation of the Project/COUNTY and not the CONTRACTOR. All contracted equipment and services will survive the term of this Agreement and will remain an obligation of the Project/COUNTY and are not transferable to the CONTRACTOR.

18. **Bids and Purchase Discounts, Rebates or Commissions**. COUNTY and CONTRACTOR agree to obtain contract materials, supplies and services at the lowest possible cost and on the terms most advantageous to the Project and to secure and credit to the Project all discounts, rebates or commissions obtainable with respect to purchases, service contracts and other transactions on behalf of the Project.

Soliciting Estimates. CONTRACTOR shall solicit written cost estimates (i.e. bids) from at least three qualified contractors or suppliers for any work item which CONTRACTOR estimates will cost Two Thousand Five Hundred Dollars ($2,500) or more and for any contract or ongoing supply or service arrangement which is estimated to exceed Two Thousand Five Hundred Dollars ($2,500). CONTRACTOR agrees to accept the bid which represents the lowest responsible price taking into account the bidder's reputation for quality of workmanship or materials and timely performance, and the timeframe within which the services or goods are needed. At start-up, CONTRACTOR will bid out the various major contracts, i.e., the exterminator service, landscape, property insurance, annual audit and major vendors. All initial bids will be reviewed by COUNTY prior to execution of the contracts only if they exceed budget. All renewals of contracts will be first reviewed by the COUNTY only if they exceed budget. No contract shall exceed one (1) year in length, without prior approval from COUNTY, and contracts over one (1) year shall be terminable without penalty on thirty (30) days notice. For any contract or ongoing supply or service arrangement obtainable from more than one source and estimated to cost less than Two Thousand Five Hundred Dollars ($2,500), CONTRACTOR shall solicit verbal or written cost estimates, as necessary, to assure that the Project is obtaining services, supplies and purchases at the lowest possible estimate obtained. Copies of all required bids and documentation of all other written or verbal cost comparisons made by CONTRACTOR shall be made part of the Project's records and shall be retained for three (3) years from the date the work was completed. This documentation shall be subject to inspection by the COUNTY or its designee and CONTRACTOR agrees to submit such documentation upon request.

19. **On-Site Management Facilities**. Subject to the further agreement of COUNTY and CONTRACTOR as to more specific terms and pursuant to California law, CONTRACTOR will maintain a management office off-site and at least one on-site employee will reside in one of the dwelling units in the Project. The employee may or may not pay rent pursuant to California laws and/or Regulatory Agreements and requirements of the COUNTY.

20. **Insurance**.

a. Evidence of Coverage:

i. Prior to commencement of this 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.

ii. This verification of coverage shall be sent to COUNTY'S Contracts/Purchasing Department, unless otherwise directed. 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 CONTRACTOR.

b. 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 Best's Key Rating Guide or a company of equal financial stability that is approved by COUNTY'S Purchasing Officer.

c. 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:

i. 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.

ii. 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.

iii. 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.

iv. 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, 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.

d. Other Insurance Requirements:

i. 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 years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

ii. Each liability policy shall provide that 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.

iii. *Commercial General Liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, CONTRACTORs, 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.*

iv. Prior to the execution of this AGREEMENT by COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY'S contract administrator and COUNTY'S Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.

v. 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.

e. COUNTY is self insured and shall obtain and keep in force property insurance for the ownership and operation of the Property as rental housing.

f. CONTRACTOR has acquired project specific insurance for Kents Court to cover any and all liabilities arising from this Agreement. COUNTY is named as an Additional Insured. Policy limits are specified in Section 20. a. 3. aa.

g. General Considerations. CONTRACTOR will acquire a separate and independent liability policy separate from other CONTRACTOR liability policies. CONTRACTOR will pay premiums for Project insurance out of the Operating Account, and such premiums will be treated as operating expenses of the Project.

21. **Compliance with Governmental Orders**. CONTRACTOR will take such actions as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Project, whether imposed by Federal, state, county or municipal authority, subject, however, to the limitation stated in Subsection 8e with respect to repairs.

Notification to COUNTY. Nevertheless, CONTRACTOR shall take no such action so long as COUNTY is contesting, or has affirmed its intention to contest, any such order or requirement. CONTRACTOR will notify COUNTY in writing of all notices of such orders or other requirements within seventy-two (72) hours from the time of their receipt.

22. **Independent Contractor Language**. CONTRACTOR shall be an independent contractor and CONTRACTOR's employees shall not be employees of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc,) and all payroll-related taxes. CONTRACTOR and CONTRACTOR's employees shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein. CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County. Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements set forth in this Agreement.

23. **Nondiscrimination**. In the performance of its obligations under this Agreement, CONTRACTOR will comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, familial status, source of income, age, mental or physical disability, medical condition, AIDS or AIDS related conditions including Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat. 241), all requirements imposed by or pursuant to the Regulations of the Secretary (24 CFR, Subtitle A, Part 1) issued pursuant to that Title, regulations issued pursuant to Executive Order 11063, and Title VIII of the 1968 Civil Rights Act. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

24. **CONTRACTOR's Compensation**. CONTRACTOR will be compensated for its services under this Agreement by monthly fees, to be paid out of the Operating Account and treated as Project expenses as set forth in Attachment A. Such fees will be payable by the tenth (10th) day of each month during the term of this Agreement.

a. Management Fee. There will be a fee of Sixty dollars ($60.00) per unit per month for management services, subject to an annual increase of 3% per year or in accordance with approved budgets.

b. Bookkeeping Fee. There will be a fee of Ten dollars ($10.00) per unit per month for bookkeeping services, subject to an annual increase of 3% per year or in accordance with approved budgets.

c. Payroll Processing Fee. There will be a fee of One and One Half Percent (1.5%) of the gross payroll expense per month for payroll processing services or in accordance with approved budgets.

d. Contractor shall also receive reimbursement for expenses of the project including, but not limited to salaries/payroll including payroll taxes, workmen's' compensation, health insurance and liability insurance. Any additional employee benefits/insurance not listed are conditioned upon County consent. If County does not consent, Contractor will not be reimbursed for such benefits/insurance.

County shall pay the CONTRACTOR in accordance with the payment provision set forth in this AGREEMENT, subject to the limitations set forth in this AGREEMENT. The total amount payable by County to CONTRACTOR under this AGREEMENT for items in a. and b. is not to exceed the sum of Fifty Seven Thousand Eight Hundred Dollars ($57,800) for the base term of this Agreement. If CONTRACTOR exercises an option for one year, the total amount payable by County to CONTRACTOR under this AGREEMENT for items in a. and b. is not to exceed the sum of Seventy Eight Thousand Three Hundred Dollars ($78,300). If CONTRACTOR exercises both options, the total amount payable by County to CONTRACTOR under this AGREEMENT for items in a. and b. is not to exceed the sum of Ninety Nine Thousand Three Hundred Dollars ($99,300) for the base term plus two one-year options. Expenses that are to be reimbursed from property revenues cited in item c above shall not be considered compensation for the purposes of this Agreement.

25. Term of Agreement. This Agreement shall be in effect for a period of three (3) years, beginning on the 1st day of Ocotober, 2015, and ending on the 30th day of September, 2018, with the option of two additional one-year contracts. The term of this Agreement is subject, however, to the following conditions:

a. Voluntary Termination: This Agreement may be terminated voluntarily by either party. A minimum of one hundred twenty days (120 days) notice is required.

b. Involuntary Termination by COUNTY: This Agreement may be terminated by the COUNTY for cause in the event of material non-performance and/or breach of contract by CONTRACTOR subject, however, to the provision that CONTRACTOR shall be given notice of such failure and a reasonable opportunity to remedy the stated cause if such breach or nonperformance is capable of being remedied. Unless otherwise provided by COUNTY, a reasonable cure period shall be defined as thirty (30) days. In the event that CONTRACTOR has not demonstrated that it can remedy the failure within a reasonable time period, the Contract shall be terminated for cause with thirty (30) days written notice.

c. Involuntary Termination by CONTRACTOR.

1. Immediate Termination. This Agreement may be immediately terminated by the CONTRACTOR in the event that:

aa. Operating Shortfalls. Operating shortfalls are not covered by the COUNTY after ten (10) business days notice has been given to cure. In no event will CONTRACTOR be required to cover such shortfalls, and such shortfalls shall be deemed to constitute a material breach of the Agreement.

2. Termination Within Thirty Days. This Agreement may also be terminated by CONTRACTOR with thirty (30) days written notice to COUNTY upon the following:

aa. COUNTY'S violation or willful disregard of any material provisions of any health and safety codes or applicable Federal, State and local laws.

bb. COUNTY'S pursuit of any unlawful activity that materially affects the Project or disrupts or interferes with CONTRACTOR's ability to provide management services to the Project under the terms of this Agreement.

d. Force Majeure. Neither party will be responsible for any failure to perform its obligations under this Agreement due to reasons beyond its reasonable control, such as an "act of God", war, riot, embargoes, or acts of civil or military authorities. If a party's performance will be delayed by a force majeure event, it will notify the other in writing with an estimate of the date by which its performance will be resumed and will diligently attempt to resume its performance. If the delay in performance extends for more than sixty (60) days, the other party may, by written notice, terminate this Agreement.

e. Upon Termination. Upon termination, CONTRACTOR will submit to COUNTY any financial statements required and, after the Principal Parties have accounted to each other with respect to all matters outstanding as of the date of termination, COUNTY will furnish CONTRACTOR security, in form and principal amount reasonably satisfactory to CONTRACTOR, against any undisputed obligations or liabilities CONTRACTOR may properly have incurred on behalf of the COUNTY hereunder during the term of this Agreement prior to the date of termination.

26. Rights and Remedies. 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 proceeding against any performance bond of CONTRACTOR, if any, 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.

27. Compliance with Applicable Laws. 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. 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. 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. 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.

28. Drug Free Workplace. CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

29. Interpretative Provisions.

a. The Entire Agreement. This Agreement constitutes the entire agreement between COUNTY and CONTRACTOR with respect to the management and operation of the Project, and no change will be valid unless made by supplemental written agreement, executed and approved by the Principal Parties.

b. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any of the counterparts.

30. Indemnification.

a. CONTRACTOR shall indemnify, defend, and hold harmless 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 CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

b. Indemnification of COUNTY by Contractor (CONTRACTOR) will be limited to any proceeds of the insurance policy to be secured by Contractor naming the COUNTY as additional Insured.

c. The provisions of this Section shall survive the termination of this Agreement.

31. Adjudication and Venue. 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. 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. CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

32. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and addressed to the address set forth below and shall be given by any of the following means: (a) personal service; (b) electronic communication, by facsimile (if confirmed in writing sent by registered or certified, first class mail, return receipt requested); or (c) registered or certified, first class mail, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner, as provided above. Any notice, demand or request sent pursuant to either subsection (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, and, if sent pursuant to subsection (c) shall be deemed received on the date of delivery or the date that delivery is refused by the addressee, as shown on the return receipt.

If to COUNTY:

County of Monterey
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901
ATTN: Economic Development Director
Fax #: 831-755-5398

And, if intended for CONTRACTOR:

John Stewart Company
104 Whispering Pines Drive, Suite #200
Scotts Valley, CA 95066
Fax #: 831-438-5737

IN WITNESS WHEREOF, the Principal Parties (by their duly authorized officers), have executed this Agreement on the date first above written.

COUNTY: COUNTY OF MONTEREY

SIGNATURE: _____

BY: David Spaur

TITLE: Economic Development Director

APPROVED AS TO FORM:

SIGNATURE: _____

BY: Rebecca Ceniceros

TITLE: Deputy County Counsel

CONTRACTOR:JOHN STEWART COMPANY

SIGNATURE: _____

BY: Mari Tustin

TITLE: Senior Vice President

SIGNATURE: _____

BY: DANIEL LEVINE

TITLE: SECRETARY
(may be the Sect, Asst Sec, Treas, Asst Treas, or CFO)

WITNESS:

_____
Warren Reed, Assistant Vice President

ATTACHMENT A
COST SHEET

FEES

Management Services
Contractor shall receive $60 per unit per month for an annual total of $13,680.

Payroll Processing Fees
Contractor shall receive a sum equal to 1.5% of the gross payroll expense per month with respect to employees of Contractor described below.

Bookkeeping
Contractor shall receive an annual bookkeeping fee of $2,280 per year for accounting and bookkeeping services.

REIMBURSEMENTS

Software Hosting Fee
Contractor shall receive a fee for the cost of accounting software setup and hosting services in the amount of $2,399 per year.

Gross Payroll
Gross payroll for the following employees will be billed on an hourly basis at the following rates based upon estimated hours for a total of $20,000.

Employee Category	Annual Hours	Hourly Rate	Total
On-Site Manager	650	$16.00	$10,400
Maintenance/Janitorial	640	$15.00	$ 9,600
TOTAL			$20,000

Payroll Taxes
Contractor shall receive an annual sum equal to 12% of the gross payroll expense with respect to employees of Contractor and estimated to be $1,800 per year.

Worker's Compensation Fees
Worker's Compensation fees are estimated at $1,300 per year.

Health Insurance and Other Employee Benefits
Based upon payroll, health insurance and other employee benefits are estimated at $7,800 per year.

ATTACHMENT B

HOUSING PROGRAM
RESIDENT SELECTION CRITERIA

A. Eighteen (18) units shall be designated for occupancy by low-income tenants whose annual income does not exceed 80% of the Annual Median Income (AMI).

B. One (1) unit shall be designated for occupancy by an on-site property manager.

C. Initial rents (based upon rents in effect as of March 16, 2015) shall be as follows:

Unit Size	Gross Rent	Utility Allowance	Net Rent
2 Bedroom	$892	$68	$824
3 Bedroom	$1,031	$74	$957

D. Except as otherwise initially provided herein, rent shall be based upon 60% of AMI, as published annually by HUD or HCD.

E. The term of any tenant lease, excepting the site manager's unit, shall be limited to a maximum period of one year.

ATTACHMENT C
OPERATING BUDGET

DEVELOPMENT NAME:	**Kent Courts**	**DATE: APRIL 22, 2015**	
FISCAL YEAR:	**9/1/15-8/31/15**		
Description of Account	**Account #**		
Administrative Expenses			
Marketing Rental Units	6250-0000	$	120
Miscellaneous Renting Exp.	6250-0000	$	
Credit Check Expense	6251-0000	$	840
Office Salaries	6310-0000	$	2,100
Office Supplies	631 1-0000	$	340
Postage	6311-5000	$	120
Printing	6311-6000	$	
Management Fee	6320-0000	$	13,680
Manager's Salary	6330-0000	$	10,400
Legal Expense	6340-0000	$	1,200
Audit Expense	6350-0000	$	
Bookkeeping/ Accounting Serv.	6351-0000	$	2,280
Telephone & Answering Serv.	6360-0000	$	180
Bad Debts	6370-0000	$	1,200
Conferences/Training	6390-0300	$	500
Dues & Subscriptions	6390-0600	$	
Translation Services	6390-2540	$	
Travel/Mileage Reimbursement	6390-3500	$	120
Software Hosting Services	6390-4300	$	2,399
Misc. Administrative Expenses	6390-0000	$	450
Total Admin. Expense		$	**35,929**
Utilities Expense			
Electricity	6450-0000	$	
Water	6451-0000	$	228
Gas	6452-0000	$	
Sewer	6453-0000	$	3,780
Total Utilities Expense		$	**4,008**

Operating & Maintenance Expense			
Maintenance Payroll	6510-0000	$	9,600
Repair Materials	6512-0000	$	1,400
Interior Rehab Expense	6515-1960	$	
Unit Paint Expense	6515-2100	$	600
Unit Electrical Expense	6515-2200	$	
Unit Carpeting Expense	6515-2300	$	
Door & Window Expense	6515-2400	$	
Key and Lock Expense	6515-2600	$	
Exterminating Contract	6519-0000	$	1,008
Grounds Contract	6520-3000	$	
Contract Services (Misc. Maintenance Contracts)	6520-5000	$	1,200
Garbage & Trash Removal	6525-0000	$	9,300
Grounds Supplies	6536-0000	$	
Janitorial/Cleaning Supplies	6544-0000	$	60
Heating/Cooling Repairs & Maintenance	6546-0000	$	900
Maintenance Equip./Tools	6550-0000	$	
Drapes/Blinds	6562-0000	$	
Unit Turnover/Cleaning Services	6572-0000	$	600
Misc. Operating & Maintenance Expense	6522-1000	$	
Unit Turnover/Carpet/Linoleum Replacement	6575-0000	$	
Appliances	6580-1000	$	2,750
Water Heater/Furnace Replacement	6580-2000	$	1,837
Carpet/Linoleum Replacement	6580-4000	$	4,587
Capital Improvement (other)	6580-9000	$	
Total 0 & M Expense		**$**	**36,842**
Taxes and Insurance			
Real Estate Taxes	6710-0000	$	543
Payroll Taxes	6711-0000	$	
Misc. Taxes, Licenses and Permits	6719-0000	$	3,000
Property and Liability Insurance - JSCo separate liability policy	6720-0000	$	1,900
Workmen's Compensation	6722-0000	$	1,300
Health Insurance & Other Employee Benefits	6723-0000	$	7,800
Other Insurance			
Total Taxes & Insurance		**$**	**17,172**
Total Operating Expenses		**$**	**93,951**

THE JOHN STEWART COMPANY

Date: September 17, 2018

To: County of Monterey – Housing

From: Rena MacDonell

RE: Kents Court Management Contract renewal for 2018

By the terms of the Management Contract between the County of Monterey, a political subdivision of the State of California, Owner, and the John Stewart Company, Management Agent, the term of the Management Contract (and subsequent renewals) dated October 1, 2015 expires as of September 30, 2018.

The Parties of the contract hereby agree to a Management Contract Renewal for a one-year period beginning October 1, 2018 and ending on September 30, 2019, subject to all terms and conditions in the original contract.

Agent's Compensation (Management Fee) will be $1,245.24 per month effective October 1, 2018.

The Accounting fee (Bookkeeping Fee) will be $208.00 per month effective October 1, 2018.

Overall increase of 3.0%.

The address shall be changed in Sections 11.b.ii. and 32 to read as follows:

1441 Shilling Place – North
Salinas, CA 93901
ATTN: Housing

All other terms of the contract remain the same.

Approved:

County of Monterey
Owner

9-25-18

Nicholas E. Chiulos — Date
Assistant County Administrative Officer

The John Stewart Company
Management Agent

9-19-18

Warren Reed — Date
Vice President

THE JOHN STEWART COMPANY

RECEIVED
AUG 20 2019
By

Date: August 15, 2019

To: County of Monterey – Housing

From: Rena MacDonell

RE: Kents Court Management Contract renewal for 2019

By the terms of the Management Contract between the County of Monterey, a political subdivision of the State of California, Owner, and the John Stewart Company, Management Agent, the term of the Management Contract (and subsequent renewals) dated October 1, 2015 expires as of September 30, 2019.

The Parties of the contract hereby agree to a Management Contract Renewal for a one-year period beginning October 1, 2019 and ending on September 30, 2020, subject to all terms and conditions in the original contract.

Agent's Compensation (Management Fee) will be $1,282.60 per month effective October 1, 2019.

The Accounting fee (Bookkeeping Fee) will be $214.18 per month effective October 1, 2019.

Overall increase of 3.0%.

The address shall be changed in Sections 11.b.ii. and 32 to read as follows:

168 W. Alisal Street, 3rd Floor
Salinas, CA 93901
ATTN: Housing

The amount of $7,500 in Section 11.b.i. shall be changed as follows:

"approved budgeted monthly expenses"

All other terms of the contract remain the same.

Approved:
County of Monterey
Owner

9-5-19

Anastacia Wyatt Date
Housing Program Manager

The John Stewart Company
Management Agent

8-20-19

Warren Reed Date
Vice President

MONTEREY COUNTY

COUNTY ADMINISTRATIVE OFFICE

HOUSING OFFICE

Nick Chiulos
ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Intergovernmental & Legislative Affairs

168 W. Alisal Street, 3rd Floor
Salinas CA 93901
(831) 755-5390
www.co.monterey.ca.us

Date: September 10, 2020

To: Rena MacDonell, Senior Regional Manager, The John Stewart Company

From: Anastacia Wyatt, Housing Program Manager, County of Monterey

RE: Kents Court Management Agreement renewal for 2020 (Amendment #3)

By the terms of the Management Agreement between the County of Monterey, a political subdivision of the State of California, Owner, and the John Stewart Company, Management Agent, the term of the Management Agreement (and subsequent renewals) dated October 1, 2015 expires as of September 30, 2020.

The Parties of the agreement hereby agree to a Management Agreement Renewal for a three-month period beginning October 1, 2020 and ending December 31, 2020, subject to all terms and conditions in the original agreement.

Agent's Compensation (Management Fee) shall be $1,321.00 per month effective October 1, 2020.

The Accounting Fee (Bookkeeping Fee) shall be $225.00 per month effective October 1, 2020.

Overall increase of 3.3%

The amount of $7,500 in Section 11.b.i. shall be changed to $14,000.

All other terms of the agreement remain the same.

Approved:

County of Monterey Owner	The John Stewart Company Management Agent
_____ Anastacia Wyatt Date Housing Program Manager	9-10-2020 Warren Reed Date Vice President

Monterey County

Board Report

Legistar File Number: RES 20-155

Item No.24

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

September 22, 2020

Introduced: 8/28/2020

Current Status: RMA Administration - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to:
a. Approve and authorize the Chair of the Board of Supervisors to sign an Agreement with the King City Young Farmers, a nonprofit public benefit corporation created under the laws of the State of California, to develop and maintain the Avenue of Honor Memorial within a one (1) acre area at San Lorenzo Regional Park, King City, effective September 22, 2020;
b. Approve non-standard agreement language waiving the requirement of workers' compensation insurance as all work will be performed by volunteers; and
c. Permit the Young Farmers to hold a dedication ceremony for the "Avenue of Honor" Memorial on November 11, 2020, at 11 a.m., and waive all entry fees for this dedication.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to:
a. Approve and authorize the Chair of the Board of Supervisors to sign an Agreement with the King City Young Farmers, a nonprofit public benefit corporation created under the laws of the State of California, to develop and maintain the Avenue of Honor Memorial within a one (1) acre area at San Lorenzo Regional Park, King City, effective September 22, 2020;
b. Approve non-standard Agreement language waiving the requirement of workers' compensation insurance as all work will be performed by volunteers; and
c. Permit the Young Farmers to hold a dedication ceremony for the "Avenue of Honor" Memorial on November 11, 2020, at 11 a.m., and waive all entry fees for this dedication.
(Attachment A-Board of Supervisors Referral No. 2020.08)

SUMMARY/DISCUSSION:
On July 28, 2020, the Board approved an area within San Lorenzo Regional Park to locate the new Avenue of Honor Memorial and made a finding that the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301. Staff was directed to work with the Young Farmers to develop an Agreement to install and maintain improvements within the approved area. The proposed Agreement to develop and maintain the one-acre Avenue of Honor Memorial is provided as Attachment B for Board consideration. The site where the memorial will be located is depicted in Exhibit A of the Agreement; the proposed site plan and associated improvements are delineated in Exhibit B. The Board approved the name "Avenue of Honor" for the main entry road into San Lorenzo Park as part of the original project. The Chair of the Board of Supervisors authorized staff to bring this matter directly to the full Board.

Approval of the proposed Agreement will allow the Young Farmers to install, maintain, and replace,

as needed, site improvements for the Avenue of Honor Memorial commemorating South County Military personnel killed in action in foreign wars. The community-build project under the County's Volunteer Program will be staffed by willing volunteers donating their time to install the improvements that were planned, designed, developed, and funded by the Young Farmers. Accordingly, it is recommended that the standard requirement of workers' compensation insurance be waived as volunteers will perform all work. In its place during the course of work, the Young Farmers shall maintain a General Liability Insurance Policy. Additionally, the location of the approved site lends itself to future expansion as a memorial facility; therefore, staff recommends that the number of plaques allowed not be limited as in the former Agreement.

The improvement plans for the memorial site consist of:

- An accessible 10-foot-wide pathway from existing parking lot to memorial area
- Sitting Benches to be placed along the pathway
- One (1) entrance sign, 4-foot high by 6-foot wide, placed by the pathway
- Granite Memorial Plaques (affixed to 4-foot-high standards)
- One (1) Donor Recognition Sign (located in the southeast corner of project area)
- Three stones each 4-foot wide; outside left and right stones 5-foot high, and center stone 6-foot high. The stones will include black granite plaques (3-foot wide by 4-foot high).
- One (1) Battlefield Cross Statue
- Flagpoles with flags representing the five branches of the military, the U.S. and California State flags, and the Prisoner-of-War flag.

The Board is asked to approve and authorize the Chair of the Board to sign the Agreement with Young Farmers to develop and maintain the Avenue of Honor Memorial at San Lorenzo Regional Park; approve the non-standard agreement language waiving the requirement of workers' compensation insurance as all work will be performed by volunteers; and approve and permit the activity and waive all related fees (e.g., facility use, guest entry).

OTHER AGENCY INVOLVEMENT:

RMA-Parks staff is working primarily with Young Farmers and Veterans of Foreign Wars (VFW) on the planning, design, and development of the Avenue of Honor Memorial. County Counsel reviewed and approved the proposed Agreement between Monterey County and Young Farmers as to form; Risk Management reviewed and approved the required insurance clause for the Agreement. Monterey County Agricultural Rural Life Museum (MCARLM) was consulted regarding the proposal. If approved by the Board, Staff will continue to work with the Young Farmers and community volunteers on the project and assist with the dedication ceremony on November 11, 2020.

FINANCING:

The initial estimated replacement cost for the project, $12,500, was completely funded by outside parties consisting of a $500 contribution from an anonymous donor; $6,000 from Young Farmers; and $6,000 from the Monterey County Parks Foundation, a separate, non-profit entity. Staff understands that the Young Farmers will fully fund remaining project costs to relocate the plaques and all costs associated with the installation, repair, restoration, replacement, and ongoing maintenance above and beyond typical maintenance provided by RMA-Parks staff. Accordingly, no use of County General

Funds is anticipated. RMA-Parks is providing in-kind staff support for the design, development, and final placement of the memorial plaques and will assist with the dedication ceremony planned for November 11, 2020, if the Board approves and permits the activity and waives all entry fees (estimated at $500). Prioritization of this in-kind support may impact RMA-Parks availability of resources to address existing responsibilities.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This recommendation supports the Board of Supervisors' Administration and Infrastructure Strategic Initiatives. Fostering a spirit of cooperation with the local community by working with a non-profit organization to provide this Avenue of Honor memorial reflects well on local government as well as promotes the County Park facility by providing an additional educational attraction that will bring visitors to the park while enhancing pride in the local community by honoring its members that offered the greatest sacrifice in service to their country.

___ Economic Development
_X_ Administration
___ Health & Human Services
_X_ Infrastructure
___ Public Safety

Prepared by: John Akeman, Park Planning Manager (831) 755-4911
Reviewed by: Shawne Ellerbee, Assistant Director of Resource Management Agency
Approved by: Carl P. Holm, AICP, RMA Director

Attachment A-Board of Supervisors Referral 2020-08
Attachment B-King City Young Farmers Agreement for Avenue of Honor Memorial
Attachment C-Draft Resolution
(Attachments are on file with the Clerk of the Board)

Monterey County

Board Report

Legistar File Number: RES 20-155

Item No.

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

September 22, 2020

Introduced: 8/28/2020
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a resolution to:
a. Approve and authorize the Chair of the Board of Supervisors to sign an Agreement with the King City Young Farmers, a nonprofit public benefit corporation created under the laws of the State of California, to develop and maintain the Avenue of Honor Memorial within a one (1) acre area at San Lorenzo Regional Park, King City, effective September 22, 2020;
b. Approve non-standard agreement language waiving the requirement of workers' compensation insurance as all work will be performed by volunteers; and
c. Permit the Young Farmers to hold a dedication ceremony for the "Avenue of Honor" Memorial on November 11, 2020, at 11 a.m., and waive all entry fees for this dedication.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to:
a. Approve and authorize the Chair of the Board of Supervisors to sign an Agreement with the King City Young Farmers, a nonprofit public benefit corporation created under the laws of the State of California, to develop and maintain the Avenue of Honor Memorial within a one (1) acre area at San Lorenzo Regional Park, King City, effective September 22, 2020;
b. Approve non-standard Agreement language waiving the requirement of workers' compensation insurance as all work will be performed by volunteers; and
c. Permit the Young Farmers to hold a dedication ceremony for the "Avenue of Honor" Memorial on November 11, 2020, at 11 a.m., and waive all entry fees for this dedication.
(Attachment A-Board of Supervisors Referral No. 2020.08)

SUMMARY/DISCUSSION:
On July 28, 2020, the Board approved an area within San Lorenzo Regional Park to locate the new Avenue of Honor Memorial and made a finding that the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301. Staff was directed to work with the Young Farmers to develop an Agreement to install and maintain improvements within the approved area. The proposed Agreement to develop and maintain the one-acre Avenue of Honor Memorial is provided as Attachment B for Board consideration. The site where the memorial will be located is depicted in Exhibit A of the Agreement; the proposed site plan and associated improvements are delineated in Exhibit B. The Board approved the name "Avenue of Honor" for the main entry road into San Lorenzo Park as part of the original project. The Chair of the Board of Supervisors authorized staff to bring this matter directly to the full Board.

Approval of the proposed Agreement will allow the Young Farmers to install, maintain, and replace, as needed, site improvements for the Avenue of Honor Memorial commemorating South County

Military personnel killed in action in foreign wars. The community-build project under the County's Volunteer Program will be staffed by willing volunteers donating their time to install the improvements that were planned, designed, developed, and funded by the Young Farmers. Accordingly, it is recommended that the standard requirement of workers' compensation insurance be waived as volunteers will perform all work. In its place during the course of work, the Young Farmers shall maintain a General Liability Insurance Policy. Additionally, the location of the approved site lends itself to future expansion as a memorial facility; therefore, staff recommends that the number of plaques allowed not be limited as in the former Agreement.

The improvement plans for the memorial site consist of:

- An accessible 10-foot-wide pathway from existing parking lot to memorial area
- Sitting Benches to be placed along the pathway
- One (1) entrance sign, 4-foot high by 6-foot wide, placed by the pathway
- Granite Memorial Plaques (affixed to 4-foot-high standards)
- One (1) Donor Recognition Sign (located in the southeast corner of project area)
- Three stones each 4-foot wide; outside left and right stones 5-foot high, and center stone 6-foot high. The stones will include black granite plaques (3-foot wide by 4-foot high).
- One (1) Battlefield Cross Statue
- Flagpoles with flags representing the five branches of the military, the U.S. and California State flags, and the Prisoner-of-War flag.

The Board is asked to approve and authorize the Chair of the Board to sign the Agreement with Young Farmers to develop and maintain the Avenue of Honor Memorial at San Lorenzo Regional Park; approve the non-standard agreement language waiving the requirement of workers' compensation insurance as all work will be performed by volunteers; and approve and permit the activity and waive all related fees (e.g., facility use, guest entry).

OTHER AGENCY INVOLVEMENT:

RMA-Parks staff is working primarily with Young Farmers and Veterans of Foreign Wars (VFW) on the planning, design, and development of the Avenue of Honor Memorial. County Counsel reviewed and approved the proposed Agreement between Monterey County and Young Farmers as to form; Risk Management reviewed and approved the required insurance clause for the Agreement. Monterey County Agricultural Rural Life Museum (MCARLM) was consulted regarding the proposal. If approved by the Board, Staff will continue to work with the Young Farmers and community volunteers on the project and assist with the dedication ceremony on November 11, 2020.

FINANCING:

The initial estimated replacement cost for the project, $12,500, was completely funded by outside parties consisting of a $500 contribution from an anonymous donor; $6,000 from Young Farmers; and $6,000 from the Monterey County Parks Foundation, a separate, non-profit entity. Staff understands that the Young Farmers will fully fund remaining project costs to relocate the plaques and all costs associated with the installation, repair, restoration, replacement, and ongoing maintenance above and beyond typical maintenance provided by RMA-Parks staff. Accordingly, no use of County General Funds is anticipated. RMA-Parks is providing in-kind staff support for the design, development, and

final placement of the memorial plaques and will assist with the dedication ceremony planned for November 11, 2020, if the Board approves and permits the activity and waives all entry fees (estimated at $500). Prioritization of this in-kind support may impact RMA-Parks availability of resources to address existing responsibilities.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This recommendation supports the Board of Supervisors' Administration and Infrastructure Strategic Initiatives. Fostering a spirit of cooperation with the local community by working with a non-profit organization to provide this Avenue of Honor memorial reflects well on local government as well as promotes the County Park facility by providing an additional educational attraction that will bring visitors to the park while enhancing pride in the local community by honoring its members that offered the greatest sacrifice in service to their country.

___ Economic Development
_X_ Administration
___ Health & Human Services
_X_ Infrastructure
___ Public Safety

Prepared by: John Akeman, Park Planning Manager (831) 755-4911
Reviewed by: Shawne Ellerbee, Assistant Director of Resource Management Agency
Approved by: Carl P. Holm, AICP, RMA Director

Attachment A-Board of Supervisors Referral 2020-08
Attachment B-King City Young Farmers Agreement for Avenue of Honor Memorial
Attachment C-Draft Resolution
(Attachments are on file with the Clerk of the Board)

Attachment A

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Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept. Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
21	2020.06	1/28/2020	Parker	RMA	Holm	3/10/2020	Install speed limit signs on West Camp/Watkins Gate Roads	This is a request for Public Works to install a speed limit sign on West Camp Road heading toward Watkins Gate Road, and a second sign on Watkins Gate Road immediately after the intersection with East Garrison Road. There is only one speed limit sign indicating a 25 mph zone, and it is on the downhill portion of West Camp Road immediately before Reservation Road. Drivers who are cutting through East Garrison on the perimeters roads have been observed driving 50 mph before reaching the only speed limit sign towards the end of that route. Since there are homes on only one side of the street, drivers may be unaware that it is considered a residential zone with a slower speed limit. Staff will provide a memorandum on this matter by May 5, 2020.	Pending
22	2020.07	2/4/2020	Lopez	RMA	Holm	3/17/2020	Consider Amending Wireless Communication Facilities Noticing Requirements	The referral seeks to amend cell phone tower notification requirements by expanding the current parameter. For noticing requirements, new towers require a discretionary permit and all discretionary permits have a notice requirement of 300 feet from the property boundary where the tower will be located. Current noticing requirements can lead rural communities to be unaware of possible new cell phone towers in their community. Staff will provide a presentation to the Board on May 5, 2020.	Pending
23	2020.08	2/4/2020	Lopez	RMA	Holm	3/17/2020	Avenue of Honors Memorial Display in San Lorenzo Park	The Avenue of Honor memorial located in San Lorenzo Park in King City has deteriorated over time and the King City Young Farmers would like to partner with Monterey County in its restoration and relocation. The Avenue of Honor needs to be restored and relocated to another location within the park where it can be viewed and appreciated in the manner it was intended. Restoration and relocation will add another positive feature to San Lorenzo Park where the community can come together. Staff will provide a presentation to the Board on April 21, 2020.	Pending
24	2020.09	2/25/2020	Lopez	CAO	Chiulos	3/24/2020	Murals at the Government Center	Partner with the Arts Council of Monterey County to create murals on the walls of the stairways at the County Government Center located at 168 West Alisal. Staff will provide a Board report and presentation in May 2020.	Pending
25	2020.10	2/25/2020	Phillips	RMA/Health	Holm/Jimenez	3/17/2020	Funding and Implementing a Litter Pickup Program	This referral seeks to reactivate the Litter Abatement Program and to explore options for a partnership with one or more local non-profit or for-profit organization to address reports of litter and dumping in a more timely manner. Staff will provide a presentation to the Board on April 28, 2020.	Pending
26	2020.11	3/3/2020	Lopez & Alejo	CAO	Woods		Investigate the feasibility and viability of the creation of a public bank to serve our local government needs.	The referral seeks for staff to investigate the feasibility and viability of the creation of a public bank to serve our local government needs, while not competing with our local and national banking institutions. Recently passed state legislation, AB 857, allows for the establishment of ten public banks in California to address the needs of California local governments. The referral requests a status reports on the matter until completed.	Pending
27	2020.12	3/3/2020	Phillips & Adams	CAO/RMA	Vega/Holm		Consider funding options to increase the Pavement Condition Index of County roads to at least a "Fair" standard over the next ten years.	The referral seeks to establish funding for a program to increase the condition of our county roads over the next ten years that will reduce long term capital expenses. The referral requests a presentation to the Board in one month.	Pending

Completed by Executive Assistant on March 20, 2020

MONTEREY COUNTY PARKS
AGREEMENT FOR THE AVENUE OF HONOR MEMORIAL
AT SAN LORENZO REGIONAL PARK

THIS Agreement, is entered into and made effective as of September 22, 2020 by and between the COUNTY OF MONTEREY, a political subdivision of the State of California ("County"), and the King City Young Farmers, a California nonprofit public benefit corporation created under the laws of the State of California, hereafter referred to as "Young Farmers".

A. WHEREAS, the COUNTY owns and operates San Lorenzo Regional Park located in King City, California, hereafter referred to as "Park" and,

B. WHEREAS, the County retains sole control of the Park and reserves the right to determine the use, and to use all or any portion of Park for Park and Recreation purposes at its sole discretion, and,

C. WHEREAS, the County, through this Agreement, shall authorize the King City Young Farmers (Young Farmers) to install, maintain, and replace, as needed, site improvements for the Avenue of Honor Memorial to commemorate South County Military personnel killed in action in foreign wars;

D. WHEREAS the Agreement includes non-standard agreement language waiving the requirement of workers' compensation insurance as all work will be performed by volunteers;

E. WHEREAS, site improvements are to be located within the approved area and include:

- An accessible 10-foot-wide pathway from existing parking lot to memorial area
- Sitting Benches to be placed along the pathway
- One (1) entrance sign, 4-foot high by 6-foot wide, placed by the pathway
- Granite Memorial Plaques (affixed to 4-foot-high standards)
- One (1) Donor Recognition Sign (located in the southeast corner of project area)
- Three stones each 4-foot wide; outside left and right stones 5-foot high, and center stone 6-foot high. The stones will include black granite plaques (3-foot wide by 4-foot high).
- One (1) Battlefield Cross Statue
- Flagpoles with flags representing the five branches of the military, the U.S. and California State flags, and the Prisoner-of-War flag.

F. WHEREAS, the County shall permit the Young Farmers to hold a dedication ceremony for the "Avenue of Honor" Memorial on November 11, 2020, at 11 a.m., waiving all costs.

NOW, THEREFORE, the parties mutually agree as follows:

I. COUNTY promises and agrees to:
   A. Permit the Young Farmers and their community volunteers under the County's Volunteer Program to install improvements to be located within the area shown in Exhibit A. The types of site improvements are noted in Exhibit B.
   B. Continue to provide in-kind staff support to the Young Farmers, including regular on-going maintenance for the memorial plaques.
   C. Waive the requirement of Worker's Compensation insurance due to the fact that volunteers are performing all work.
   D. Retain the name "Avenue of Honor" for the main entry road into the park;
   E. Allow the Young Farmers to hold a dedication ceremony for the "Avenue of Honor" on November 11, 2020 at 11:00 a.m., permit the activity and waive all entry fees.

II. Young Farmers promise and agree to:
   A. Submit final site design plans for the Avenue of Honor Memorial showing associated improvements, including layout, identification of improvements and locations prior to installation for approval by the County.
   B. Design, construct and install all site improvements associated with the Avenue of Honor Memorial at no cost to the County.
   C. Coordinate with the County Park staff, on the date for installation of improvements two (2) weeks prior to the start of the project.
   D. Provide full ownership of the developed site improvements that are a part of the Avenue of Honor Memorial under this Agreement with the Young Farmers.
   E. Promptly and diligently maintain, repair, restore, or replace as required all damages to the Avenue of Honor Memorial, including associated site improvements.
   F. Abide by all County rules, regulations and policies. This includes, but is not limited to, all rules, regulation and limitations on the use of County property.
   G. Maintain in force Commercial general liability Insurance as follows:

      Insurance Coverage Requirements. Without limiting Young Farmer's duty to indemnify, Young Farmer's shall maintain during the course of work, a policy or policies of insurance with the following minimum limits of liability:

      1. 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 complete operations, with a combined single limit for bodily injury and property damage of not less than $1,000,000.00 per occurrence; and

General 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, all such insurance shall be written on an occurrence basis. The liability policy shall provide that the County 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.

Commercial general liability policy shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured 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 Insured shall not be called upon to contribute to a loss covered by the Young Farmer's insurance.

The Young Farmer's 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 of 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.

H. To indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's 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 Young Farmer's performance, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. Young Farmer's performance includes Young Farmer's action or inaction and the action or inaction of Young Farmer's officer's employees, agents, and subcontractors.

While this Agreement is in force, the Young Farmers may not commit or authorize any of the following acts:

1. The transfer, sale or assignment of this Agreement or any interest herein to any person, company or partnership, nor sub-assign any functions or portion of this permit without prior written approval from the Board of Supervisors of the County of Monterey.
2. The change or alteration of Park terrain or drainage systems, changes to exiting Park facilities or

cutting, removing or destroying any vegetation, turf and/or trees without the prior written approval from the County.

3. Discrimination against any person or persons because of race, creed, color, sex or national origin.

I. It is mutually understood and agreed:
   a. This Agreement shall be subject to revocation by either party, without cause, at any time, upon giving 90-day notice thereof to the other party.
   b. That notice to County shall be delivered to as follows:
      Monterey County Parks
      1441 Schilling Place, South 2nd Floor
      Salinas, California 93901-4527
      (831) 755-4800

That notice to the Young Farmers shall be delivered to as follows:
King City Young Farmers
P.O. Box 712
King City, CA 93930, (831) 970-3143

J. That no amendment to this Agreement shall be valid or binding unless made in writing and duly authorized on behalf of both parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year written below.

COUNTY OF MONTEREY

By:_____
Board of Supervisors
Date:_____

Approved as to Form
By:_____
County Counsel
Date:_____

Approved as to Liability Provisions
By:_____
Risk Management
Date:_____

YOUNG FARMERS

By: _____ Brian Entrekin (Sep 14, 2020 12:43 PDT)
King City Young Farmers
Name and Title: Brian Entrekin
President
Date: Sep 14, 2020

By: Alex Gourley Alex Gourley (Sep 14, 2020 13:04 PDT)
King City Young Farmers
Name and Title: Alex Gourley
Treasurer
Date: Sep 14, 2020

cutting, removing or destroying any vegetation, turf and/or trees without the prior written approval from the County.

3. Discrimination against any person or persons because of race, creed, color, sex or national origin.

I. It is mutually understood and agreed:
   a. This Agreement shall be subject to revocation by either party, without cause, at any time, upon giving 90-day notice thereof to the other party.
   b. That notice to County shall be delivered to as follows:
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   1441 Schilling Place, South 2nd Floor
   Salinas, California 93901-4527
   (831) 755-4800

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King City, CA 93930, (831) 970-3143

J. That no amendment to this Agreement shall be valid or binding unless made in writing and duly authorized on behalf of both parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year written below.

COUNTY OF MONTEREY

By:_____
Board of Supervisors
Date:_____

Approved as to Form
By: Brian Briggs (Sep 14, 2020 15:03 PDT)
County Counsel
Date: Sep 14, 2020

Approved as to Liability Provisions
By: Leslie Girard (Sep 14, 2020 15:03 PDT)
Risk Management
Date: Sep 14, 2020

YOUNG FARMERS

By:_____
King City Young Farmers
Name and Title:_____

Date:_____

By:_____
King City Young Farmers
Name and Title:_____

Date:_____

cutting, removing or destroying any vegetation, turf and/or trees without the prior written approval from the County.

3. Discrimination against any person or persons because of race, creed, color, sex or national origin.

I. It is mutually understood and agreed:
   a. This Agreement shall be subject to revocation by either party, without cause, at any time, upon giving 90-day notice thereof to the other party.
   b. That notice to County shall be delivered to as follows:
      Monterey County Parks
      1441 Schilling Place, South 2nd Floor
      Salinas, California 93901-4527
      (831) 755-4800

   That notice to the Young Farmers shall be delivered to as follows:
      King City Young Farmers
      P.O. Box 712
      King City, CA 93930, (831) 970-3143

J. That no amendment to this Agreement shall be valid or binding unless made in writing and duly authorized on behalf of both parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year written below.

COUNTY OF MONTEREY

By:_____
Board of Supervisors
Date:_____

Approved as to Form
By:_____
County Counsel
Date:_____

Approved as to Liability Provisions
By:_____
Risk Management
Date:_____

YOUNG FARMERS

By:_____
King City Young Farmers
Name and Title:_____
_____
Date:_____

By:_____
King City Young Farmers
Name and Title:_____
_____
Date:_____

Exhibit A

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San Lorenzo Regional Park, Avenue of Honor Memorial

Boundary Area for location of Avenue of Honor Memorial

N

0 100

Feet

Date: 9/11/

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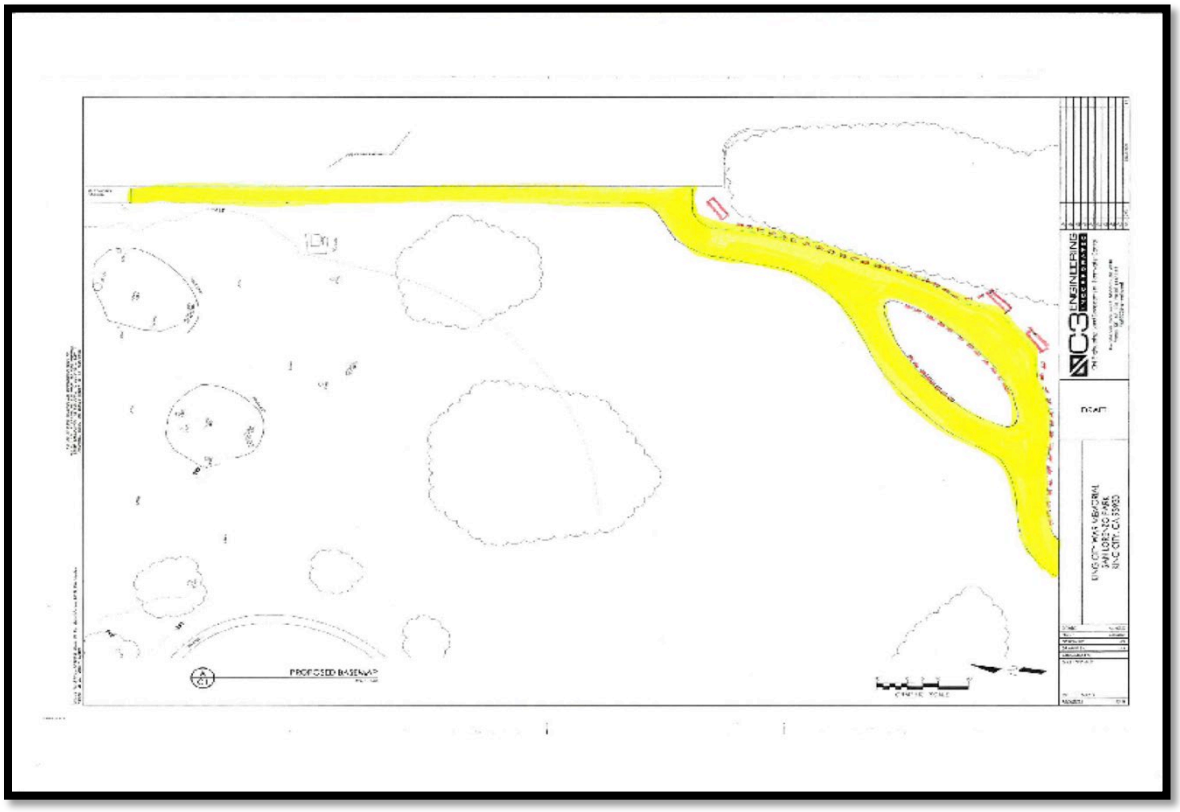
Exhibit B

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Attachment E

Avenue of Honor Memorial – Site Design and Associated Improvements

- Site Design
- One (1) entrance sign, 4 ft. in height by 6 ft. wide, will be placed near the entry to the pathway.
- Veteran Recognition Granite Plaques (to be affixed to 4 ft. Standards).
- One (1) Donor Recognition Wall (to be located in the south east corner of the project)
- Three stones each 4 ft. in width, the outside left and right stones are 5 ft. in height, and the center Stone 6 ft. in height. The stone will include black granite donor plaques (3 ft. wide by 4 ft. tall).
- One (1) Battle Field Cross Statue



Boulder Designs

PROOF 2 for Avenue of Honor, 1/20/2020



* NOTE THAT NO TWO BOULDERS ARE THE SAME. *ALL FONTS AND IMAGES MAY VARY SLIGHTLY ON COMPLETED PRODUCT. PROOFS SHOWN ARE NOT EXACT REPRESENTATIONS AND LIKE ALL NATURAL MATERIALS VARIATION IS NORMAL.



Boulder Designs

PROOF 1 for AOH, 8/20/2020



* NOTE THAT NO TWO BOULDERS ARE THE SAME. *ALL FONTS AND IMAGES MAY VARY SLIGHTLY ON COMPLETED PRODUCT. PROOFS SHOWN ARE NOT EXACT REPRESENTATIONS AND LIKE ALL NATURAL MATERIALS VARIATION IS NORMAL.



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Attachment C

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Before the Board of Supervisors
County of Monterey, State of California

Resolution No. 20-____

Adopt a Resolution to:
a. Approve and authorize the Chair of the Board of Supervisors to sign an Agreement with the King City Young Farmers, a nonprofit public benefit corporation created under the laws of the State of California, to develop and maintain the Avenue of Honor Memorial within a one (1) acre area at San Lorenzo Regional Park, King City, effective September 22, 2020;
b. Approve non-standard agreement language waiving the requirement of workers' compensation insurance as all work will be performed by volunteers; and
c. Permit the Young Farmers to hold a dedication ceremony for the "Avenue of Honor" Memorial on November 11, 2020, at 11 a.m., and waive all entry fees for this dedication

WHEREAS, the County of Monterey (County) owns and operates San Lorenzo Regional Park located in King City, California, hereafter referred to as "Park";

WHEREAS, the County retains sole control of the Park and reserves the right to determine the use, and to use all or any portion of Park for Park and Recreational purposes at its sole discretion;

WHEREAS, the County, through this Agreement, shall authorize the King City Young Farmers (Young Farmers) to install, maintain, and replace, as needed, site improvements for the Avenue of Honor Memorial to commemorate South County Military personnel killed in action in foreign wars;

WHEREAS the Agreement includes non-standard agreement language waiving the requirement of workers' compensation insurance as all work will be performed by volunteers;

WHEREAS, site improvements are to be located within the approved area and include:

- An accessible 10-foot-wide pathway from existing parking lot to memorial area
- Sitting Benches to be placed along the pathway
- One (1) entrance sign, 4-foot high by 6-foot wide, placed by the pathway
- Granite Memorial Plaques (affixed to 4-foot-high standards)

- One (1) Donor Recognition Sign (located in the southeast corner of project area)
- Three stones each 4-foot wide; outside left and right stones 5-foot high, and center stone 6-foot high. The stones will include black granite plaques (3-foot wide by 4-foot high).
- One (1) Battlefield Cross Statue
- Flagpoles with flags representing the five branches of the military, the U.S. and California State flags, and the Prisoner-of-War flag.

WHEREAS, the County shall permit the Young Farmers to hold a dedication ceremony for the "Avenue of Honor" Memorial on November 11, 2020, at 11 a.m., waiving all costs.

NOW, THEREFORE, based on the above recitals, findings, and the administrative record as a whole, be it resolved by the Board of Supervisors of the County of Monterey as follows:

a. Approve and authorize the Chair of the Board of Supervisors to sign an Agreement with the King City Young Farmers, a nonprofit public benefit corporation created under the laws of the State of California, to develop and maintain the Avenue of Honor Memorial within a one (1) acre area at San Lorenzo Regional Park, King City, effective September 22, 2020;
b. Approve non-standard agreement language waiving the requirement of workers' compensation insurance as all work will be performed by volunteers;
c. Permit the Young Farmers to hold a dedication ceremony for the "Avenue of Honor" Memorial on November 11, 2020, at 11 a.m., and waive all entry fees for this dedication.

PASSED AND ADOPTED upon this 22nd day of September 2020, by roll call vote:

AYES: Supervisors
NOES:
ABSENT:
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 of Minute Book for the meeting on September 22, 2020.

Dated: September 22, 2020
File Number: RES 20-
Agenda Item:

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

By _____
Deputy

Introduced: 9/2/2020

Current Status: RMA Administration - Consent

Version: 1

Matter Type: General Agenda Item

a. Adopt Plans and Special Provisions for the Nacimiento Lake Drive Bridge, Project No. 2202; and
b. Authorize the Resource Management Agency Director to advertise the "Notice to Bidders" in the Monterey County Weekly and El Sol De Salinas.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Adopt Plans and Special Provisions for the Nacimiento Lake Drive Bridge, Project No. 2202; and
b. Authorize the Resource Management Agency Director to advertise the "Notice to Bidders" in the Monterey County Weekly and El Sol De Salinas.

SUMMARY/DISCUSSION:

The Nacimiento Lake Drive Bridge Replacement Project (Project), County Bridge No. 449 will construct a new bridge on Nacimiento Lake Drive over the San Antonio River to replace the existing bridge. The project is located southwest of the community of Bradley, in southern Monterey County.

The existing bridge has one (1) lane and was determined to be seismically deficient and is programmed to be replaced under the State Seismic Retrofit Program. The new bridge will be a two (2) lane concrete box girder bridge located downstream and adjacent to the existing bridge. The new bridge will also improve the alignment of the approach roadways. The existing truss bridge will be removed after the new bridge has been constructed.

The project is located southwest of the community of Bradley, in southern Monterey County and is a major route to the recreational areas at San Antonio Lake and Nacimiento Lake.

In compliance with the California Environmental Quality Act (CEQA), the Monterey County Resource Management Agency (RMA) filed a Final Environmental Impact Report (EIR) on December 1, 2016. Caltrans, as the designated lead for the National Environmental Policy Act (NEPA), determined that the Project is categorically excluded from having to prepare an Environmental Assessment (EA) or an Environmental Impact Statement (EIS). Caltrans approved the NEPA Categorical Exemption/Categorical Exclusion Determination on May 30, 2016.

The bid opening is set for October 29, 2020 at 3:00 pm in the Board of Supervisors Chambers, Monterey County Administration Building, 168 West Alisal Street, 1st Floor, Salinas, California 93901. Project construction is scheduled to begin in early 2021.

Adopting the Plans and Special Provisions and authorizing the RMA to advertise the Project, will allow the RMA to proceed with the construction phase of the Project and solicit construction bids. RMA will return to the Board after opening bids and determining the lowest responsible bidder to award the Project.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel-Risk Manager, and Auditor-Controller's Office have reviewed and approved the Special Provisions as to form, insurance and indemnification provisions, and fiscal provisions.

FINANCING:
The total estimated project cost, including engineering design, environmental documentation and permitting, right-of-way, utility relocation, and construction is $10,860,353. The project is largely funded by the Federal Highway Administration's (FHWA) Highway Bridge Program (HBP) in the amount of $8,478,294. The project is also funded by State Seismic Funds, Measure X, and the Road Fund. There are sufficient appropriations adopted in the FY 2020-21 Road Fund 002, Appropriation Unit RMA 012 Budget to finance the construction phase of the project.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Project will replace the existing one (1) lane bridge on Nacimiento Lake Drive Bridge with a new two (2) lane bridge utilizing an improved alignment to provide a safer passage across the San Antonio River for motorists. The recommended action supports the following Board of Supervisors' Strategic Initiative:

__ Economic Development
__ Administration
__ Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Douglas Poochigian, P.E. Civil Engineer (831) 755-4888
Reviewed by: Randell Y. Ishii, M.S., P.E., P.T.O.E., RMA Chief of Public Works
Approved by: Carl P. Holm, RMA Director

The following attachments are on file with the Clerk of the Board:
Attachment A: Location
Attachment B: Project Budget
Attachment C: Specifications Book 1 & Book 2

Introduced: 9/2/2020 **Current Status:** Agenda Ready

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

a. Adopt Plans and Special Provisions for the Nacimiento Lake Drive Bridge, Project No. 2202; and
b. Authorize the Resource Management Agency Director to advertise the "Notice to Bidders" in the Monterey County Weekly and El Sol De Salinas.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Adopt Plans and Special Provisions for the Nacimiento Lake Drive Bridge, Project No. 2202; and
b. Authorize the Resource Management Agency Director to advertise the "Notice to Bidders" in the Monterey County Weekly and El Sol De Salinas.

SUMMARY/DISCUSSION:

The Nacimiento Lake Drive Bridge Replacement Project (Project), County Bridge No. 449 will construct a new bridge on Nacimiento Lake Drive over the San Antonio River to replace the existing bridge. The project is located southwest of the community of Bradley, in southern Monterey County.

The existing bridge has one (1) lane and was determined to be seismically deficient and is programmed to be replaced under the State Seismic Retrofit Program. The new bridge will be a two (2) lane concrete box girder bridge located downstream and adjacent to the existing bridge. The new bridge will also improve the alignment of the approach roadways. The existing truss bridge will be removed after the new bridge has been constructed.

The project is located southwest of the community of Bradley, in southern Monterey County and is a major route to the recreational areas at San Antonio Lake and Nacimiento Lake.

In compliance with the California Environmental Quality Act (CEQA), the Monterey County Resource Management Agency (RMA) filed a Final Environmental Impact Report (EIR) on December 1, 2016. Caltrans, as the designated lead for the National Environmental Policy Act (NEPA), determined that the Project is categorically excluded from having to prepare an Environmental Assessment (EA) or an Environmental Impact Statement (EIS). Caltrans approved the NEPA Categorical Exemption/Categorical Exclusion Determination on May 30, 2016.

The bid opening is set for October 29, 2020 at 3:00 pm in the Board of Supervisors Chambers, Monterey County Administration Building, 168 West Alisal Street, 1st Floor, Salinas, California 93901. Project construction is scheduled to begin in early 2021.

Adopting the Plans and Special Provisions and authorizing the RMA to advertise the Project, will allow the RMA to proceed with the construction phase of the Project and solicit construction bids. RMA will return to the Board after opening bids and determining the lowest responsible bidder to award the Project.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel-Risk Manager, and Auditor-Controller's Office have reviewed and approved the Special Provisions as to form, insurance and indemnification provisions, and fiscal provisions.

FINANCING:
The total estimated project cost, including engineering design, environmental documentation and permitting, right-of-way, utility relocation, and construction is $10,860,353. The project is largely funded by the Federal Highway Administration's (FHWA) Highway Bridge Program (HBP) in the amount of $8,478,294. The project is also funded by State Seismic Funds, Measure X, and the Road Fund. There are sufficient appropriations adopted in the FY 2020-21 Road Fund 002, Appropriation Unit RMA 012 Budget to finance the construction phase of the project.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Project will replace the existing one (1) lane bridge on Nacimiento Lake Drive Bridge with a new two (2) lane bridge utilizing an improved alignment to provide a safer passage across the San Antonio River for motorists. The recommended action supports the following Board of Supervisors' Strategic Initiative:

__ Economic Development
__ Administration
__ Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Douglas Poochigian, P.E. Civil Engineer (831) 755-4888
Reviewed by: Randell Y. Ishii, M.S., P.E., P.T.O.E., RMA Chief of Public Works
Approved by: Carl P. Holm, RMA Director

The following attachments are on file with the Clerk of the Board:
Attachment A: Location
Attachment B: Project Budget
Attachment C: Specifications Book 1 & Book 2

Attachment A

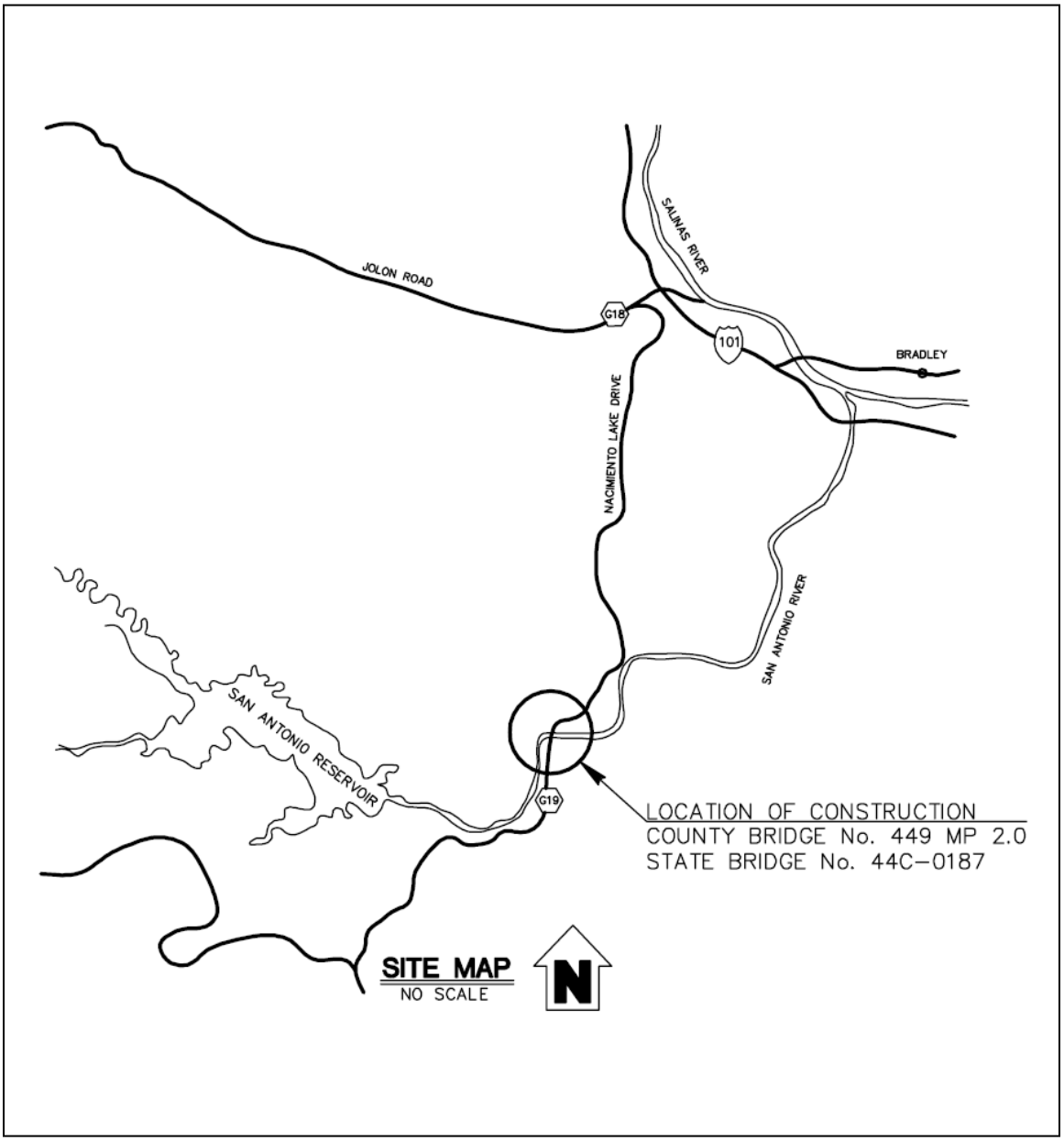
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ATTACHMENT A

MONTEREY COUNTY
RMA - PUBLIC WORKS AND FACILITIES
NACIMIENTO LAKE DRIVE BRIDGE
REPLACEMENT PROEJCT
PROJECT NO. 2202

COUNTY BRIDGE NO. 449; STATE BRIDGE NO. 44C0009

LOCATION MAP



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Attachment B

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ATTACHMENT B

COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY – PUBLIC WORKS, PARKS & FACILITIES
NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT PROJECT,
COUNTY BRIDGE NO. 449, STATE BRIDGE NO. 44C-0009,
PROJECT NO. 2202,
FEDERAL AID PROJECT NO. STPLZ-5944 (040)

PROJECT BUDGET

Design Engineering/Environmental		$2,433,217
Right-of-Way/Utilities		$600,456
Construction Management		$1,680,337
Construction		$6,146,342
Construction Contract – Engineer's Estimate	$5,587,584	
10% Contingency	$558,758	
TOTAL ESTIMATED PROJECT COST:		**$10,860,352**

REVENUE

Federal Funds	
Federal Highway Administration (FHWA) - Highway Bridge Program (HBP) (88.53%)	$8,4,78,293
State Funds	
Seismic Funds (11.47%)	$969,462
Local Funds	
Measure X	$920,047
Road Fund	$492,550
TOTAL:	**$10,860,352**

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Attachment C

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MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

PUBLIC WORKS, FACILITIES AND PARKS

BOOK ONE

NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)

September 2020

BOARD OF SUPERVISORS
COUNTY OF MONTEREY
STATE OF CALIFORNIA

Chris Lopez, Chair

Jane Parker — Luis A. Alejo
John M. Phillips — Mary Adams

Charles McKee, Chief Administrative Officer

RESOURCE MANAGMEMENT AGENCY

Carl Holm, Resource Management Agency Director

NOTICE TO BIDDERS AND SPECIAL PROVISIONS

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS 2018, THE STANDARD PLANS 2018, INCLUDING ISSUED REVISED STANDARD PLANS AND REVISED STANDARD SPECIFICATIONS. THE CURRENT LABOR SURCHARGE EQUIPMENT RENTAL RATES, OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, BUSINESS AND TRANSPORTATION AGENCY; THE CURRENT GENERAL PREVAILING WAGE DETERMINED BY THE DIRECTOR OF INDUSTRIAL RELATIONS IS ON FILE WITH THE DEPARTMENT OF PUBLIC WORKS.

APPROVED AS TO FORM

Mary Grace Perry — Digitally signed by Mary Grace Perry Date: 2020.09.03 11:53:13 -07'00'

MARY GRACE PERRY
Deputy County Counsel
Date: September 3, 2020

APPROVED AS TO INDEMNITY/ INSURANCE LANGUAGE

LESLIE J. GIRARD
County Counsel-Risk Manager
Date: 9/10/20

APPROVED AS TO FISCAL TERMS

GARY K GIBONEY

GARY GIBONEY
Chief Deputy Auditor Controller
Date 9-10-2020

The Special Provisions contained herein have been prepared by or under the direction of the following registered persons.

Douglas Poochigian P.E.

Douglas Poochigian *Date*



M Harms

Mahvash M. Harms *Date*



Bala Rajappan *Date*



July 29, 2020

Gary Parikh *Date*



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FORM FHWA-1022 144

STANDARD PLANS LIST

The Standard Plan sheets applicable to this Contract include, but are not limited to, those indicated below. The Standard Plans of 2018 and the Revised Standard Plans, which apply to this Contract, are included as attachments to these Special Provisions.

GENERAL ROAD WORK

MISCELLANEOUS

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Lines and Symbols (Sheet 1 of 5)
A10B	Lines and Symbols (Sheet 2 of 5)
A10C	Lines and Symbols (Sheet 3 of 5)
A10D	Lines and Symbols (Sheet 4 of 5)
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EXCAVATION AND BACKFILL

A62A	Excavation and Backfill – Miscellaneous Details
A62B	Limits of Payment for Excavation and Backfill – Bridge Surcharge and Wall
A62C	Limits of Payment for Excavation and Backfill – Bridge
A62D	Excavation and Backfill – Concrete Pipe Culverts
A62F	Excavation and Backfill – Metal and Plastic Culverts

SURVEY MONUMENTS

A74	Survey Monuments

MIDWEST GUARDRAIL SYSTEM – CONNECTION DETAILS AND TRANSITION RAILING TO BRIDGE RAILINGS, ABUTMETENTS AND WALLS

A77U1	Midwest Guardrail System - Connections to Bridge Railings without Sidewalks Details No. 1
A77U2	Midwest Guard Rail System - Connections to Bridge Railings without Sidewalks Detail No 2
A77L1	Midwest Guard Rail System Standard Railing Section (Wood Post with Wood Block)
A77M1	Midwest Guard Rail System Standard Hardware
A77N1	Midwest Guard Rail System Wood Post and Wood Block Details
A77Q1	Midwest Guard Rail System Typical Layouts for Structure Approach
A77Q4	Midwest Guard Rail System Typical Layouts for Structure Departure

FENCES

A86	Barbed Wire and Wire Mesh Fences
RSP A86D	Barbed Wire and Wire Mesh Fence – Miscellaneous Details

DRAINAGE INLETS, PIPE INLETS AND GRATES

D73B	Precast Drainage Inlets – Types G1, G2, G3, G4, G5 and G6
D73C	Precast Drainage Inlets – Types G1, G2, G3, G4, G5 and G6
RSP D77A	Grate Details No. 1

RSP D77B Grate Details No. 2

TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN

T1A Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B Temporary Crash Cushion, Sand Filled (Bidirectional)
T2 Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3A Temporary Railing (Type K)
T3B Temporary Railing (Type K)

TEMPORARY WATER POLLUTION CONTROL

T51 Temporary Water Pollution Control Details (Temporary Silt Fence)
T52 Temporary Water Pollution Control Details (Temporary Straw Bale Barrier)
T53 Temporary Water Pollution Control Details (Temporary Cover)
T54 Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
T55 Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
T56 Temporary Water Pollution Control Details (Temporary Fiber Roll)
T57 Temporary Water Pollution Control Details (Temporary Check Dam)
T58 Temporary Water Pollution Control Details (Temporary Construction Entrance)
T59 Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
T60 Temporary Water Pollution Control Details (Temporary Reinforced Silt Fence)
T61 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T62 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T63 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T64 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T65 Temporary Water Pollution Control Details (Temporary Fence (Type ESA)

BRIDGE DETAILS

RSP BO-1 Bridge Details
BO-3 Bridge Details
BO-5 Bridge Details
BO-13 Bridge Details

RETAINING WALLS

B3-1A Retaining Wall Type 1 (Case 1)

JOINT SEALS

B6-21 Joint Seals (Maximum Movement Rating = 2”)

BOX GIRDER DETAILS

B7-1 Box Girder Details

UTILITY OPENING

RSP B7-10 Utility opening – Box Girder

CAST-IN-PLACE POST-TENSIONED GIRDER

B8-5 Cast-In-Place Post-Tensioned Girder Details

STRUCTURE APPROACH – TYPE EQ (10)

B9-4	Structure Approach – Type EQ (10)
B9-5	Structure Approach – Slab Details

ROADSIDE SIGNS

RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
RS4	Roadside Signs, Typical Installation Details No. 4

COUNTY OF MONTEREY
PUBLIC WORKS AND FACILITIES

NOTICE TO BIDDERS

Sealed bids will be received at the OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF MONTEREY, 168 W. ALISAL STREET 1ST FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS CA 93902-1728), until **3:00 p.m., on October 29, 2020**, for the

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944()

as shown on the plans, at which time they will be publicly opened and read in the Board of Supervisors' Board Chambers.

The work to be done consists, in general the replacement and upgrade of existing bridge rail and bridge rail approaches to current State Standards, including but not limited to clearing and grubbing, and traffic control. The Engineer's Estimate for the construction costs is $6,349,200

The County of Monterey affirms that in any Contract entered into pursuant to this advertisement, disadvantage business enterprise will be afforded full opportunity to submit bids in response to this invitation

The DBE Contract goal is Seventeen percent (17%).

For the Federal training program, the number of trainees or apprentices is 6

The Bidder shall possess either a valid Class "A" license at the time of the Contract award.

A bidder's bond, issued by an admitted corporate surety company in an amount equal to at least ten percent (10%) of the amount bid, must accompany the bid.

The successful bidder shall furnish a payment bond and a performance bond each in the amount of one hundred percent (100%) of the Contract.

The Contract Documents are available ELECTRONICALLY and can be downloaded for free at the following Monterey County website: http://www.co.monterey.ca.us/publicworks/bids.htm. Plan holders must register before they can view or download the documents. A copy of the electronic files on compact-disc (CD) is also available at MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY PUBLIC WORKS & FACILITIES, 1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA 93901 for a nonrefundable fee of $5.00. The electronic files can be used to print the project plans, project specifications, and other such documents at various printing companies.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the County, or Counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and are available at the Public Works, Facilities and Parks, 1441 Schilling Place, 2nd Floor, Salinas, CA 93901, and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/DLSR/PWD.

Pursuant to Labor Code section 1771.1(a), a Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any Contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to Public Contract Code Section 22300, the Contractor may substitute securities for any moneys withheld by the County to ensure performance under the Contract.

Attention is directed to the Federal minimum wage rate requirements in the Special Provision. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should call the U.S. Department of Transportation (1-800-424-9071) “hotline,” between 8:00 a.m. and 5:00 p.m., and report these activities.

The County reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Date: September 4, 2020

RANDELL ISHII, M.S., P.E.
CHIEF OF PUBLIC WORKS
COUNTY OF MONTEREY

RESOURCE MANAGEMENT AGENCY
PUBLIC WORKS, FACILTIES AND PARKS
COUNTY OF MONTEREY
STATE OF CALIFORNIA

SPECIAL PROVISIONS

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)

DIVISION I GENERAL PROVISIONS

1 GENERAL

1-1.03 Replace *Reserved* with:

1-1.03 SPECIFICATIONS AND PLANS:

The work embraced herein shall be done in accordance with the Standard Specifications and Standard Plans, of 2018, of the State of California, Department of Transportation, as revised, insofar as the same may apply and in accordance with the following Special Provisions:

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions. The listing of certain salient sections from the Standard Specifications and these Special Provisions shall not in any way relieve the Contractor of complying with each and every section of the Standard Specifications.

Revisions to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02 "Contract Components" of the Standard Specifications. Whenever either the term "Standard Specifications is revised" or the term "Standard Specifications are revised" is used in the Special Provisions, the indented text or table following the term shall be considered Revised Standard Specifications. In case of conflict between such revisions and the Standard Specifications, the revision shall take precedence over and be used in lieu of the conflicting portions.

1-1.03A INTERPRETATION OF STANDARD SPECIFICATIONS:

For the purpose of this Contract, certain terms or pronouns in place of them used throughout the Standard Specifications, shall be interpreted as follows: Attention is directed to Section 1, "Definition and Terms," of the Standard Specifications and these Special Provisions:

1.13 Replace *Reserved* with:

1-1.13 DEFINITIONS:

The following terms defined in Section 1-1.07, "Definitions," of the Standard Specifications shall be interpreted to have the following meaning and intent:

State: County of Monterey

Department:	Monterey County Resource Management Agency
Director:	Chair of the Board of Supervisors
Engineer:	Resource Management Agency Deputy Director of Public Works, Facilities, and Parks, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Highway:	Roadway

1-1.13A DEFINITIONS IN SPECIAL PROVISIONS:

Whenever in the Special Provisions and other Contract documents, the following terms, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Board of Supervisors:	The governing body of the County of Monterey
Caltrans:	California Department of Transportation
County:	The County of Monterey, a political subdivision of the State of California
Clerk of the Board:	The Clerk of the Monterey County Board of Supervisors
Director of Public Works:	Resource Management Agency Deputy Director of Public Works, Facilities, and Parks.
Attorney General:	County Counsel-Risk Manager of Monterey County
Laboratory:	Any established laboratory designated by the Engineer to test materials and work involved in the Contract.
Owner:	County of Monterey
Authorized Material List:	Caltrans prequalified products list
Standard Plans	2018 Standard Plans and Revised Standard Plans of the State of California, Department of Transportation
Standard Specifications	2018 Standard Specifications and Revised Standard Specifications of the State of California, Department of Transportation
Business day:	Day on the calendar except a Saturday, Sunday, and a holiday
PLAC:	Permits, licenses, agreements, certifications, and approvals

1-1.13B STATE HOLIDAYS:

Attention is directed to definition of **holiday** in Section 1-1.07B "Glossary" of the Standard Specifications.

2 BIDDING

2-1.05 Replace *Reserved* with:

2-1.05 GENERAL:

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions which he/she/it must observe in the preparation and the submission of the bid.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found in the Bid Form, Book Two. Bidder's security in the form of cashier's check or certified check shall be made payable to the County of Monterey.

In conformance with Public Contract Code Section 7106, a Noncollusion Declaration is included in the Bid Form, Book Two. Signing the Bid shall also constitute signature of the Noncollusion Declaration.

This Contract will require a Class "A" Contractor's license.

2.1.08 Replace *Reserved* with:

2-1.08 JOB SITE AND DOCUMENT EXAMINATION:

The bidder shall examine carefully the site of the work contemplated, the specifications, and the proposal and Contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the Contract.

Plans of existing bridges available to the Contractor are reproductions of record documents that may or may not have significant changes noted on working drawings and do not necessary show normal construction tolerances and variances. Where dimensions of new construction required by this contract are dependent on the dimensions of existing bridges, the Contractor shall verify the controlling field dimensions and shall be responsible for adjusting dimensions of the work to fit existing conditions.

The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site as well as from the specifications made a part of the Contract.

All bidder inquiries about the meaning or intent of the Contract Documents submitted to the Engineer shall be in writing. Replies to the inquiries will be in the form of addenda and will be mailed, faxed, or delivered to all parties recorded by the Engineer as having received the bidding documents. Issued addenda shall be considered as part of the Contract Documents. Bidder inquiries received less than ten (10) days prior to the date of bid opening will not be answered. Oral and other interpretations or clarifications will be without legal effect.

The County assumes no responsibility for conclusions or interpretations made by a bidder or Contractor based on the information or data made available by the County. The County does not assume responsibility for representations made by its officers or agents before the execution of the

Contract concerning surface or subsurface conditions, unless that representation is expressly stated in the Contract.

No conclusions or interpretations made by a bidder or Contractor from the information and data made available by the County will relieve a bidder or Contractor from properly fulfilling the terms of the Contract.

2-1.08A SUPPLEMENTAL PROJECT INFORMATION:

The County makes the following supplemental project information available at the website

https://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma-/public-works-facilities/projects-out-to-bid

- Existing Bridge As-Built Drawings
- Foundation Report
- Location Hydraulic Study
- Bridge Hydraulic Study
- Asbestos and Lead-Containing Paint Survey Report
- Limited Site Investigation Report
- Environmental Impact Report
- Mitigation and Monitoring Plan
- NMFS Concurrence Letter
- Environmental Permits

The County makes the following supplemental project information available on the project plans:

- Log of Test Borings

Replace *Reserved* in Section 2-1.11with:

2-1.11 SUBCONTRACTORS LIST:

Each bid shall have listed therein the name and address of each Subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of his/her/its total bid or $10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code.

The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

A sheet for listing the Subcontractors, as required herein by law, is included in the Bid.

Replace *Reserved* in Section 2-1.13 with:

2-1.13 DISADVANTAGE BUSINESS ENTERPRISE (DBE):

Replace Section 2-1.12, "Disadvantage Business Enterprise," of the Standard Specifications for Federal Aid Contract with the following:

Under 49 CFR 26.13(b):

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted 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.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these Special Provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase 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.
- Sixty percent (60%) counts if the materials or supplies are obtained 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. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal (CT Standard Spec 2-1.12B(2))

Submit the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the second low bidder, and the third low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the fifth calendar day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within five (5) calendar days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the fifth calendar day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the second and third bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer 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

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency will release the amount withheld upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your 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.

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.

8. Listed DBE voluntarily withdraws with written notice from the Contract

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 Contract.

11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with five (5) days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One (1) or more of the reasons listed in the preceding paragraph.

2. Notices from you to the DBE regarding the request.

3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Construction Contract* DBE *Commitment* form unless it is performed or supplied by the listed DBE or an authorized substitute.

Replace *Reserved* in Section 2-1.44 with:

2-1.44 BID OPENING:

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

2-1.44A BID RIGGING:

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours seven (7) days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

3 CONTRACT AWARD AND EXECUTION

3-1.01A GENERAL:

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of Contract.

3-1.04A CONTRACT AWARD:

If the Agency awards the Contract, the award is made to the lowest responsible and responsive bidder.

In lieu of Section 3-1.04, “Contract Award,” of the Standard Specification, insert the following:

Bidders who wish to lodge a protest as to the award of the bid must do so before 5:00 p.m. of

the fifth business day following the notice of intent to award the Contract. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to: MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY PUBLIC WORKS, FACILITIES AND PARKS TO THE ATTENTION OF THE PROJECT MANAGER/1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA 93901-2438. Protests may be hand-delivered or sent via facsimile [(831)755-4958], certified United States Postal Services (USPS) mail, or E-mail to the attention of the project manager. [The Project Manager's E-mail address may be obtained by calling (831) 755-4800.] Bid protests must include the project name and project number, a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest, any documentation supporting the protestor's grounds for the protest, and the form of relief requested and the legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and E-mail address.

If a valid protest is timely filed, the Department shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to any Public Works, Facilities & Parks requests to provide additional information. The Department shall respond to the protesting party, stating its finding. The Department Director shall make a recommendation to the Board regarding the bid protest.

The award of the Contract, if it be awarded, will be to the lowest responsible bidder within ninety (90) days after bid opening, whose bid complies with all the requirements prescribed.

In determining the lowest "responsible" Bidder, consideration shall be given to the general competency of Bidder in regard to the work covered by the bid.

The Contract shall be executed by the successful bidder and shall be returned, together with the Contract bonds and insurance certificates, to the MONTEREY COUNTY RESOURCE MANAGEMENT PUBLIC WORKS, FACILITIES AND PARKS so that it is received within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received the Contract for execution. Failure to do so shall be just cause for forfeiture of the bid guaranty. The executed Contract documents shall be delivered to the following address:
MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY PUBLIC WORKS, FACILITIES, AND PARKS, 1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA, 93901-2438.

3-1.05A CONTRACT BONDS (PUB. CONT. CODE 10221 AND 10222):

In lieu of the second paragraph in Section 3-1.05 "Contract Bonds (Public Contract Code Sections10221 and 10222)" of the Standard Specifications, the following shall be inserted:

2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least one hundred percent (100%) of the total bid.

The two (2) bonds shall be written by an admitted corporate surety.

3-1.06A CONTRACTOR LICENSE:

Attention is directed to the provisions in Section 3-1.06, "Contractor License" of the Standard Specification for federal-aid contract.

The Contractor must be properly licensed as a Contractor from Contract award through Contract

acceptance (Public Contract Code § 10164).

Replace *Reserved* in Section 3-1.09 with:

3-1.09 CONTRACTOR REGISTRATION WITH THE DEPARMENT OF INDUSTRIAL RELATIONS:

Attention is directed to Department of Industrial Relations Contractor registration for public works projects.

Pursuant to Labor Code section 1771.1(a), a Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any Contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For Contractor Registration, go to: http://www.dir.ca.gov/Public-Works/PublicWorks.html

4 SCOPE OF WORK

4-1.03A WORK DESCRIPTION

The work to be done consists, in general, of Construction of a new Concrete Box Girder Bridge as shown on the plans and described in these special provisions to current State Standards, including but not limited to clearing and grubbing, grading, bridge construction, traffic control, revegetation planting, and all work required for the items of work indicated in the Construction Contract. The new bridge will be constructed adjacent to and immediately downstream of the existing truss bridge. The existing truss bridge shall be used as a detour during construction. At the completion of the new bridge, traffic shall be rerouted onto the new bridge and the existing bridge will be removed. Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, or installed.

4-1.05D BALANCING CHANGE ORDER:

Prior to submitting for the final estimate, a balancing change order adjusting quantities to reflect those actually used during construction will be issued.

Replace *Reserved* in Section 4.1.06A General with:

4-1.06A CHANGED CONDITION:

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work

provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

2. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the Engineer will evaluate the contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations

shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the Engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term "significant change" shall be construed to apply only to the following circumstances:

    - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
    - When a major item of work, as defined elsewhere in the contract, is increased in excess of one hundred twenty five percent (125%) or decreased below seventy five percent (75%) of the original contract quantity, any allowance for an increase in quantity shall apply only to that portion in excess of one hundred twenty five percent (125%) of the original contract item quantity, or in case of a decrease below seventy five percent (75%), to the actual amount of work performed.

^^

5 CONTROL OF WORK

Replace *Reserved* in Section 5-1.05 with:

5-1.05 ORDER OF WORK:

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

Advance Information Sign as shown on the plans shall be placed at least fourteen (14) days before begin construction.

Temporary fences or temporary K-rail with screen shall be constructed prior to removal of any access control fences. The Contractor shall in all cases protect the integrity of the access control along the right of way when removing fences.

The Engineer, as a first order of work, shall establish communication with impacted cities, water companies, cable companies, AT&T, PG&E, and Exxon Mobil prior to performing any work with, over, and adjacent to their facilities. The Contractor will inform the Engineer in writing of

the intention of the Contractor to conduct work that may impact the utilities.

Contractor, as first order of work, shall provide the necessary insurance before performing any work for Monterey County.

Replace *Reserved* in Section 5-1.10 with:

5-1.10 CONTRACTOR'S RESPONSIBLILITY FOR SUBCONTRACTING:

Attention is directed to Section 5-1.13, "Subcontracting" of the Standard Specifications.

No subcontract releases the Contractor from the Contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code Section 4100 et seq., the County of Monterey may exercise the remedies provided under Public Contract Code Section 4110. The County of Monterey may refer the violation to the Contractors State License Board as provided under Public Contract Code Section 4111.

The Contractor shall perform work equaling at least thirty percent (30%) of the value of the original total bid with the Contactor's own employees and equipment, owned or rented, with or without operators.

Replace *Reserved* in Section 5-1.13E with:

5-1.13E DISADVANTAGE BUSINESS ENTERPRISES (DBE) RECORDS:

Attention is directed to the requirements specified in Section 5-1.13B(1), "General" of the Standard Specifications.

Replace Section 5-1.26 with:

5-1.26 CONSTRUCTION SURVEYS:

The Department is not responsible for placing stakes and marks under Chapter 12, "Construction Surveys", of the Department's Survey Manual. Set any stakes or marks required for this Project, throughout construction. The Engineer will provide the control points identified on the Project Plans.

Verify the accuracy of all construction or construction staking and notify the Engineer of inconsistencies that may affect the lines and grades.

Preserve stakes and marks placed. If the stakes or marks are destroyed, you are responsible to replace them.

Construction Surveys are paid for as Construction Staking.

Add between the 2nd and 3rd paragraphs of section 5-1.32:

Where State-owned areas have been designated for Contractor's use beneath bridge structures, comply with the following:

1. Do not store any of the following beneath structures:
   1.1 Explosives or explosive materials

1.2 Flammable or combustible materials
1.3 Incompatible materials, such as chlorine and ammonia, or batteries and fuels, in the same secondary containment facility

2. Material storage may not encroach on any of the following:
   2.1. Within 20 feet of any bridge support
   2.2 Within 10 feet of any exposed footing or pile cap
   2.3 Within a 6-foot minimum clear zone height from the bottom of superstructure to top of material storage
3. Maintain 12-foot minimum width pathways beneath each hinge, bent cap and bridge span allowing manlift vehicle access
4. Do not obstruct drainage systems

Add to the end of section 5-1.32:

5-1.32A AREAS FOR USE BY CONTRACTOR:

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

5-1.32B AREAS FOR CONTRACTOR'S USE:

Attention is directed to the requirements specified in Section 5-1.32, "Areas for Use," of the Standard Specifications and these Special Provisions.

The County right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes that are not necessary to perform the required work.

There should be adequate County owned right-of-way and temporary construction easements provided for the project for the exclusive use of the Contractor within the Contract limits. The contractor shall secure at his/her/its own expense any area required for plant sites, storage of equipment or materials, and/or for other purposes if sufficient area is not available to him/her/it within the Contract limits. Contact information of adjacent property owners will be provided by the Engineer upon request by the Contractor.

Use of the Contractor's work areas and other County owned property shall be at the Contractor's own risk, and the County shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The Contractor shall obtain encroachment permits prior to occupying County owned parcels outside the Contract limits. The required encroachment permits may be obtained from the MONTEREY COUNTY RESOURCE MANAGEMENT PUBLIC WORKS, FACILITIES AND PARKS, 1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA 93901-2438.

Residence trailers will not be allowed within the county right-of-way.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other County owned property, which he/she/it occupies and shall leave the areas in a presentable condition, in accordance with the provisions in Section 4-1.13, "Clean Up," of the Standard Specifications.

Add between the second and third paragraphs of section 5-1.36C(3):

Installation of the utilities shown in the following table requires coordination with your activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

1. Verified by a representative of the utility company.
2. Allowing at least the time shown for the utility owner to complete its work.

a. Utility Relocation and Contractor-Arranged Time for the Relocation

Utility	Utility address	Location	Working days
Overhead Electrical Lines	PG&E	West side of north/south leg of existing roadway	10
Telephone Line	AT&T	West side of north/south leg of existing roadway	10

Utility Relocation Stage 1:

Stage 1 utility relocation will be required to move the PG&E pole and electrical line from the location at the new bridge south abutment approach roadway to the new location that is along the existing bridge south abutment approach roadway shoulder. The PG&E utility relocation will occur prior to construction of the new bridge to provide overhead clearance for crane operation and to remove the existing power pole that exists in the new south approach roadway location.

Utility Relocation Stage 2:

Stage 2 utility relocation will be required to move the AT&T telephone lines into conduits placed into a bay on the left side of the new bridge and approach roadways, and the PG&E electrical lines into conduits placed in a bay on the right side of the new bridge and approach roadways. The AT&T and PG&E utility relocations will occur after the installation of the utility conduits in the new concrete box girder bridge bays and approach roadways.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
PG&E Division	1-805-546-1230
AT&T	1-805-704-3813

Additionally, ExxonMobil requires a representative to be on site during any construction activities within the vicinity of their facilities. Contractor must contact, in addition to USA notification, ExxonMobil's designated representative at (831) 627-2343 or (831) 627-2393

6:30am to 3:00pm Monday through Friday a minimum of 48 hours in advance of commencing said activities. ExxonMobil utility lines will not be relocated.

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6 CONTROL OF MATERIALS

6-1.01A GENERAL:

Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these Special Provisions.

Add to the end of 6-1.02 Department-Furnished Materials:

6-1.02A DEPARTMENT-FURNISHED MATERIALS:

All materials required to complete the work under this Contract shall be furnished by the Contractor, except as noted on the Plans.

Add to the end of 6-1.03 Local Materials:

6-1.03B SUBMITALS:

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

   I am aware local material from a noncommercial source or a source not regulated under California jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property.
3. Sampling protocol.
4. Number of samples per volume of local material.
5. Quality Assurance (QA) and Quality Control (QC) requirements and procedures.
6. Qualifications of sampling personnel.
7. Stockpile history.
8. Name and address of the analytical laboratory that will perform the chemical analyses.
9. Analyses that will be performed for lead and pH.
10. Other analyses that will be performed for possible hazardous constituents based on:
    - 10.1. Source property history.
    - 10.2. Land use adjacent to source property.
    - 10.3. Constituents of concern in the ground water basin where the job site is located.

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within seven (7) days of receiving comments. Allow seven (7) days for the review.

6-1.03B(2) ANALYTICAL TEST RESULTS

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under California jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

   The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable ninety five percent (95%) upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the Regional Water Quality Control Board (RWQCB).

2. Chain of custody of samples.
3. Analytical results no older than one (1) year.
4. Statistical analysis of the data using US EPA’s ProUCL software with a 95 percent upper confidence limit.
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location.

6-1.03B(3) SAMPLE AND ANALYSIS

Sample and analyze local material from a (1) noncommercial source or (2) source not regulated under California jurisdiction:

1. Before bringing the local material to the job site.
2. As described in the local material plan.
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846).

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under California jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000-40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste.
2. Has a pH above 5.0.
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg.
4. Is free of possible contaminants identified in the local material plan.
5. Complies with the Central Coast RWQCB basin plan for the job site location.
6 Complies with the Central Coast RWQCB water quality objectives for the job site location.

6-1.03C LOCAL MATERIAL MANAGEMENT:

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local material.

Replace *Reserved* in section 6-1.04A with:

6-1.04A BUY AMERICA:

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478

(03/24/1995)];

2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

Attention is directed to Section 6-1.04, "Buy America," of the Standard Specifications and these Special Provisions.

Add to section 6-1:

6-1.06 BUY CLEAN CALIFORNIA ACT:

6-1.06A SUMMARY:

The materials or products shown in the following table are subject to the Buy Clean California Act (Public Contract Code section 3500 et seq.):

Material or product	Material specifications
Carbon steel rebar[a]	Section 52-1.02B, "Bar Reinforcement" Excludes epoxy-coated or galvanized reinforcement uses.
Structural steel[b]	Section 55-1.02D(1), "General," – Structural Steel and Other Materials tables and Section 99, "Building Construction" For hot-rolled, plate or hollow products.
Flat glass[c]	Section 99, "Building Construction"
Mineral wool board insulation[d]	Section 99, "Building Construction"

[a]For each mill providing 20,000 pounds or more on the project.
[b]For each mill providing 5,000 pounds or more on the project.
[c]For each manufacturer providing 2,000 square feet or more on the project.
[d]For each manufacturer providing 4,000 square feet or more on the project.

For product category rules for applicable materials or products, go to the METS website. Use the product category rule in effect on the date of bid opening unless otherwise authorized. An environmental product declaration is not required for a material or product for either of the following conditions:

1. Applicable product category rule has expired without replacement as of the bid opening date.
2. Applicable product category rule was issued less than 100 days before the bid opening date.

For projects with a bid opening date before December 1, 2019, the Department collects existing environmental product declarations for applicable materials or products.

For projects with a bid opening date from December 1, 2019, through May 31, 2021, with total bid over $1 million and 175 or more original working days, submit an environmental product declaration as an informational submittal for each applicable material or product. Submit each environmental product declaration within 15 days of initial installation of the material or product.

6-1.06B DEFINITIONS:

environmental product declaration: Independently verified document created and verified under International Organization for Standardization (ISO) 14025 for Type III environmental declarations that identifies the global warming potential emissions of the facility-specific material or product through a product stage life cycle assessment.

product category rule: Program operator established rule based on the science of life cycle assessment that governs the development of the environmental product declaration for the material or product.

product stage: Boundary of the environmental product declaration that includes (1) raw material supply, (2) transportation processes, and (3) processing operations, including operations such as melting, mixing, fabrication, finishing, curing, cooling, trimming, packaging and loading for transport delivery. Commonly referred to as a "cradle-to-gate" life cycle assessment.

program operator: Independent agency that supervises and confirms the full environmental product declaration development process under ISO 14025.

raw material supply: Upstream processes which can include allocations, extraction, refinement, reclamation, handling and processing of the constituents used in producing the material or product.

transportation processes: Includes transportation of raw, reclaimed or recycled material constituents from the supplier to the gate of the manufacturer, producer or fabricator. Includes transport of related waste products.

6-1.06C SUBMITTALS:

At least 15 days before submitting environmental product declarations, you must register on the Department's Data Interchange for Materials Engineering. Follow the registration process at:

https://dime.dot.ca.gov/

Submit environmental product declarations for applicable materials or products to the Department's Data Interchange for Materials Engineering and provide PDF copies to the Engineer. Carbon steel rebar or structural steel environmental product declarations must be mill produced.

Immediately notify the Engineer if a program operator has determined their product category rule does not allow for development of a facility-specific environmental product declaration for an applicable material or product. Include written correspondence from the program operator. If the Engineer determines the development of a facility-specific environmental product declaration for an applicable material or product cannot be achieved, no environmental product declaration will be required for that specific material or product.

6-1.06D QUALITY ASSURANCE:

Not Used.

Add to end of section 6-2 Quality Assurance:

Add to section 6-2.01C:

6-2.01C(1) DEPARTMENT AUTHORIZED MATERIAL LIST:

The Department maintains list of Authorized Materials List. The Engineer shall not be precluded from sampling and testing products on the list of Authorized Materials List.

The manufacturer of products on the list of Authorized Materials List shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications for each type of product supplied.

For those categories of materials included on the list of Authorized Materials List, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Authorized Materials List, may be used in the work provided they conform to the requirements of the Standard Specifications and as approved by the Engineer.

For the Authorized Material Lists, go to: http://www.dot.ca.gov/aml/

Add to end of section 6-2.01:

6-2.01F QUALITY ASSURANCE :

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

6-2.01G RELATIVE COMPACTION:

Wherever relative compaction is specified to be determined by Test Method No. California 216 or Test Method No. California 231 the relative compaction will be determined by Test Method No. California 231.

Add to paragraph 6 of section 6-2.03A:

Baseline and updated schedules must be provided to the Engineer as indicated.

A minimum of 24 hour notice must be given to the Engineer by the Contractor prior to any required inspection. Failure to provide at least 24 hour notice may result in the Engineer rejecting the work. Notice shall include the date and time of the scheduled work requiring inspection.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace *Reserved* in section 7-1.02J with:

7-1.02J(i) LABOR NON DISCRIMINATION:

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOVERNMENT CODE SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state Contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction Contracts and subcontracts of $5,000 or more.

7-1.02J(ii) LABOR CODE REQUIREMENT:

Attention is directed to section 7-1.02K(5), "Working Hours," of the Standard Specifications.

Replace *Reserved* in section 7-1.02K(6)(f) with:

7-1.02K(6)(f) GENERAL PREVAILING WAGE RATES:

Attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the County or Counties in which the work is to be done, are available on the Internet at: http://www.dir.ca.gov/dlsr/pwd/. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The general prevailing rates of per diem, holiday, and overtime wages for each craft, classification, or type of worker needed to execute the Contract are determined in accordance with Section 1770, et. seq., of the Labor Code; and the Contractor shall comply with all applicable sections thereof.

The Contractor shall post the prevailing wage rates at the job site or as directed by the Engineer.

For Federal minimum wage rates see the website http://www.dot.ca.gov/hq/esc/oe/federal-wages/.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Replace *Reserved* in section 7-1.02K(6)(g) with:

7-1.02K(6)(g) PAYROLL RECORDS:

The Contractor's attention is directed to Section 7- 1.02K(3), "Certified Payroll Records (Labor Code 1776)," of the Standard Specifications, and to the provisions of Labor Code, Section 1776 (Stats. 1978, Chapter 1249). The Contractor shall be responsible for the compliance with these provisions

by his/her/its Subcontractors. The Contractor shall furnish the Engineer with certified payrolls and statement of benefits.

Replace *Reserved* in section 7-1.02K(6)(j)(iii) with:

7-1.02K(6)(j)(iii) EARTH MATERIAL CONTAINING LEAD

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of earth material containing lead, and TPHmo.

The TPHmo maximum concentration of 2.3 mg/kg is below the residential and commercial/industrial land use ESLs. This level of TPHmo does not make the material on the job site a hazardous waste. Material may be reused on the site.

Lead is present in earth material on the job site. Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan. The average lead concentrations are below 1,000 mg/kg total lead and below 5 mg/L soluble lead. The material on the job site:

1. Is not a hazardous waste.
2. Does not require disposal at a permitted landfill or solid waste disposal facility.

Lead and TPHmo are typically found within the top 2 feet of material in unpaved areas of the highway. Reuse all of the excavated material on the right-of-way.

Handle the material under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA
2. California RWQCB, Region – Central Coast
3. California Department of Toxic Substances Control

In accordance with Monterey Bay Unified Air Pollution Control District (MBUAPCD) also known as Monterey Bay Air Resources District (MBARD) Rule 424, written notification is required ten (10) working days prior to commencement of any demolition activity.

Replace *Reserved* in section 7-1.02M(4) with:

7-1.02M(4) SURFACE MINING AND RECLAMATION ACT:

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.04, "Use of Materials Found on the Job Site," of the Standard Specifications.

Add to end of section 7-1.04 Public Safety:

7-1.04A PUBLIC SAFETY:

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," and Section 7-1.03, “Public Convenience” of the Standard Specifications and these Special Provisions.

Add to end of section 7-1.05 Indemnification:

7-1.05D INDEMNIFICATION AND INSURANCE:

Attention is directed to Section 7-1.05, "Indemnification” and Section 7-1.06 “Insurance," of the Standard Specifications and these Special Provisions.

In addition to all the requirements in Section 7-1.06D(2) “Liability Limits/Additional Insured,” of the Standard Specifications, the following additional requirements shall be met. An Additional Insured Endorsement to the Contractor’s Liability insurance policy naming the County of Monterey, their officers, agents, and employees as additional insured’s in the form approved by the County of Monterey shall also be furnished. A copy of the approved endorsement form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. The insurance afforded to the additional insured is primary insurance and if the additional insured has other insurance that might be applicable to any loss, the amount of this insurance shall not be reduced or prorated due to the existence of such other insurance.

The Contractor’s insurer agrees to waive subrogation claims against the County of Monterey, their officers, agents, and employees.

Evidence of insurance (Contractual Liability insurance and Additional Insured Endorsement) in compliance with the requirements herein shall be furnished to the County of Monterey by the Contractor with the Certificate of Insurance in the form as approved by the County of Monterey. A copy of the approved certificate form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. Certificates of insurance shall, without any qualification thereto, contain the following statement:

Should any of the described policies be canceled, modified, or reduced in limits before the expiration date thereof, the issuing company will mail thirty days advance written notice to the named certificate holders.

The insurance shall be issued by a company or companies authorized to transact business in the State of California and shall have a rating of at least A- VII in accordance with the current Best's rating.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the State of California or County of Monterey from taking such other actions as are available to them under any other provision of this Contract (except retainage of money due to the Contractor) or otherwise in law.

Nothing in the Contract is intended to create the public or any member thereof a third-party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

Prior to the execution of this Agreement by the County, Contractor shall file certificates of insurance with the County Administrative Office Contracts/Purchasing Division and with the County Resource Management Agency, Chief of Public Works, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance

promptly after any change is made in any insurance policy that would alter the information of 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.

Add to the end of section 7-1.06 Insurance:

7-1.06J WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Attention is directed to Section 7-1.06C, "Workers' Compensation and Employer's Liability Insurance," of the Standard Specifications.

Add to end of section 7-1.11B FHWA-1273:

7-1.11B(1) FORM FHWA -1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS:

"Section VI. Subletting or Assigning the Contract" does not apply since this project is off the National Highway System (NHS).

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted 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 contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

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department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 Federal 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.

b. 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 Federal 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.

2. 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 $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

Add to the end of section 7-1.11C Female and Minority Goals:

7-1.11C(1) FEMALE AND MINORITY GOALS:

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction Contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3

178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	 11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	 16.9 18.2

For each July during which work is performed under the Contract, you and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

Add to the end of section 7-1.11D Training:

7-1.11D(1) FEDERAL TRAINEE PROGRAM:

For the Federal training program, the number of trainees or apprentices is _____6____.

This section applies if a number of trainees or apprentices is specified in the Special Provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a Contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, twenty five percent (25%) of apprentices or trainees in each occupation must be in their first year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the County of MONTEREY:

1. Number of apprentices or trainees to be trained for each classification.
2. Training program to be used.
3. Training starting date for each classification.

Obtain the County of MONTEREY approval for this submitted information before you start work. The County of MONTEREY credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman.
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training.

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The County of MONTEREY and the Federal Highway Administration (FHWA) approves a program if one of the following is met:

1. It is calculated to:
   - Meet equal employment opportunity responsibilities.
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period.
2. It is registered with the United States Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction Contracts.

   Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County of MONTEREY reimburses you eighty cents per hour of training given an employee on this Contract under an approved training program:

1. For on-site training.
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
   - Contribute to the cost of the training
   - Provide the instruction to the apprentice or trainee
   - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with this section.

   Each apprentice or trainee must:

   1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill.
   2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program.

   Furnish the apprentice or trainee with:

   1. Copy of the program you will comply with in providing the training.
   2. Certification showing the type and length of training satisfactorily completed.

Add to the end of section 7 Legal Relations and Responsibility to the Public:

7-1.12 TITLE VI ASSURANCES

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:

(1) 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.

(2) 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.

(3) 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.

(4) 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 California Department of Transportation 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 California Department of Transportation, and/or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the California Department of Transportation shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) 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 California Department of Transportation 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 California Department of Transportation 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.

Add to the end of Section 7 Legal Relations and Responsibility to the Public:

7-1.13 USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees -

1. To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of

this section to both the Contracting Officer (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20690.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.
4. Maintain records and submit reports documenting your performance under this section

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8 PROSECUTION AND PROGRESS

Replace *Reserved* in section 8-1.04C with:

8-1.04C DELAYED START:

Section 8-1.04B does not apply.

Do not start job site activities until the Department authorizes or accepts your submittal for:

1. Contractor-supplied biologist.
2. Biological resource information program.
3. CPM baseline schedule.
4. WPCP or SWPPP, whichever applies.
5. Notification of DRA or DRB nominee and disclosure statement.
6. Natural resource protection plan.
7. Contingency plan for opening closures to traffic.
8. SSPC QP certifications.

If the submittals for Contractor-supplied biologist and biological resource information program are authorized, you may enter the job site only to measure controlling field dimensions and locate utilities.

You may enter the job site only to measure controlling field dimensions and locate utilities.

Do not start other job site activities until all the submittals from the above list are authorized or accepted and the following information is received by the Engineer:

1. Notice of Materials “To Be Used” form.
2. Written statement from the vendor that the order for the sign panels has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
3. Written statement from the vendor that the order for electrical material has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
4. Written statement from the vendor that the order for structural steel has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.

Submit a notice 72 hours before starting job site activities. If the project has more than one (1) location of work, submit a separate notice for each location.

Replace *Reserved* in section 8-1.10D with:

8-1.10D BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The Contractor shall begin work within 15 calendar days of the issuance of the Notice to Proceed by the County of Monterey.

This work shall be diligently prosecuted to completion before the expiration of **THREE HUNDRED AND SIXTY (360) WORKING DAYS** beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the County of Monterey the sum of **$6,800 per day**, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

The Contractor may initiate a "Request for a Suspension of Working Days" for a period of time, or to a specified date agreed to by the Contractor and the Engineer, for the purpose of preparing shop drawings, to procure materials, and to fabricate the steel bridge barrier railing elements. The Contractor may request in writing a suspension of work during the winter months were the controlling item of work cannot be conducted due to restrictions on work within the riparian area that are listed in the Project permits, licenses, agreements, certifications, and approvals (Project PLAC). The Engineer may approve and grant the winter month suspension after negotiation and concurrence with the Contractor on the beginning and ending dates of the suspension. No on-site work will occur during the period of suspension of working days. Working Days on site shall resume after the expiration of the Suspension of Working Days.

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities;" in Section 8-1.05 "Time", and in Section 8-1.10, "Liquidated Damages;" of the Standard Specifications and these Special Provisions.

Replace section 8-1.03 Preconstruction Conference with the following:

8-1.03 PRE-CONSTRUCTION CONFERENCE:

In lieu of Section 8-1.03, "Preconstruction Conference," of the Standard Specifications, insert the following:

> A pre-construction conference will be held at the office of the MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY, 1441 SCHILLING PLACE, SOUTH 2ND FL, SALINAS, CALIFORNIA, where the "Notice to Proceed" will be issued and for the purpose of discussing with the Contractor the scope of work, Contract drawings, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

Add to section 8-1.02A Schedule the following:

8-1.02A(i) SCHEDULE:

Comply with Section 8-1.02(C), "Level 2 Critical Path Method Schedule," of the Standard Specifications, unless otherwise authorized in writing by the Engineer.

The schedule software must be Microsoft Project 2010.

Full compensation for submitting the required schedules shall be considered as included in the Contract prices paid for the various items of work involved, and no additional compensation shall be allowed therefor.

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9 PAYMENT

Add to the end of section 9-1.03 Payment Scope the following:

9-1.03A PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS:

No retainage will be held by the agency from progress payments due the prime Contractor. A prime Contractor or subcontractor shall pay any subcontractor not later than seven (7) days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The seven (7) days is applicable unless a longer period is agreed to in writing. Federal law (49CFR26.29) requires that any delay or postponement of payment over the thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

This provision applies to both DBE and non-DBE subcontractors.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

Add to the end of Section 9-1.06 Changed Quantity Payment Adjustments the following:

9-1.06E INCREASED AND DECREASED QUANTITIES:

The County reserves the right to increase, decrease or delete the quantities of items as follows:

ITEM CODE.	ITEM
160110	Temporary High-Visibility Fence
71325	Temporary Fence (Type ESA)
74029	Temporary Silt Fence
130310	Rain Event Action Plan

The adjustment provision in Section 4-1.05 "Changes and Extra Work" and Section 9-1.06 "Changed quantity Payment Adjustments" of the Standard Specifications shall not apply to the above items.

Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, or these Special Provisions, shall be performed, placed, constructed, or installed.

Add to the end of 1st paragraph of section 9-1.16B:

Submit a schedule of values for each lump sum item on the Bid Item List.

Replace *Reserved* in Section 9-1.16E(6) with:

9-1.16E(6) PROGRESS PAYMENTS AND PAYMENTS AFTER CONTRACT ACCEPTANCE:

Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17 "Payment After Contract Acceptance," of the Standard Specifications and these Special Provisions.

In lieu of Section 9-1.16C, "Materials On Hand," of the Standard Specifications, the following shall be inserted:

No progress payment will be made for any materials on hand which are furnished but not incorporated in the work.

Replace 9-1.22 Arbitration with the following:

9-1.22 ARBITRATION:

Section 9-1.22, "Arbitration," as defined in the Standard Specifications, is deleted from this Contract. In lieu of arbitration, the following shall apply (from the Public Contract Code):

A. Application of article; inclusion of article in plans and specifications (Public Contract Code Section 20104):

1a. This article applies to all public works and facilities claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a Contractor and the County of Monterey.

1b. This article shall not apply to any claims resulting from a Contract between the Contractor and the County of Monterey when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, of the Public Contract Code).

2a. "Public Work" has the same meaning as in Section 1101 of the Public Contract Code but does not include any work or improvement contracted for by the state or the Regents of the University of California.

2b. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

3. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work, which may give, rise to a claim under this article.

4. This article applies only to Contracts entered into on or after January 1, 1991.

B. Claims; requirements (Public Contract Code Section 20104.2):

For any claim subject to this article, the following requirements apply:

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

2a. For Claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

2b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

2c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

3a. For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

3b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

3c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

4. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

5. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to Section 915(a) of the Government Code until the time the claim is denied, including any period of time utilized by the meet and confer conference.

C. Procedures for civil actions filed to resolve claims (Public Contract Code Section 20104.4): The following procedures are established for all civil actions filed to resolve claims subject to this article:

1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1142.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1142.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding bought under this subdivision consistent with the rules pertaining to judicial arbitration.

2b. In addition to Chapter 2.5 (commencing with Section 1142.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contract Code Section 2104.6):

1. The County of Monterey shall not fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the Contract.

2. In any suit filed under Public Contract Code Section 20104.4, Monterey County shall pay interest at the legal rate on any judgment. The interest shall begin to accrue the date the suit is filed in a court of law.

DIVISION II GENERAL CONSTRUCTION

^^

10 GENERAL

Section 1-1.01. Use for any bid item that has an item code that does not correspond to the specification section number.

Add rows for nonstandard bid items. Use an item code that corresponds to the specification section number and add an *A* to the code (e.g., 801000A). DES-PPM-OE will convert the number to a one-time-use number.

Add to section 1-1.01 General:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
057700A	PROTECT EXISTING UTILITIES IN PLACE	05, 48
490500A	90” PERMANENT STEEL CASING (ABUT 1)	49
490500B	102: PERMANENT STEEL CASING (BENT 2)	49
703450A	18” WELDED STEEL PIPE CASING	70
729011A	ROCK SLOPE PROTECTION FABRIC (AT ABUTMENTS)	72
729011B	ROCK SLOPE PROTECTION FABRIC (CLASS 8) (AT DRAINAGE OUTLETS)	72
839700A	TEXAS CLASSIC TYPE C411 RAILING (AT RETAINING WALLS)	83
839700B	TEXAS CLASSIC TYPE C411 RAILING (AT BRIDGE STRUCTURE)	83
861020A	4” DIAMETER TYPE 3 TELEPHONE CONDUIT (AT&T)	86
861020B	6” DIAMETER TYPE 1 ELECTRICAL CONDUIT (PG&E)	86

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11 WELDING

11-2.01 GENERAL:

Add between the first and second paragraphs of section 11-2.01:

The following must comply with the specifications for welding QC:

1. PTFE Spherical Bearings

^^

12 TEMPORARY TRAFFIC CONTROL

Replace *Reserved* in section 12-3.11B(5) with:

12-3.00B(5)(a) CONSTRUCTION PROJECT FUNDING INDENTIFICATION SIGNS:

A construction Project Funding Identification (C47A (CA)) sign must comply with the policy for Construction Funding Identification signs in section 6F.109(CA) of the *California MUTCD* and specifications at: https://dot.ca.gov/programs/traffic-operations/pfi.

See the sample sign exhibit provided at the end of this special provision.

The sign must be mounted on a wood post complying with section 82-3.

The sign panels must be framed, single-sheet aluminum panels complying with section 82-2.

The background on the sign must be Type XI retroreflective sheeting. The Type XI retroreflective sheeting must be on the Authorized Material List for signing and delineation materials.

The legend must be retroreflective except for nonreflective black letters and numerals.

The legend for the type of project must read as follows:

BRIDGE CONSTRUCTION

The legend for the types of funding on a construction project funding sign must read as follows and in the following order:

HIGHWAY BRIDGE PROGRAM FEDERAL FUNDS

STATE SEISMIC RETROFIT FUNDS

MONTEREY COUNTY TRANSPORTATION FUNDS

The Engineer provides the year of completion for the legend on the sign. Install a sign overlay for the year of completion within 15 days of notification.

The legend for the year of completion on a construction project funding sign must read as follows:

YEAR OF COMPLETION 2022

Do not add information to the construction project funding sign unless authorized.

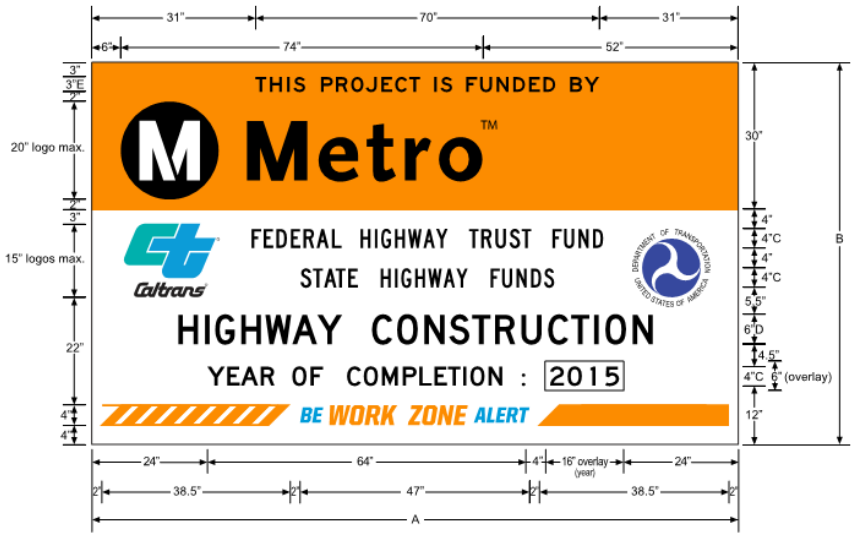
Replace *Reserved* in section 12-3.11C(3) with:

12-3.11C(3)(a) CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS:

Install 2 - 48” by 30” inch construction project funding identification signs at the location determined by the Engineer before starting major work activities visible to highway users.

Dispose of construction project funding identification signs upon completion of the project if authorized.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION



NOTES:

1. Provided dimensions are for the 132"x78" sign panel.
   For the 96"x60" sign panel, multiply each horizontal dimension of the 132"x78" sign panel by approximately 0.728 and each vertical dimension by approximately 0.769. Adjust spacing as needed.
   For the 48"x30" sign panel, multiply each horizontal dimension of the 132"x78" sign panel by approximately 0.364 and each vertical dimension by approximately 0.385. Adjust spacing as needed.
2. See Special Provisions for applicable project and fund type messages, and specify when ordering.
3. Specify the year of completion on the overlay when ordering. See Special Provisions.

C47A (CA)

ENGLISH UNITS

A	B
132	78
96	60
48	30

COLORS: LEGEND - BLACK
BACKGROUND - WHITE AND FLUORESCENT ORANGE
CT LOGO: PANTONE #299 BLUE AND PANTONE #326 TURQUOISE
FHWA LOGO: PANTONE #2747 BLUE
BE WORK ZONE ALERT RIBBON: PANTONE #299 BLUE AND ORANGE
SEE VECTOR GRAPHIC FILES FOR CT, FHWA, AND BE WORK ZONE ALERT GRAPHICS
FUNDING AGENCY GRAPHICS IN HEADER (TO BE SUPPLIED BY FUNDING AGENCY)
ALL COLORS TO BE RETROREFLECTIVE, EXCEPT FOR BLACK

8/9/19

Add to section 12-4.01C CONSTRUCTION:

Maintaining traffic shall conform to the provisions in Sections 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Do not perform work that would require a complete road closure.

Installing temporary signal system (TSS) shall conform to the provisions in section 12-3.33, "Temporary Signal Systems" of the Standard Specifications and the special provisions

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13 WATER POLLUTION CONTROL

Add to the end of section 13-1.01A:

The specifications in section 13 for water quality monitoring apply to the following work activities whenever they occur in water:

1. Rock slope protection placed along 120 feet of the southern bank and 80 feet of the northern bank.
2. Existing bridge removed and piles removed down to a minimum 3 feet below finished grade.
3. Treat the runoff generated by the 85th percentile storm event.
4. Post-project peak flow rates for the 2-year storm shall not exceed pre-project peak flow rates for the 2-year storm.
5. Minimum pipe size of 18 inches.
6. Minimum pipe capacity sized for 10-year flow.
7. Inlets spaced to prevent 10-year flow from spreading more than 1 foot into travel way.

The receiving water for this project is Salinas River.

Add to the end of section 13-2.01A:

Schedule all soil-disturbing activities, such as clearing and grubbing, roadway excavation, and embankment construction, to occur from April 15 to October 31. Deviation from this schedule may void the erosivity waiver.

Add between the fourth and fifth paragraphs of section 13-2.01C:

The following RWQCB will review the authorized WPCP:

1. Central Coast RWQCB

Add to the end of section 13-3.01A:

Add between the fourth and fifth paragraphs of section 13-3.01C(2)(a):

The following RWQCB will review the authorized SWPPP:

1. Central Coast RWQCB

Replace the paragraphs in section 13-3.01D(2) with:

Discharges of stormwater from the job site must comply with the permit issued by the Central Coast RWQCB for National Pollutant Discharge Elimination System (NPDES) Permit R3-2017-0042. The Central Coast RWQCB permit governs stormwater and non-stormwater discharges resulting from construction activities at the job site. The Central Coast RWQCB permit may be viewed at Monterey County RMA Website location listed for supplemental information.

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14 ENVIRONMENTAL STEWARDSHIP

Add to the end of section 14-1.02:

Install signs 100 feet apart along the length and at the ends of SRA-2 identifying the area as an ESA, as well as any other ESA fence areas indicated in the project plans. ESA signs must indicate "Protected Area, Keep Out" as shown in the Sign Detail of Standard Plan T65.

Add to the first paragraph of section 14-6.03A General:

This project is within or near habitat for the regulated species shown in the following table:

Regulated Species

Abbott's and Jones' Bushmallow hybrid	Loggerhead shrike
South-Central California Coast Steelhead	Yellow warbler
Monterey Roach	Tricolored blackbird
California Tiger Salamander	Western Red Bat
California Red-legged Frog	Salinas Pocket Mouse
Foothill Yellow-legged Frog	American Badger
Arroyo Toad	San Joaquin Kit Fox
Western spadefoot	Acorn woodpeckers
Western pond turtle	Red-shafted flickers
Coast horned lizard	Bewick's wrens
Silvery legless lizard	Black phoebes
San Joaquin whipsnake	Song sparrows
Bald eagle	Red-winged blackbirds
Golden eagle	Black phoebe
Burrowing owl	Pacific-slope flycatchers
Least Bell's vireo	Warbling vireos
White-tailed kite	Black-headed grosbeaks

This project includes the sensitive habitats shown in the following table:

Sensitive Habitats

Willow Riparian Scrub
Aquatic
Freshwater Emergent Wetland
California Sage Scrub
Valley Oak Riparian Woodland
Seasonal Wetlands
Mule Fat Riparian Scrub

Replace item 1 in the second paragraph of section 14-6.03A with:

1. Stop all work within the pre-determined work area buffers upon the discovery of an active nest established prior to work beginning. The work buffers shall be as shown in the following table:

Regulated species	Protective radius (feet)
Bald eagle active nest	660 feet
Golden eagle active nest	660 feet
Raptor active nest	250 feet
Active nests of migratory birds other than raptors	50 feet

Add to section 14-6.03A:

Species protection areas within the project limits are as specified in the following table:

Species Protection Areas

Identification name	Location
Western spadefoot	Entire project limits
Western pond turtle	Entire project limits
Coast horned lizard	Entire project limits
Silvery legless lizard	Entire project limits
San Joaquin whipsnake	Entire project limits
Bald eagle	Entire project limits
Golden eagle	Entire project limits
Least Bell's vireo	Entire project limits
San Joaquin kit fox	Entire project limits
American badger	Entire project limits
Migratory birds	Entire project limits
South-Central California Coast steelhead	Aquatic habitat
Monterey Roach	Aquatic habitat
SPA-1	Entire project limits
SPA-2	San Antonio River, riparian banks below top of bank and OHWM (south top of bank elev. 571 approx.) (north top of bank elev. 575 approx.)
SPA-3	San Antonio River below OHWMs (elev. 566)

Comply with the following biological resource information requirements:

1. Incidents where any individuals of steelhead trout listed by NOAA Fisheries under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the United States or structures or work in navigable waters of the United States authorized by this NWP shall be reported to NOAA Fisheries, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the San Francisco District of the U.S. Army Corps of Engineers at (415) 503-6795. The finder should leave the plant or animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure, or some unnatural cause. The finder may be asked to carry out instructions provided by NOAA Fisheries, Office of Protected Resources, to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

2. In the unlikely event that nesting least Bell's vireos are detected during such a survey, County will be notified, and will determine an appropriate buffer (typically approximately 250 feet) in consultation with the USFWS and CDFW.

3. Written results of the San Joaquin kit fox pre-construction survey will be submitted to County immediately; County will contact Caltrans which will then notify the USFWS

within five (5) days after survey completion and prior to the start of ground disturbance and/or construction activities. If a potential den is found, the qualified biologist shall determine if it is active using track plates and/or visual observation. If a natal/pupping den is discovered within the project area or within 200-feet of the project boundary, County will contact Caltrans and Caltrans shall be immediately notified and shall in turn notify the USFWS and CDFW. If the preconstruction survey reveals an active natal or pupping den or new information, Caltrans will contact the USFWS and CDFW immediately to obtain the necessary take authorization/permit. If a den is found, measures to avoid impacts to the den (including buffers and seasonal restrictions on work near the den) will be implemented, and if necessary, the foxes will be evicted after the non-breeding season. If a potential den is found, the qualified biologist shall determine if it is active using track plates and/or visual observation. Destruction of dens will not occur without prior consultation with and approval from the USFWS.

4. If a badger den is discovered in the course of preconstruction surveys for kit foxes, or at any other time during project activities, the CDFW will be consulted regarding the establishment of an appropriate disturbance free buffer around the den, as well as any other avoidance or minimization measures to be taken.

1. Steelhead and Monterey Roach (SPA-3):

1. All work within the banks of the river will occur during the dry season (roughly June 15 to October 15, although County will contact Caltrans to request Caltrans engage in or authorize consultation with NMFS to extend this period, if dry weather permits). During this time, stream flows are expected to be at annual lows to mid flows (though releases from the dam upstream will influence flow levels to some extent), and movement of steelhead through the BSA, if they are present at all, will be minimal.

2. During demolition and construction activities, netting and other structures will be installed under the existing bridge and the proposed bridge to prevent debris from entering the channel, as such debris could degrade water quality and potentially injure fish in the stream.

3. A construction personnel education program will be given by a qualified biologist before the commencement of construction to explain to construction personnel how best to avoid the accidental take of steelhead. The approved biologist will conduct a training session that will be scheduled as a mandatory informational field meeting for contractors and all construction personnel. The field meeting will include topics on species identification, life history, descriptions of habitat requirements during various life stages, review of habitat sensitivity, required practices before the start of construction and a discussion of general measures that are being implemented to conserve the species as they relate to the project, penalties for noncompliance, and boundaries of the construction area. Emphasis will be placed on the importance of the habitat and life stage requirements within the context of Project avoidance and minimization measures. Handouts, illustrations, photographs, and/or Project mapping showing areas where minimization and avoidance measures are being implemented will be included as part of this education program. Upon completion of training, employees will sign a form stating that they attended the training and understand all the conservation and protection measures. Training shall be conducted in languages other than English for workers who do not speak or understand English.

4. Project personnel will adhere to standard County and Caltrans BMPs for avoiding impacts to water quality. For example, silt fencing will be installed between any activities conducted within, or just above the edge of, the top-of-bank and the edge of the creek to prevent dirt or other materials from entering the channel.

5. A qualified biologist will be present to monitor all activities involving the placement of gravel (for temporary falsework pads) in the river, including the construction of a sandbag coffer dam to encompass the pads. The biologist will inspect the areas where these coffer dams will be constructed prior to construction and will flush any fish from the coffer dam area before in-water work begins. The coffer dam will be constructed starting from the upstream end. Just prior to completion of the coffer dam, the biologist will walk through the area within the coffer dam to flush fish out the gap in the downstream end. Once all fish have been flushed out of the work area, the coffer dam will be completed so that fish cannot re-enter this area. In the event that fish will not flush out of the coffer dam completely, the biologist will capture the fish using a seine or dipnet and relocate the fish outside of the coffer dam. If at any time an individual steelhead or Monterey Roach appears to be at risk of injury or mortality due to Project-related activities, all work will stop until the qualified biologist has flushed the individual from the work area.

6. While temporary falsework and associated pads are present within the river, a channel of free-flowing water between the pads will remain to allow fish to continue to move through the Project area.

2. Western spadefoot, western pond turtle, coast horned lizard, silvery legless lizard, San Joaquin whipsnake (SPA-1):

1. Prior to the start of construction or demolition activities, a qualified biologist will conduct a preconstruction survey for these species. If any of the above animals are found within the project area, the qualified biologist will relocate them to a suitable location outside of the project area.

2. Prior to the start of construction or demolition activities, exclusion fencing will be installed around the work area and between the work area and the water's edge where feasible. When the fence is completed, the area within the fence will be surveyed for the species described above. The qualified biologist will safely relocate any individuals of these species that are detected within the exclusion fence to a suitable location outside of the project area.

3. Each morning prior to the start of construction, a designated construction crewmember who has received training in recognizing and handling these species by the qualified biologist will search the area within the exclusion fence for amphibians and reptiles. If any individuals of these species are found, the designated crewmember will relocate those individuals to a suitable location outside of the project area.

3. Bald Eagle and Golden Eagle (SPA-1)

1. To the **extent feasible**, work will be conducted during the raptor non-breeding season (September 1 – January 31) so as to avoid causing nest abandonment due to Project-related disturbances.

2. If work must occur during the breeding season, a pre-construction survey to determine if eagles are nesting in the Project area shall be conducted by a qualified biologist. If eagles

are found to be nesting near enough to the project area to be disturbed by Project activities, a Project-specific disturbance-free buffer around the nest shall be established in consultation with the USFWS and CDFW through Caltrans. In general, a 660-ft buffer is recommended by the USFWS in these cases according to the latest National Bald Eagle Management Guidelines published by the USFWS (USFWS 2007). No new disturbance will be allowed within the designated Project-specific buffer until the eaglets have fledged or the nest has been abandoned.

4. Least Bell's vireo (SPA-1):

1. Project activities will be timed to avoid the least Bell's vireo breeding season (1 April to 31 July) to the greatest extent practicable.
2. Where vegetation is to be removed by the project, potential nesting substrates (e.g., bushes, trees, grass, and suitable artificial surfaces) that will be disturbed by the project will be removed during the non-breeding season, if feasible, to help preclude nesting.
3. If it is not feasible to schedule vegetation removal and commencement of construction activities during the non-breeding season, then pre-construction surveys for nesting birds will be conducted by a qualified ornithologist to detect any least Bell's vireos using the areas and to ensure that no nests will be disturbed during project implementation. This survey will be conducted no more than seven (7) days prior to the initiation of construction activities. During this survey, the ornithologist will inspect all trees, shrubs, and other potential nesting habitats in and immediately adjacent to the impact areas for nests. In the unlikely event that nesting least Bell's vireos are detected during such a survey, County will contact Caltrans to be notified, and will determine an appropriate buffer (typically approximately 250 feet) in consultation with the USFWS and CDFW.

5. San Joaquin Kit Fox (SPA-1)

1. All surveys, investigations of potential dens, and monitoring related to the San Joaquin kit fox will be conducted by qualified biologist.
2. A qualified biologist will conduct pre-construction surveys no less than 14 days and no more than 30 days prior to the beginning of ground disturbance and/or construction activities. This survey will identify kit fox habitat features on the project site and evaluate use by kit fox and, if possible, assess the potential impacts to the kit fox by the proposed activity. The status of all dens will be determined and mapped.
3. Written results of the pre-construction survey will be submitted to County to provide information to Caltrans immediately; Caltrans will then notify the USFWS within five (5) days after survey completion and prior to the start of ground disturbance and/or construction activities. If a potential den is found, the qualified biologist shall determine if it is active using track plates and/or visual observation. If a natal/pupping den is discovered within the project area or within 200-feet of the project boundary, County shall be immediately notified and provide information to Caltrans and shall in turn notify the USFWS and CDFW. If the preconstruction survey reveals an active natal or pupping den or new information, Caltrans will contact the USFWS and CDFG immediately to obtain the necessary take authorization/permit. If a den is found, measures to avoid impacts to the den (including buffers and seasonal restrictions on work near the den) will be implemented, and if necessary, the foxes will be evicted after the non-breeding season. If a potential den is found, the qualified biologist shall determine if it is active using track

plates and/or visual observation. Destruction of dens will not occur without prior consultation with and approval from the USFWS.

6. American Badger (SPA-1)

1. If a badger den is discovered in the course of preconstruction surveys for kit foxes, or at any other time during Project activities, the CDFG will be consulted regarding the establishment of an appropriate disturbance-free buffer around the den, as well as any other avoidance or minimization measures to be taken.

7. Migratory Birds (SPA-1)

1. Construction activities will be avoided during the nesting season to the extent feasible. The nesting season for most birds in this region of California extends from 1 February to 31 August.

2. If vegetation is to be removed by the Project, potential nesting substrate (e.g., bushes, trees, snags, grass, and suitable artificial surfaces) that will be disturbed should be removed during the non-breeding season (i.e., they should be removed between 1 September and 31 January), if feasible, to help preclude nesting. If it is not feasible to schedule vegetation removal during the non-breeding season, then pre-construction surveys for nesting birds will be conducted by a qualified ornithologist to ensure that no nests will be disturbed during Project implementation. This survey will be conducted no more than seven (7) days prior to the initiation of construction activities. During this survey, the ornithologist will inspect all trees, shrubs, and other potential nesting habitats in and immediately adjacent to the project area for nests. If an active nest is found sufficiently close to work areas to be disturbed by these activities, the ornithologist, in consultation with the CDFW, will determine the extent of a buffer zone to be established around the nest, typically 250 feet for raptors and 50 feet for other birds, to ensure that no nests of species protected by the Migratory Bird Treaty Act of 1918 (MBTA) (16 U.S.C. 703-712) or the California Fish and Game Code will be disturbed during Project implementation.

3. Alternatively, nest starts may be removed on a regular basis (e.g., every second or third day), starting in late January or early February, or measures such as exclusion netting may be placed over the existing bridge to prevent active nests from becoming established.

4. Because the project area is already subject to disturbance by vehicles to some extent, activities that will be prohibited from occurring within the buffer zone around a nest will be determined on a case-by-case basis. In general, activities prohibited within such a buffer while a nest is active will be limited to new construction related activities (i.e., activities that were not ongoing when the nest was constructed) involving significantly greater noise, human presence, or vibrations than were present prior to nest initiation.

1. Within SPA-1:
    a. Project activities shall remain within all construction areas identified by white dashed lines on the Habitats at the Project site, Figure 4 of the EIR. All construction areas shall be conspicuously identified with orange construction fencing.

b. Erosion and sediment control measures shall be on site prior to the start of construction and kept on site at all times so they are immediately available in anticipation of rain events.
c. The permittee shall implement and maintain an effective combination of erosion and sediment control measures to prevent erosion and capture sediment. The permittee shall implement and maintain wash-out, track-out, dust control, and any other applicable source control BMPs.
d. Erosion and sediment control measures and other construction BMPs shall be implemented and maintained in accordance with all specifications governing their proper design, installation, operation, and maintenance.
e. Any stockpiled material that is not actively being used during construction shall be covered and surrounded with a linear sediment barrier.
f. The permittee shall retain a spill plan and appropriate spill control and clean up materials (e.g. oil-absorbent pads) onsite in case spills occur.
g. The permittee shall confine all trash and debris in appropriate enclosed bins and dispose of the trash and debris at an approved site at least weekly.
h. All construction vehicles and equipment used onsite shall be well maintained and checked daily for fuel, oil, and hydraulic fuel leaks or other problems that could result in spills of toxic materials.
i. The permittee shall designate a staging area for equipment and vehicle fueling and storage at least 100 feet away from waterways in a location where fluids cannot flow into waterways.
j. All construction related equipment, materials, and any temporary BMPs no longer needed shall be removed and cleared from the site upon completion of the project.

2. Within SPA-2:
    a. Work is restricted to occur only from May 31 to September 30.
    b. All work performed within waters of the State shall be completed in a manner that minimizes impacts to beneficial uses and habitat. Measures shall be employed to minimize land disturbances that will adversely impact the water quality of waters of the State. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete project implementation.
    c. Portions of the project that occur below top of bank or in other waters of the state shall be stabilized for winter prior to October 1 each year, either by completing construction on those portions of the project or (including installation of permanent erosion control measures) or by implementing winterization stabilization measures capable of effectively stabilizing the area and preventing erosion under winter storm and flow conditions generated by the 10-year 24-hour storm event. No work will occur in waters of the State during the winter period October 1 – May 30, unless prior written approval has been obtained from the Central Coast RWQCB staff at least one (1) day prior to the planned winter work date.
    d. The permittee shall remove as few valley oak trees as possible and no more than one monument sized (30-inch diameter at breast height [dbh]) valley oak from the project area as identified on sheet P-1 of P-2 dated March 20, 2020.
    e. At any time of year, the permittee shall not conduct construction activities below the top of creek banks during rain events or on any day for which the National Weather Service has predicted a twenty five percent (25%) or more chance of at least 0.1 inch of rain in 24 hours (Predicted Rain Event). Effective erosion control, sediment control, and other protective measures must be installed no later than one (1) day before the Predicted Rain Event. Construction activities below

top of banks may resume after the rain has ceased, the National Weather Service predicts clear weather for at least 24 hours, and site conditions are dry enough to continue work without discharge of sediments or other pollutants from the project site.

3. Within SPA-3:
    a. Work is restricted to occur only from June 15 to September 30.
    b. The permittee shall construct falsework pads on top of fabric that will facilitate the removal of all the falsework pad materials. The falsework pads and fabric must be completely removed immediately after the pads are no longer needed.
    c. The permittee shall construct falsework pads only from clean washed gravel.
    d. The permittee shall construct falsework pads only within the area of the temporary disturbance area identified in the 401 WQC application and within the areas identified on the Foundation Plan Sheet S-4 of S-22 with a revision date of July 31, 2015.
    e. Falsework shall only be used for one (1) season and shall not be allowed to remain through the rainy season October 1 – May 30.
    f. Construction activities are not permitted in flowing or still river water or the wetted portion of the river.
    g. The permittee shall not move vehicles or equipment across the river at any time.
    h. Dewatering or diversion is not allowed without express approval from Central Coast RWQCB and the CDFW.

Monitor regulated species according to the schedule shown in the following table:

Monitoring type	Schedule
South-Central California Coast steelhead	During placement of gravel pads for falsework
Special status reptiles and amphibians (as indicated above)	During construction
Golden eagles and bald eagles	During construction Feb 1 – August 31
Nesting birds	During construction Feb 1 – August 31
San Joaquin kit fox	During construction

Replace item 1 in the list in the sixth paragraph of section 14-6.03B with:

1. Stop all work within a 100-foot radius of the discovery except as shown in the following table. Active nests established after the start of construction within the radius are considered to be attenuated to construction activities and would be exempt.

Species	Protective radius (feet)
Least Bell's Vireo	250-feet
Bald and Golden-eagle active nests	660-feet
Active Raptor Nest	250-feet

Add to section 14-6.03C:

Regulated fish are anticipated adjacent to bridge no. 44C-0009. Implement the following protection measures:

1. Install exclusionary material, a cofferdam, or a combination of both.
2. Provide a Contractor-supplied biologist to relocate the fish if relocation is allowed.

A qualified biologist will be present to monitor all activities involving the placement of gravel (for temporary falsework pads) in the river, including the construction of a sandbag coffer dam to encompass the pads. The biologist will inspect the areas where these coffer dams will be constructed prior to construction and will flush any fish from the coffer dam area before in-water work begins. The coffer dam will be constructed starting from the upstream end. Just prior to completion of the coffer dam, the biologist will walk through the area within the coffer dam to flush fish out the gap in the downstream end. Once all fish have been flushed out of the work area, the coffer dam will be completed so that fish cannot re-enter this area. In the event that fish will not flush out of the coffer dam completely, the biologist will capture the fish using a seine or dipnet and relocate the fish outside of the coffer dam. If at any time an individual steelhead or Monterey Roach appears to be at risk of injury or mortality due to Project-related activities, all work will stop until the qualified biologist has flushed the individual from the work area.

Handle regulated fish to minimize stress by:

1. Keeping the fish in water to the maximum extent possible during relocation.
2. Keeping the fish in cool, shaded, and aerated water while in captivity.
3. Protecting the fish from excessive noise, handling, temperature variation, jostling, or overcrowding while in captivity.
4. Removing the fish from water only when releasing them.
5. Segregating young-of-year salmonids into separate containers from older salmonids and other aquatic predators.

Maintain exclusion material and cofferdams such that regulated fish are prevented from entering the work area.

The pump screen's approach velocity must not exceed 0.33 feet per second.

A construction personnel education program will be given by a qualified biologist before the commencement of construction to explain to construction personnel how best to avoid the accidental take of steelhead and other sensitive species. The approved biologist will conduct a training session that will be scheduled as a mandatory informational field meeting for contractors and all construction personnel.

A contractor supplied biological monitor must survey the job site for least Bell’s vireo and submit a preconstruction survey report within seven (7) days before starting work.
Prior to construction, a contractor supplied biological monitor must survey for western spadefoot, western pond turtle, coast horned lizard, silvery legless lizard, and San Joaquin whipsnake. The biologist will relocate any individuals found to a suitable location outside the work area. After installation of exclusion fencing, the biologist will conduct another survey and relocate any individuals to a location outside the fencing.

A contractor-supplied biological monitor must survey the job site for San Joaquin kit fox no less than 14 days and no more than 30 days before starting work. Submit a preconstruction survey report within five (5) days after survey completion and prior to the start of ground disturbance and/or construction activities.

If commencing construction during the February 1 to August 31 breeding season, or when beginning to work in new areas during this time period, a contractor-supplied biological monitor must survey the job site for migratory birds, including bald and golden eagles, and submit a preconstruction survey report within seven (7) days before starting work. To reduce nesting, schedule removal of potential nesting substrate outside the nesting season (except where not allowed in seasonally restricted work areas below top of bank).

A contractor supplied biological monitor must be present during dewatering of the gravel pad areas and allowed to passively flush the dewatered area before the final, downstream cofferdam is placed. The monitor will also monitor gravel placement.

The preconstruction survey report must include one of the following:
1. Detailed observations and locations where regulated species were observed.
2. Statement that no regulated species were observed.

Submit an initial monitoring report as an informational submittal within 12 hours after starting ground-disturbing activities. Use with 14-6.03A.

Submit monitoring reports according to the following schedule:

Monitoring type	Report schedule
South-Central California Coast steelhead	During placement of gravel pads for falsework
Special status reptiles and amphibians (as indicated above)	During construction
Golden eagles and bald eagles	During construction Feb 1 – August 31
Nesting birds	During construction Feb 1 – August 31
San Joaquin kit fox	During construction

Submit a biological resource incident report within 24 hours of the incident.

The incident report must include:
1. Description of any take of regulated species or any violation of a biological resource PLAC.
2. Species name and number taken.
3. Details of required notifications with contact information.
4. Corrective actions proposed or taken.
5. Disposition of taken species.

Submit an annual monitoring report no later than January 15 during each year of construction.

The annual monitoring report must include:
1. Start and end dates of construction.
2. Project impacts on the regulated species.
3. Species protection measures and implementation details.

4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species.
5. Assessment of the effectiveness of the species protection measures in mitigating project impacts.
6. Recommendations for improving species protection measures.

Submit a final monitoring report no later than 20 days after completion of the project. If the report requires revisions, the Department provides comments. Submit a revised report within seven (7) days of receiving comments. The final monitoring report must be a cumulative report including:

1. Start and end dates of construction.
2. Project impacts on the regulated species.
3. Species protection measures and implementation details.
4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species.
5. Assessment of the effectiveness of the species protection measures in mitigating project impacts.
6. Recommendations for improving species protection measures.

Replace *Reserved* in section 14-6.03D(3) with:

Prepare and present a biological resource information program to familiarize personnel with regulated species and habitats, related laws and regulations, and species protection measures and protocols.

The biological resource information program must include:

1. Identification of the job site, ESAs, and species protection areas.
2. Description of the regulated species and its general ecology.
3. Description of habitats used by the regulated species and their locations.
4. Requirements for protecting regulated species.
5. Definition and consequences of take of regulated species.
6. Response plan for encounters with the regulated species or a species that looks like one.
7. Permit requirements for touching or moving a regulated species.
8. Requirements for species protection.
9. Description of avoidance and minimization measures.
10. Handout materials about the regulated species, its habitats, and species protection. measures.

Special-status animal Species

A construction personnel education program to inform Project personnel of the sensitive species issues in the Project area will be implemented.

South-Central California Coast Steelhead and Monterey Roach

A construction personnel education program will be given by a qualified biologist before the commencement of construction to explain to construction personnel how best to avoid the accidental take of steelhead.

1. The approved biologist will conduct a training session that will be scheduled as a mandatory informational field meeting for contractors and all construction personnel. The field meeting will include topics on
   a. Species identification.

b. Life history.
c. Descriptions of habitat requirements during various life stages.
d. Review of habitat sensitivity.
e. Required practices before the start of construction and a discussion of generalmeasures that are being implemented to conserve the species as they relate to the project.
f. Penalties for noncompliance.
g. Boundaries of the construction area.
h. The importance of the habitat and life stage requirements within the context of Project avoidance and minimization measures. This topic will receive emphasis in the training.
i. Handouts, illustrations, photographs, and/or Project mapping showing areas where minimization and avoidance measures are being implemented.

2. Upon completion of training, employees will sign a form stating that they attended the training and understand all the conservation and protection measures.
3. Training shall be conducted in languages other than English for workers who do not speak or understand English.

A Contractor supplied biologist must develop the program and present the biological resource training.

Submit an outline of your program within seven (7) days after Contract approval. If the submittal is rejected, submit a revised outline within seven (7) days of receiving the rejection.

Notify the Engineer at least seven (7) days before the first training session. Submit an attendance list with the printed and signed name of each attendee within two (2) business days after each session. Submit a separate attendance list for each subsequent training session for new personnel.

Personnel who must complete biological resource training include laborers, tradesmen, material suppliers, equipment maintenance staff, supervisors, foremen, office staff, food vendors, and other workers who stay at the job site longer than 30 minutes.

Provide hard hat stickers to personnel who have completed the biological resource information training. The sticker must show the following information:

Training title or acronym	Completion date
Nacimiento Bridge Biological Training	

The Department provides handout materials about the regulated species.

Provide a handout that describes the regulated species, their habitats, and protection measures as listed in species protection or in PLACs.

Distribute the handout to each attendee. Display and maintain the handout at all construction field offices and on all information boards.

Replace *Reserved* in section 14-6.05 with:

14-6.05 INVASIVE SPECIES CONTROL:

Section 14-6.05 includes specifications for preventing the introduction and spread of invasive species to and from the job site.

Comply with section 13-4.03E(3).

At least two (2) business days before using vehicles and equipment on the job site, submit a signed statement that the vehicles and equipment have been cleaned of soil, seeds, vegetative matter, and other such debris that may introduce or spread invasive species. The statement must include:

1. List of the vehicles and equipment with identifying numbers.
2. Date of cleaning for each vehicle and piece of equipment.
3. Description of the cleaning process.
4. Measures to be taken to ensure the vehicles and equipment remain clean until operation at the job site.

Update the list of vehicles and equipment as needed.

Clean the following vehicles and equipment before operation at the job site:

1. Excavators
2. Loaders
3. Graders
4. Haul trucks
5. Water trucks
6. Cranes
7. Tractors
8. Trailers
9. Dump trucks

This project includes the sensitive areas shown in the following table:

Sensitive Habitat

Willow Riparian Scrub
Aquatic
Freshwater Emergent Wetland
Valley Oak Riparian Woodland
Seasonal Wetlands
Mule Fat Riparian Scrub

Do not clean vehicles, equipment, or tools at locations near sensitive habitat or waterways at the job site. Clean vehicles and equipment every time before it enters or leaves a sensitive habitat. Within all sensitive habitats implement the following protection measures:

1. Before entering or exiting, pressure wash your vehicles and equipment:
   1.1. At a temperature of 140 degrees F
   1.2. With a minimum nozzle pressure of 2,500 psi
   1.3. With a minimum fan tip angle of 45 degrees
2. Thoroughly scrub personal work equipment and tools, such as boots, waders, hand tools, and any other equipment used in water at the job site, using a stiff-bristled brush to remove any organisms. Decontaminate the equipment by one (1) of the following methods:

2.1 Immerse the equipment in water at a temperature of 140 degrees F for at least five (5) minutes. If necessary, weigh down the equipment to keep it immersed in the water.
2.2 Freeze the equipment to a temperature of 32 degrees F or colder for at least eight (8) hours.
2.3 Thoroughly dry the equipment in a weed-free area for at least 48 hours.

3. Clean personal work equipment, and tools over drip pans or containment mats at the job site. Collect and contain the wastewater. Dispose of the wastewater at a waste management facility.

Add after the second paragraph of section 14-11.12A:

This project includes removal of yellow road striping paint that will produce hazardous waste residue.

Written notification to the MBUAPCD/MBARD is required ten (10) working days prior to commencement of any demolition activity.

Add after the first paragraph of 14-11.12E:

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in California 30-90 days after accumulating 220 lbs. of residue.

If less than 220 lbs. of hazardous waste residue and dust is generated in total, dispose of it within 30-90 days after the start of accumulation of the residue.

Add to the first paragraph in section 14-11.13A:

The existing paint systems on bridge no. 44C0009 will be disturbed as part of the work activities. The paint systems, including but not limited to roadway striping, as well as deteriorated green and black paint on the existing bridge truss and girder systems contain hazardous waste levels of lead. These deteriorated paints must be stabilized, removed and disposed of prior to demolition or other activities that would disturb the paint.

The existing intact or non-deteriorated white paint on the existing bridge railings, deck and wheel guides contains lead, but not at hazardous waste levels. This non-deteriorated paint does not need to be stabilized or removed prior to demolition, and these elements can be demolished, transported and disposed of with intact paint systems.

Debris from any paint removal and demolition activities must be prevented from falling on the soil or water below the bridge structure. Submit shop drawings detailing the protective cover system for protecting the soil and water to the Engineer for review.

In accordance with the MBUAPCD/MBARD requirements, written notification is required ten working days prior to commencement of any demolition activity.

In accordance with Title 8, CCR, Section 1532.1(p), written notification to the nearest Cal/OSHA district offices is required at least 24 hours prior to certain lead related work. All paints at the site shall be treated as lead-containing for purposes of determining the applicability

of the Cal/OSHA lead standard during demolition activities.

Replace *Reserved* in section 14-11.13B(3) with:

Air monitoring reports, including test results for samples taken after corrective action, must be prepared by the Certified Industrial Hygienist (CIH) and submitted:

1. Orally within 48 hours after sampling.
2. As an informational submittal within five (5) days after sampling

Air monitoring reports must include:

1. Date and location of sample collection, sample number, Contract number, bridge number, name of the structure, and District-County-Route-Post Mile.
2. Name and address of the certified laboratory that performed the analyses.
3. Chain of custody documentation.
4. List of emission control measures in place when air samples were taken.
5. Air sample results compared to the appropriate permissible exposure limit (PEL).
6. Corrective action recommended by the CIH to ensure exposure to airborne metals outside containment systems and work areas is within specified limits.
7. Signature of the CIH who reviewed the data and made recommendations.

Replace *Reserved* in section 14-11.13B(4) with:

Submit test results of soil analyses verifying debris containment, including results for soil samples taken after corrective action:

1. Orally within 72 hours after sampling.
2. Within five (5) days after sampling.

Soil sampling results must include:

1. Date and location of sample collection, sample number, Contract number, bridge number, name of the structure, and District-County-Route-Post Mile.
2. Concentrations of heavy metals expressed in mg/kg and mg/L.
3. Name and address of the certified laboratory that performed the analyses.
4. Chain-of-custody documentation.

Replace *Reserved* in section 14-11.13D with:

14-11.13D(1) GENERAL:

Monitor the ambient air and soil in and around the work area to verify the effectiveness of the containment system. Work area monitoring includes:

1. Collecting, analyzing, and reporting air and soil test results.
2. Recommending corrective action whenever specified air or soil concentrations are exceeded.

Collect air and soil samples at locations designated by the Engineer.

Air monitoring must be performed under the direction of a CIH.

Collect and analyze air samples to detect lead under the NIOSH Method 7082 using a detection limit of at least 0.05 µg/m^3. Collect and analyze air samples to detect other metals under NIOSH Method 7300 using a detection limit of at least 1 percent of the appropriate PEL specified by Cal/OSHA. You may use alternative methods of sampling and analysis with equivalent detection limits.

Concentrations of airborne metals outside containment systems and work areas must not exceed any of the following:

1. Average of 1.5 µg/m^3 of air per day and 0.15 µg/m^3 per day on a rolling 90-day basis. Calculate the average daily concentrations based on accumulated monitoring data and projections based on monitoring trends for the next 90 days or to the end of the work subject to the lead compliance plan if less than the specified averaging period.
2. Ten percent (10%) of the action level specified for lead by 8 CA Code of Regs §1532.1.
3. Ten percent (10%) of the appropriate PELs specified for other metals by Cal/OSHA.

Collect air samples daily during work activities that disturb the existing paint system. Air samples must be analyzed within 48 hours by a facility accredited by the Environmental Lead Laboratory Accreditation Program of the American Industrial Hygiene Association. If concentrations of airborne metals exceed allowable levels, modify the containment system or work activities to prevent further release of metals. If the CIH recommends corrective action, collect and analyze additional samples after implementing the corrective action unless ordered otherwise.

14-11.13D(3) SOIL SAMPLING FOR DEBRIS CONTAINMENT:

Collect three (3) soil samples before starting work and collect three (3) soil samples, adjacent to each existing bridge support within 36 hours after cleaning existing steel. A soil sample consists of five (5) plugs, each 3/4 inch in diameter and 1/2 inch deep, taken at each corner and center of a one (1) sq. yd. area. Analyze soil samples for:

1. Total lead by US EPA Method 6010B or US EPA Method 7000 series
2. Soluble lead by California Waste Extraction Test (CA WET)

The laboratory that analyzes the samples must be certified by the SWRCB ELAP for all analyses to be performed.

Concentrations of heavy metals in the work area's soil must not increase when the existing paint system is disturbed. If soil sampling shows an increase in the concentrations of heavy metals after completing the work:

1. Clean the affected area.
2. Resample until soil sampling and testing shows concentrations of heavy metals less than or equal to the concentrations collected before the start of work.

Add to the end of the 1st paragraph of section 14-11.13F:

This waste characterization testing must include:

1. Total lead by US EPA Method 6010B.
2. Soluble lead California Waste Extraction Test (CA WET).
3. Soluble lead by Toxicity Characteristic Leaching Procedure (TCLP).

Add to the beginning of section 14-11.13G(2):

After the Engineer accepts the waste characterization test results, dispose of the debris:

1. Within 30-90 days after accumulating 220 lbs. of debris.
2. At a DTSC-permitted Class I facility located in California.

Make all arrangements with the operator of the disposal facility.

If less than 220 lbs. of hazardous waste is generated in total, dispose of it within 30-90 days after the start of the accumulation of the debris.

Replace *Reserved* in section 14-11.17 with:

14-11.17 PAINT CONTAINING LEAD

Laboratory testing indicates the paint on the existing bridge contains fifteen percent (15%) lead (above five-tenths percent [0.5%] percent is considered a health hazard). Construction workers, the public, and/or the environment could be exposed to these hazardous materials during construction of the proposed project.

Standard Measure: The project includes the following standard measures to reduce impacts related to Asbestos Containing Materials (ACMs and lead-based paint:

- In conformance with state and local laws, a visual inspection/pre-demolition survey, and possible sampling, shall be completed prior to the demolition of the bridge to determine the presence of ACMs and soil contaminated with lead-based paint.
- All potentially friable asbestos-containing materials shall be removed in accordance with National Emissions Standards for Hazardous Air Pollutants (NESHAP) guidelines prior to bridge demolition.
- All demolition activities will be undertaken in accordance with Cal/OSHA standards, contained in Title 8 of the California Code of Regulations (CCR), Section 1529, to protect workers from exposure to asbestos. Materials containing more than one percent asbestos are also subject to MBUAPCD/MBARD regulations.
- During demolition activities, all building materials containing lead-based paint shall be removed in accordance with Cal/OSHA Lead in Construction Standard, Title 8, California Code of Regulations 1532.1, including employees training, employee air monitoring and dust control. Any debris or soil containing lead-based paint or coatings will be disposed of at landfills that meet acceptance criteria for the waste being disposed.

Replace *Reserved* in section 14-12.04 with:

14-12.04 PERMIT LIMITS ON CONSTRUCTION WITHIN THE RIVER CHANNEL:

Attention is directed to "Section 14 Environmental Stewardship" of the Standard Specifications and "Environmentally Sensitive Area" and "Temporary Fence (Type ESA)" of these special provisions. Prior to beginning work, the boundaries of the Environmental Sensitive Areas (ESA) will be delineated by the Engineer in the field. The Contractor shall install the temporary fence (Type ESA) as delineated by the Engineer and as shown on the plans. Contractor's biologist shall verify that the ESA fences are in the correct locations.

Attention is directed to “Section 13 Water Pollution Control” of the Standard Specifications. Construction of the bridge must comply with the following conditions:

1. Construction within the low-flow channel of the San Antonio River is limited to the period between June 15 and October 15.
2. Construction below the tops of banks of the San Antonio River and excluding the area within the low flow channel, is limited to the period between April 15 and October 15.

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15 EXISTING FACILITIES

Replace *Reserved* in section 15-1.03D with:

15-1.03D REMOVE CHAIN LINK FENCE:

Removing chain link fence shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

The above ground portions of the fence shall be removed in accordance with Section 15 of the Standard Specifications. Below ground portion of the fence that does not interfere with construction shall be removed to a depth of 18”.

Removed fence materials shall become the property of the Contractor and shall be disposed of outside of the highway right of way.

Replace the first paragraph of section 15-1.03B with:

Remove existing bridge north abutment and center pier supports and foundations to a depth of three feet (3’) below finished grade.

Replace *Reserved* in section 15-1.03E with**:**

15-1.03E REMOVE CULVERT:

Removing 18” Culvert at Sta. 18+65 shall conform to the provisions in Section 15, “Existing Facilities.” of the Standard Specifications and these special provisions.

Removed culvert shall become the property of the Contractor and shall be disposed of outside of the highway right of way.

Replace *Reserved* in section 15-1.03F with:

15-1.03F REMOVE DRAINAGE FACILITIES:

Additional existing culverts, inlets, flared end sections, and manholes, must be completely removed if any portion of these structures is (1) within three feet (3’) of the grading plane in excavation areas, (2) within one foot (1’) of original ground in embankment areas, or (3) shown to be removed

Except for concrete pipe, removing PCC components of drainage facilities must comply with section 15-3.

Remove drainage facilities will be measured for payment as follows:

1. Remove culvert by linear foot.

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DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

Add to section 17-2.03A:

Clear and grub State-owned property. Do not use the State-owned property after clearing and grubbing is complete unless authorized.

Replace the fourth paragraph in section 17-2.03A with:

Clear and grub vegetation only within the excavation and embankment slope lines.

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19 EARTHWORK

Add to Section 19-2:

19-2.05 GRADING FOR WETLAND:

Grading for Wetland at existing North Abutment and Center Pier after their removal, shall be to return removed North Abutment to a gradual naturally appearing slope and to create a new wetland at the existing center pier location. Grading for Wetland will also create a seasonal wetland area at the north river edge between the existing and new bridges. Grading for Wetland shall be as shown on Existing Abutment Grading Plan No. 1 and No. 2 on sheets G-1 & G-2.

After removal of the existing bridge the Contractor shall grade the area of the existing North Abutment and the Center Pier. The area of the Center Pier and area for proposed seasonal wetland shall be graded at a generally flat elevation between the elevation 566 and elevation 565 and as shown on the plans. The graded areas shall be used for Freshwater Emergent Wetland and Seasonal Wetland planting.

Excess graded material shall be placed in locations within the project site as surplus material and shall be used as indicated in section 19-2.03B Surplus Material of the Standard Specifications.

Add to the end of section 19-3.01A:

Structure backfill includes constructing the geocomposite drain system. The systems must comply with section 68-7.

Replace *Reserved* in section 19-3.03D with:

19-3.03D(1) RETAINING WALL EXCAVATION AND BACKFILL:

Excavation and Embankment for Retaining Walls for this project shall be performed in accordance with section 19 Earthwork and specifically 19-3 Structure Excavation and Backfill of the Standard Specifications and these Special Provisions.

19-3.03D(2) FOUNDATION EXCAVATIONS:

The following additional foundation excavation for Retaining Walls are required for this Project.

Retaining Wall 1: The footing shall be underlain by a minimum of 12 inches of engineered fill compacted to ninety percent (95%) relative compaction. The engineered fill shall extend a minimum of one foot (1') horizontally from the outer edge of the footing.

Retaining Wall 2: The footing shall be underlain by a minimum of 12 inches of Class II aggregate base compacted to ninety five percent (95%) relative compaction. The top six inches (6") of soil subgrade shall be compacted to ninety five (95%) relative compaction.

19-3.03D(3) RETAINING WALL DRAINAGE:

Permeable material meeting the State of California Standard Specification section 68-1.025, Class 1, Type A, shall be placed behind the wall, with a minimum width of 12 inches and extending for the full height of the wall to within one foot (1') of the ground surface. The top of the permeable material shall be covered with Mirafi 140N filter fabric or equivalent and then compacted native soil placed to the ground surface. A 6-inch diameter perforated rigid plastic drain pipe shall be installed within three inches (3") of the bottom of the permeable material and be discharged to a suitable, approved location. The perforations should be placed downward; oriented along the lower half of the pipe. Neither the pipe nor the permeable material should be wrapped in filter fabric.

19-3.03D(4) RETAINING WALL 1 AND 2 EXCAVATION:

Contractor shall comply with section 19-3, "Structure Excavation and Backfill", 19-5, "Compaction", 19-6, "Embankment Construction", 19-9, "Shoulder Backing" of the Standard Specifications and these Special Provisions.

19-3.03D(5) RETAINING WALL 1 EXCAVATION PAYMENT:

Payment for Retaining Wall 1 Excavation and Backfill shall be made on the final payment for material excavated and backfilled as shown on Standard Plan A62B "Limits of Payment for Excavation and Backfill Bridge Surcharge and Wall". Payment shall be at the final payment contract unit price bid for Structure Excavation (Retaining Wall) and Retaining Wall 2 (Backfill).

19-3.03D(6) RETAINING WALL 2 EXCAVATION PAYMENT:

Payment for Retaining Wall 2 Excavation and Backfill shall be made on the final payment for material excavated and backfilled as shown "Typical Retaining Wall Section" and cross sections on Plan Sheet R-4. Excavation includes area required for backfill of 12" Class II Aggregate Base and Pervious Backfill Material.

Add to section 19-6.02B:

The Long Term Allowable Design Strength of geosynthetic reinforcement must comply with the requirements shown in the following table:

Geosynthetic reinforcement Type	LTDS (lb/ft)
Miragrid 5XT, Tensar UX 1400HS or approved equal	1600

Add to section 19-6.03D:

Settlement periods and surcharges are required for bridge approach embankments as shown in the following table:

Bridge name or number	Abutment number	Bent number	Surcharge height (feet)	Settlement period (days)
44C-0187	Abutment 1	N/A		30
44C-0187	Abutment 3	N/A		0

[a] At this location, construct embankment by extending the grading plane (GP) in the elevation view of the bridge embankment surcharge detail of standard plan A62B horizontally to the centerline of the abutment.

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20 LANDSCAPE

Replace *Reserved* in section 20-3.01B(2)(b)(V) with

20-3.01B(2)(B)(v) REVEGETATION PLANTING:

Revegetation planting shall be as indicated in section 20 Landscape and specifically section 20-3 Planting and shall be conducted by the Contractor as shown on plan sheets P-1, P-2, and P-3. The Contractor shall establish the areas for planting as follows:

Area 1 Willow and Mulefat Riparian Woodlands
Area 2 Valley Oak Riparian Woodlands
Area 3 Freshwater Emergent Wetland
Area 3A Seasonal Wetland

The planting palette and seed mix are listed on the plans as follows:

Area 1 Willow and Mulefat Riparian Scrub	Plant Palette	Table 1
	Seed Mix	Table 2
Area 2 Valley Oak Riparian Woodlands	Plant Palette	Table 3
	Seed Mix	Table 4
Area 3 and 3A Freshwater Emergent and Seasonal Wetland	Plant Palette	Table 5
	Seed Mix	Table 6

The tables for palettes contain the on-center spacing, container size, and quantity for individual plants. The tables for seed mix contain the pounds of pure live seed mix per acre.

Planting spacing and plant cage details shall be as shown on Revegetation Detail Plan Sheet P-3.

Replace *Reserved* in section 20-3.01B(2)(b)(vi) with:

20-3.01B(2)(B)(vi) WILLOW & MULEFAT RIPARIAN SCRUB PLANT:

Obtaining plants and planting plants listed on the plans for Willow and Mulefat Riparian areas shall consist of obtaining, transporting and planting Populus fremontii (Fremont's Cottonwood), Salix Laevigata (Red Willow), Salix exigua (Narrowleaf Willow), Rosa Californica (California Wild Rose), and Cornus Galbrata (Brown Twig Dogwood) and Willow and Mulefat Riparian Seed Mix in conformance with the provisions in section 20-3 Planting.

Willow cutting work shall consist of obtaining, transporting and planting willow cuttings in conformance with the provisions in section 20-3.01B(2) Plants. Plants within the Willow and Mulefat Riparian area and Willow cuttings shall not be planted before October 15 and after April 15 and not until the soil is moist to a minimum depth of 8 inches, unless otherwise permitted, in writing, by the Engineer. Prior to planting, an area feet (2') in diameter shall be cleared of weed growth at each proposed plant and willow cutting location. Herbicides shall not be used for weed control within the two foot (2') diameter area. The Contractor shall notify the Engineer, in writing, at least ten (10) working days prior to gathering willow cuttings. The cuttings shall be taken only from the areas shown on the plans or other adjacent areas designated by the Engineer.

Willow cuttings shall be taken at random from healthy, vigorous plants. No more than fifty percent (50%) of the plants in a designated area shall be cut. No more than twenty five percent of each individual plant shall be cut. Cuts shall be made with sharp, clean tools. Willow cuttings shall be reasonably straight, 20 inches to 24 inches in length and ¾ inch to 1-1/2 inch in diameter at the base of the cutting. The top of each willow cutting shall be cut square above a leaf bud, and the base of each willow cutting shall be cut below a leaf bud at an angle of approximately 45 degrees. Willow cuttings shall have leaves and branches trimmed off flush with the stem. Pruned branches and trimmings shall be spread in the designated willow cutting areas so that no areas are left unsightly.

Willow cuttings shall be planted within 48 hours after cutting and shall be kept wet until planting. Willow cuttings not planted within 48 hours after cutting, or allowed to dry out, shall not be used. A root stimulant shall be applied to the Willow Cuttings immediately prior to planting. The stimulant shall be applied in conformance with the printed instructions of the root stimulant manufacturer. A copy of the instructions shall be furnished to the Engineer prior to applying the stimulant.

Planting holes shall be made perpendicular to the ground line and shall be formed with a steel bar or excavated by use of an auger, post hole digger or similar tools. Plant holes shall be large enough to receive the potted plants and willow cuttings in order that the potted plants and willow cuttings may be planted to the proper depths without damage to the bark. Where rock or other hard material prohibits holes from being excavated as specified, new holes shall be excavated and the abandoned holes backfilled. If the soil in and around the plant hole is not wet prior to planting, the soil shall be watered and maintained in a wet state until the potted plants and willow cuttings are planted.

The base of willow cuttings shall be planted from ten inches (10") to 12 inches deep (approximately one half [1/2] the willow cutting's length) and shall have from three (3) bud to five (5) bud scars exposed above the plant hole. Cuttings with more than five (5) bud scars exposed shall have excess scars removed by pruning. After planting, the plant holes shall be backfilled with excavated material. The excavated material shall be distributed evenly within the hole without clods, lumps or air pockets and compacted without damage to the willow cutting's bark. Compaction shall be adequate to prevent the willow cutting from being easily removed from the soil.

Potted plants and cuttings shall be watered and maintained in a healthy condition from the time the potted plants and cuttings are planted until acceptance of the revegetation period. Potted plants and cuttings that die shall be replaced at the Contractor's expense. The method of planting replacement cuttings shall be as specified in this section for willow cuttings. The quantity of potted plants and willow cuttings will be measured as units determined from actual count in place, excluding additional potted plants and willow cuttings required for replacement cuttings.

Replace *Reserved* in section 20-3.01B(2)(b)(vii) with:

20-3.01B(2)(B)(vii) VALLEY OAK RIPARIAN WOODLAND:

Obtaining plants and planting plants listed on the plans for Valley Oak Riparian Woodlands shall consist of obtaining, transporting and planting Quercus lobate (Valley Oak), Sambucus Mexicana (Mexican Elderberry), and Rhamnus Croces ilicfolia (Hollyleaf Redberry) and Valley Oak Riparian Woodland Seed Mix in conformance with the provisions in section 20-3 Planting. Minimum plant container with established plant shall be a one (1) gallon container.

Plants within the Valley Oak Riparian Woodlands area shall not be planted before October 15 and after April 15 and not until the soil is moist to a minimum depth of eight inches (8"), unless otherwise permitted, in writing, by the Engineer. Prior to planting, an area two feet (2') in diameter shall be cleared of weed growth at each proposed plant location. Herbicides shall not be used for weed control within the two foot (2') diameter area. The Contractor shall notify the Engineer, in writing, at least ten (10) working days prior to planting Valley Oaks and other plants within the Valley Oak Riparian Woodlands trees.

Planting holes shall be made perpendicular to the ground line and shall be formed with a steel bar or excavated by use of an auger, post hole digger or similar tools. Plant holes shall be large enough to receive the potted Valley Oak plant and other plants. Where rock or other hard material prohibits holes from being excavated as specified, new holes shall be excavated and the abandoned holes backfilled. If the soil in and around the plant hole is not wet prior to planting, the soil shall be watered and maintained in a wet state until the Valley Oak plants and other plants are planted. Seed for Valley Oak Riparian Woodland Seed Mix shall be distributed through the area at the pounds per acre as shown on the plans. After planting, the plant holes shall be backfilled with excavated material. The excavated material shall be distributed evenly within the hole without clods, lumps or air pockets and compacted without damage to the Valley Oak or other plants tree bark.

Valley Oak trees and other plants shall be watered and maintained in a healthy condition from the time the plants are planted and the seed is distributed until completion and acceptance of the revegetation period. Oak Trees and other plants that die shall be replaced at the Contractor's expense. The quantity of Valley Oak trees and other plants will be measured as units determined

from actual count in place, excluding additional Valley Oak trees and other plants required for replacement of dead plants.

Replace *Reserved* in section 20-3.01B(2)(b)(viii) with:

20-3.01B(2)(B)(viii) WETLAND PLANTS:

Obtaining plants and planting plants listed on the plans for Wetland Plant Palette shall consist of obtaining, transporting and planting Typha Latifolia (Common Cattail), Schoenoplectus Californicus (Giant Bulrush), Juncus Balticus (Baltic Rush), Juncus Mexicanus (Mexican Rush), Juncus Patens (Common Rush), Cryerus eragrostis (Umbrella sedge) and Wetland Seed Mix in conformance with the provisions in section 20-3 Planting.

Minimum plant container with established plant shall be a one gallon container. Plants within the Freshwater Emergent Wetland and Seasonal Wetland areas shall not be planted before October 15 and after April 15 and not until the soil is moist to a minimum depth of eight inches (8”), unless otherwise permitted, in writing, by the Engineer. Prior to planting, an area two feet (2’) in diameter shall be cleared of weed growth at each proposed plant location. Herbicides shall not be used for weed control within the two foot (2’) diameter area. The Contractor shall notify the Engineer, in writing, at least ten (10) working days prior to planting Wetland Plant Palette plants within the Freshwater Emergent Wetland or Seasonal Wetland areas.

Planting holes shall be made perpendicular to the ground line and shall be formed with a steel bar or excavated by use of an auger, post hole digger or similar tools. Plant holes shall be large enough to receive the Wetland Plant Palette plants. Where rock or other hard material prohibits holes from being excavated as specified, new holes shall be excavated and the abandoned holes backfilled. If the soil in and around the plant hole is not wet prior to planting, the soil shall be watered and maintained in a wet state until the Wetland Plant Palette plants are planted. Seed for Wetland Seed Mix shall be distributed through the area at the pounds per acre as shown on the plans. After planting, the plant holes shall be backfilled with excavated material. The excavated material shall be distributed evenly within the hole without clods, lumps or air pockets and compacted without damage to the Wetland Plant Palette plants.

Wetland Plant Palette plants shall be watered and maintained in a healthy condition from the time the plants are planted and the seed is distributed until completion and acceptance of the revegetation period. Wetland Plant Palette plants that die shall be replaced at the Contractor’s expense. The quantity of Wetland Plant Palette plants will be measured as units determined from actual count in place, excluding additional Wetland Plant Palette plants required for replacement of dead plants.

Add to section 20-4.01A:

This project has a Type 2 plant establishment period.

Plant establishment period shall be for 265 working days and will be independent from working days for the Construction of the project.

The plant establishment period will start after all revegetation planting has been completed by the Contractor and has been accepted by the Engineer in writing.

The Contractor will be responsible for the requirements for the Initial Planting and the First Year of Planting as stated on the Revegetation Plan Sheet No. 2 on page P-2. Additional years of revegetation plant maintenance shall be the responsibility of the County of Monterey through an independent Revegetation Maintenance Contract.

The method for the watering of the plants shall be at the discretion of the Contractor. Watering of Revegetation Plants may be by hand watering or by a maintained irrigation watering system. No water for watering is available at the construction site. The Contractor may contact adjacent property owners with active agricultural lands for availability of on-site irrigation water.

Replace the first paragraph of section 20-4.01C(1) with:

Submit the following seasonal watering schedules for use during the plant establishment period:

1. March through May.
2. June through August.
3. September through October.
4. November through February.

Submit the first season's watering schedule within ten (10) days after the start of the plant establishment period. Submit subsequent watering schedules at least five (5) days before start of the next seasonal period.

Add before the first paragraph of section 20-4.03A:

Maintain a neat and presentable job site during plant establishment including areas not visible to the public.

Add to section 20-4.03D:

Dispose of weeds under section 20-1.03C(4).

Add to section 20-4.03:

20-4.03H PEST CONTROL:

Control pests under sections 20-1.03B and 20-1.03C(1).

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21 EROSION CONTROL

Replace *Reserved* in section 21-2.02L by:

21-2.02L BIO-TREATMENT SOIL MIX:

Place Bio-Treatment Soil Mix as the final layer of the “Infiltration Basin”.

Spread Bio-Treatment Soil Mix as shown on the plans.

Bio-Treatment Soil Mix shall meet the following criteria. "Applicant" refers to the entity proposing the soil mixture for approval by a Permittee.

1. General Requirements – Bio-Treatment Soil Mix shall:

a. Achieve a long-term, in-place infiltration rate of at least five inches (5") per hour.
b. Support vigorous plant growth.
c. Consist of the following mixture of fine sand and compost, measured on a volume basis:

60%-70% Sand
30%-40% Compost

2. Submittal Requirements – The applicant shall submit to the Permittee for approval:

a. A minimum one-gallon size sample of mixed Bio-Treatment Soil Mix.
b. Certification from the soil supplier or an accredited laboratory that the Bio-Treatment Soil Mix meets the requirements of this guideline specification.
c. Grain size analysis results of the fine sand component performed in accordance with ASTM D 422, Standard Test Method for Particle Size Analysis of Soils or Caltrans Test Method (CTM) C202.
d. Quality analysis results for compost performed in accordance with Seal of Testing Assurance (STA) standards, as specified in 4.
e. Organic content test results of mixed Bio-Treatment Mix. Organic content test shall be performed in accordance with by Testing Methods for the Examination of Compost and Composting (TMECC) 05.07A, "Loss-On-Ignition Organic Matter Method".
f. Grain size analysis results of compost component performed in accordance with ASTM D 422, Standard Test Method for Particle Size Analysis of Soils.
g. A description of the equipment and methods used to mix the sand and compost to produce Bio-Treatment Mix.
h. Provide the name of the testing laboratory(s) and the following information:
   (1) Contact person(s).
   (2) Address(s).
   (3) Phone contact(s).
   (4) E-mail address(s).
   (5) Qualifications of laboratory(s), and personnel including date of current certification by USCC, ASTM, Caltrans, or approved equal.

3. Sand for Bio-Treatment Mix

a. Sand shall be free of wood, waste, coating such as clay, stone dust, carbonate, etc., or any other deleterious material. All aggregate passing the No. 200 sieve size shall be nonplastic.
b. Sand for Bio-Treatment Mix shall be analyzed by an accredited lab using #200, #100, #40 or #50, #30, #16. #8, #4, and 3/8 inch sieves (ASTM D 422, CTM 202 or as approved by municipality), and meet the following gradation:

Sieve Size	Percent Passing (by weight)	
	Min	*Max*
3/8 inch	100	100
No. 4	90	100
No. 8	70	100
No. 16	40	95
No. 30	15	70
No. 40 or No.50	5	55

No. 100	0	15
No. 200	0	5

Note: All sands complying with ASTM C33 for fine aggregate comply with the above gradation requirements.

4. Composted Material

Compost shall be a well decomposed, stable, weed free organic matter source derived from waste materials including yard debris, wood wastes or other organic materials not including manure or biosolids meeting the standards developed by the US Composting Council (USCC). The product shall be certified through the USCC Seal of Testing Assurance (STA) Program (a compost testing and information disclosure program).

a. Compost Quality Analysis by Laboratory – Before delivery of the soil, the supplier shall submit a copy of lab analysis performed by a laboratory that is enrolled in the US Composting Council's Compost Analysis Proficiency (CAP) program and using approved Test Methods for the Examination of Composting and Compost (TMECC). The lab report shall verify:
   (1) Organic Matter Content: thirty five percent (35%) – seventy five percent (75%) by dry weight.
   (2) Carbon and Nitrogen Ratio: C:N < 25:1 and C:N >15:1
   (3) Maturity/Stability: Any one (1) of the following is required to indicate stability:
      (i) Oxygen Test < 1.3 O2 /unit TS /hr
      (ii) Specific oxy. Test < 1.5 O2 / unit BVS /hr
      (iii) Respiration test < 8 mg CO2-C /g OM / day
      (iv) Dewar test < 20 Temp. rise (°C) e.
      (v) Solvita® > 5 Index value
   (4) Toxicity: Any one (1) of the following measures is sufficient to indicate non-toxicity.
      (i) NH4+ : NO3--N < 3
      (ii) Ammonium < 500 ppm, dry basis
      (iii) Seed Germination > 80 % of control
      (iv) Plant Trials > 80% of control
      (v) Solvita® = 5 Index value
   (5) Nutrient Content: provide analysis detailing nutrient content including N-P-K, Ca,Na, Mg, S, and B.
      (i) Total Nitrogen content 0.9% or above preferred.
      (ii) Boron: Total shall be <80 ppm;
   (6) Salinity: Must be reported; < 6.0 mmhos/cm
   (7) pH shall be between 6.2 and 8.2 May vary with plant species.

b. Compost Quality Analysis by Compost Supplier – Before delivery of the compost to the soil supplier the Compost Supplier shall verify the following:
   (1) Feedstock materials shall be specified and include one or more of the following: landscaping/yard trimmings, grass clippings, food scraps, and agricultural crop residues.
   (2) Maturity/Stability: shall have a dark brown color and a soil-like odor. Compost exhibiting a sour or putrid smell or containing recognizable grass or leaves or is hot (120F) upon delivery or rewetting is not acceptable.

(3) Weed seed/pathogen destruction: provide proof of process to further reduce pathogens (PFRP). For example, turned windrows must reach min. 55C for 15 days with at least five (5) turnings during that period.

c. Compost for Bioretention Soil Texture – Compost for bioretention soils shall be analyzed by an accredited lab using #200, 1/4 inch, 1/2 inch, and one inch (1") sieves (ASTM D 422 or as approved by municipality), and meet the following gradation:

Sieve Size	Percent Passing (by weight)	
	Min	*Max*
1 inch	99	100
1/2 inch	90	100
1/4 inch	40	90
No. 200	1	10

d. Bulk density shall be between 500 and 1100 dry lbs/cubic yard.

e. Moisture content shall be between 30% - 55% of dry solids.

f. Inerts – compost shall be relatively free of inert ingredients, including glass, plastic and paper, < 1 % by weight or volume.

g. Select Pathogens – Salmonella <3 MPN/4grams of TS, or Coliform Bacteria <10000 MPN/gram.

h. Trace Contaminants Metals (Lead, Mercury, Etc.) – Product must meet US EPA, 40 CFR 503 regulations.

i. Compost Testing – The compost supplier will test all compost products within 120 calendar days prior to application. Samples will be taken using the STA sample collection protocol. (The sample collection protocol can be obtained from the U.S. Composting Council, 4250 Veterans Memorial Highway, Suite 275, Holbrook, NY 11741 Phone: 631-737-4931, www.compostingcouncil.org). The sample shall be sent to an independent STA Program approved lab. The compost supplier will pay for the test.

5. Mulch for Infiltration Basin

Three inches of nonfloatable mulch is recommended for the purpose of retaining moisture, preventing erosion and minimizing weed growth. Projects subject to the State's Model Water Efficiency Landscaping Ordinance (or comparable local ordinance) will be required to provide at least three inches of mulch. Aged mulch, also called compost mulch, reduces the ability of weeds to establish, keeps soil moist, and replenishes soil nutrients. Aged mulch can be obtained through soil suppliers or directly from commercial recycling yards. It is recommended to apply one inch (1") to two inches (2") of composted mulch, once a year, preferably in June following weeding.

Replace *Reserved* in section 21-2.03K with:

21-2.03K EROSION CONTROL (HYDROSEED):

Erosion Control (Hydroseed) shall conform to the provisions in section 21 Erosion Control and specifically section 21-2.03D Hydromulch and Hydroseed. Erosion Control (Hydroseed) work includes removing and disposing of weeds and applying erosion control materials including seed, fiber, commercial fertilizer, organic fertilizer, straw, and tackifier to erosion control (hydroseed) areas as shown on the plans. Erosion Control (Hydroseed) shall be applied to the south abutment approach cut and fill slope as shown on Revegetation Plan No. 1 on Sheet P-1. Erosion Control

Seed Mix is shown on Table 7 Erosion Control Seed Mix on Revegetation Plan No.2 on Sheet P-2.

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DIVISION V SURFACINGS AND PAVEMENTS

39 ASPHALT CONCRETE

Replace Reserved in section 39-2.01C(3)(c) with:

39-2.01C(3)(C) PRIME COAT:

Apply a slow setting asphaltic emulsion as a prime coat to AB areas designated by the Engineer and at a spread rate from 0.15 to 0.40 gal./sq. yd. Do not apply more prime coat than can be absorbed completely by the AB in 24 hours.

You may modify the prime coat application rates if authorized.

Close areas receiving prime coat to traffic. Do not allow tracking the prime coat onto pavement surfaces beyond the job site.

Replace the third paragraph of section 39-3.04A with:

At the locations listed below, schedule cold planting activities such that the pavement is cold planed, the HMA is placed, and the area is open to traffic during the same work shift:

1. ”N” STA 10+20
2. _”N” STA 12+75

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DIVISION VI STRUCTURES

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47 EARTH RETAINING SYSTEMS

Replace *Reserved* in section 47-4 with:

47-4 BLOCK RETAINING WALL:

Block Retaining Wall shall conform to the provisions in section 47 Earth Retaining Systems and specifically section 47-6 Alternative Earth Retaining Systems of the Standard Specifications and these Special Provisions. Block Retaining Wall shall be constructed as shown on the plan sheets R-2 and R-4. Pervious Backfill Material, Non-Woven Geotextile Fabric, and 12” class II Aggregate Base Rock, and six inch (6”) plastic perforated drain pipe shown for construction on Typical Retaining Wall Section on Plan Sheet R-4 shall be constructed as shown in Typical Retaining Wall Section. Payment for Non-Woven Geotextile Fabric, and 12” class II Aggregate

Base Rock shall be included in Block Retaining Wall. Payment for Pervious Backfill Material shall be by Class 2 Permeable Material. Payment for six inch (6") Plastic Perforated Drain Pipe shall be by six inch (6") Perforated Plastic Pipe Underdrain.

Excavation and backfill for Retaining Wall Type 1 shall conform to the provisions in section 19-3 Structure Excavation and Backfill of the Standard Specifications and these special provisions.

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48 TEMPORARY STRUCTURES

Add to section 48-1.01 with:

Design and construct shoring or other temporary structures used to protect existing utilities in place, or for other construction activities, under section 48.

Add to second paragraph of section 48-2.01A with:

5. Complies with all PLAC requirements established for the project.

Add to section 48-2.01A:

Falsework supports are only allowed in the river, from top of bank to top of bank, from April 15th to October 1st. However, falsework supports shall not be installed in the river's low flow channel or the soil area dampened by the river's low flow channel prior to June 15th. Falsework supports must be removed from the river by October 1st.

Replace the second and third paragraphs of section 48-2.01C(2) with:

Shop drawings and calculations must be signed by an engineer who is registered as a civil engineer in the state of California.

Add to section 48-2.02B(1):

The falsework design must be in conformance with the current edition of the State of California Department of Transportation Falsework Manual and all permit requirements established for the project. Provide positive restraint against rotation at beam supports for all steel falsework stringer beams, per AISC specifications. Walkways, hand railings and overhangs are considered "falsework" and must be designed and detailed as part of the falsework design.

Falsework and Formwork must be designed to completely capture any concrete spills and overpours.

Construction walkways must be provided at the right and left edges of the bridge deck and must extend a minimum of 5-feet beyond the edges of the deck. The safety rails for the walkways must have toe plates that extend a minimum of 12" inches above the walking surface.

Add to section 48-2.03B:

A total of two (2) gravel pads may be used to support falsework foundations, near the edges of the low flow channel. Gravel pads must be placed near the edges of the channel leave a clear width of 45-feet to 50-feet minimum at the center of the channel, where the river water can flow freely without impediment.

Gravel Pad Plan:

Provide a work plan for the gravel pads for review a minimum of four (4) weeks prior to gravel pad installation. The work plan must conform the requirements of the project permits and include:

1. Installation and removal process, including equipment, platforms for equipment, and access locations.
2. Plans showing locations of gravel pads, including layouts, cross sections, and elevations.
3. Materials proposed for use.
4. Operation and maintenance procedures for the gravel pads.
5. Restoration plans showing before and after conditions, including photos of existing conditions for areas disturbed during the installation, operation, and removal of the gravel pads.
6. Monitoring and reporting plan to ensure applicable water quality objectives are met. This includes schedule of work including Temporary BMP implementation as part of the Construction Site BMP strategy, and SWPPP or WPCP as applicable. Use with section 13-3.01A.
7. Areas for gravel pads must be dewatered with sandbag coffer dams. Biological monitoring is required during dewatering. Use with 14-6.03A and 14-6.03C.

Materials:

Gravel must:

1. Be river run gravel obtained from a river or creek bed with gradation of one hundred percent (100%) passing a 3/4 inch sieve and 0% passing a 3/8 inch sieve
2. Be clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, thin, elongated or laminated pieces, disintegrated material, organic matter, or other deleterious substances.
3. Be composed entirely of particles that have no more than one (1) fractured face.
4. Have a cleanliness value of at least 85, as determined by California Test 227.
5. Be underlain with fabric that will facilitate the removal of all the falsework pad materials.

Gravel Filled Bags, if used, must comply with section 13-5.02G. The second paragraph of section 13-5.02G does not apply.

Construction:

Do not use motorized equipment or vehicles in areas of flowing or standing water for the construction or removal of the gravel pads, in compliance with section 13-4.03.

Do not construct or reconstruct the gravel pads if the 24-hour forecasts predict a twenty five percent (25%) or greater chance of rain in the project area.

Contact water agencies that discharge to the construction area to ensure that unexpected water is not discharged during construction which could compromise the total concentration of dissolved solids (TCDS).

When no longer required, remove all components of the gravel pads. Return the creek bed and banks to the original condition.

Falsework shall only be used for one season and shall not be allowed to remain through the rainy season October 1 – May 30 as per 14-6.03A.
Do not excavate the native creek material. Backfill ground disturbance, including holes and depressions caused by the installation and removal of the gravel pads with gravel. Maintain the original line and grade of the creek bed.

Replace the fourth paragraph of section 48-2.03C with:

Use camber strips to compensate for falsework deflection, vertical alignment and anticipated structure deflection. Submit calculations, details, dimensions and locations for camber strips to be used in constructing the falsework.

Replace *Reserved* in section 48-7 with:

48-7 RESIDENT ENGINEER'S OFFICE:

The Contractor shall furnish, until one hundred percent (100%) of the work is accepted exclusive of plant establishment period, a "Resident Engineer's Office" conforming to these Special Provisions. The office shall be for the exclusive use of the Engineer and shall be within the Nacimiento Lake Drive Bridge Replacement Project site at a location as indicated by the Engineer.

The overall size of the office shall be 700 square feet minimum, and it shall be furnished with doors and windows capable of being locked. The office shall be partitioned to provide two (2) private offices of not less than 115 square feet each and a conference area of not less than 180 square feet. The private offices shall be provided with a lockable closet and at least 25 feet of one foot (1') wide shelving located as directed by the Engineer and two (2) portable bookcases, each with a minimum of three (3) four-foot (4') long shelves.

If the office is a trailer, the perimeter of the office area shall be secured by a six foot (6') high chain link fence. The Contractor shall provide a lockable gate and lock assembly with two (2) keys. Title to the trailer and provided contents shall remain with the Contractor. The Contractor shall provide the Engineer with a copy of written permission or agreement to place the Resident Engineer trailer on private property unless such private property is within the project temporary construction easement or right of way as shown on the plans.

The office shall be furnished with three (3) parking spaces (within the above chain link fence or contiguous to the office building); two (2) desks capable of being locked; one drafting table; one (1) three feet (3') by six feet (6') table; six (6) standard chairs; three (3) desk chairs with arms; one (1) drafting stool; one (1) dry plain paper copying machine with automatic feed and collator capable of making letter size (8 ½"x11"), legal size (8 ½"x 14"), and ledger size (11"x17") copies together with sufficient paper and materials for 1000 copies per month; two (2) four-drawer legal size filing cabinets; one (1) plan rack; one (1) refrigerator; one (1) fire extinguisher; one (1) first-aid kit (bandages, gauze, etc.); bottled drinking water, restroom (24 square feet minimum) equipped with toilet and sink with hot and cold running water, soap, and paper products; three (3) telephone lines (two [2] for telephones, and one [1] for computer modem); two (2) telephones capable of rollover ring; and one (1) full-feature telephone answering machine. The office shall be furnished with a room air conditioner/heat pump with a capacity to maintain 75 degree temperature during summer or winter month use.

The refrigerator shall have a freezer no smaller than three (3) cubic feet and a refrigerated compartment no smaller than 12 cubic feet.

The Contractor shall provide, not less than weekly, office cleaning service including waste paper/trash removal, floor cleaning, and rest room maintenance to the satisfaction of the Engineer.

The Contractor shall provide for the Engineer's exclusive possession and use a complete computer system with two (2) computers connected to a laser printer. The Contractor shall maintain and repair the computer system. The Engineer may use the furnished computer hardware, software, and instruction manuals for any purposes relating to the project. Before delivery and setup of the computer system, the Contractor shall submit to the Engineer for approval a detailed list of all computer hardware and software the Contractor proposes to furnish.

The computer hardware and software furnished by the Contractor shall be compatible with his project scheduling software and the project management and administration needs of the Engineer for the project and shall include instruction manuals and other documentation normally provided with the software.

The Contractor shall furnish, install, set up, maintain, and repair the computer hardware and software ready for use within a week after the office is made available to the Engineer.

All computer hardware and software furnished shall remain the property of the Contractor and shall be removed by the Contractor upon acceptance of the contract when no claims involving contract progress are pending. When contract claims involving contract progress are pending, computer hardware or software shall not be removed until the final estimate has been submitted to the Contractor. If, before the final estimate has been submitted to the Contractor, the Contractor requests relief of maintenance of the Resident Engineer's Office and if such a request is approved by the Engineer, the Contractor shall relocate the computer system to another location, within the County limits, designated by the Engineer.

Equipment furnished shall be for the Engineer's sole use and of standard quality and new or like new in appearance and function. The office shall be installed and ready for occupancy no later than twenty working days after the notice to proceed. Monthly telephone bills shall be paid by the Contractor and reimbursed by contract change order with a fifteen percent (15%) markup allowed.

The contract lump sum price paid for "Resident Engineer Office" shall include full compensation for furnishing and installing the "Resident Engineer's Office" as specified, maintaining until the final estimate has been approved by the Monterey County Resource Management Agency Deputy Director of Public Works, Facilities, and Parks, and removing the office, utility connections including bottled water service, furnishings, computer system, office equipment, office supplies, and utility billings (except for monthly telephone costs as provided above) as specified in these Special Provisions and as directed by the Engineer.

Payment for "Resident Engineer's Office" shall be made as follows:

A. At such time as installation and setup are complete (ready to occupy/use), including computer system and software, then twenty five percent (25%) payment for "Resident Engineer's Office" shall be made.

B. At such time as fifty percent (50%) of the work is completed, an additional fifty percent (50%) (total seventy five percent [75%]) payment for "Resident Engineer's Office" shall be made.

a. At such time as one hundred percent (100%) of the work is accepted, then the final twenty five percent (25%) (total one hundred percent [100%]) payment for "Resident Engineer's Office" shall be made.

^^

49 PILING

Add to section 49-1.03:

Expect difficult pile installation due to the conditions shown in the following table:

Pile location		Conditions
Bridge no.	Support location	
44C0187	Abutment 1	High groundwater, loose to medium dense sand layer overlying very dense/cemented sand, use of permanent steel casing, existing utilities.
44C0187	Bent 2	High groundwater, loose to medium dense sand layer overlying very dense/cemented sand, use of permanent steel casing, existing utilities
44C0187	Abutment 3	High groundwater, very dense/cemented sand starting at shallow depth, use of temporary steel casing, existing utilities.

Also see Special Provision 7-1.02K(6)(j)(iii) for information about concentrations of lead and petroleum products present in the soil at the site.

Add to section 49-2.02B(1)(a):

Permanent steel casings must comply with the specifications for Class N steel pipe piling.

Add to section 49-3.02B(6)(c):

The synthetic slurry must be one (1) of the materials shown in the following table:

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac GCV	CETCO CONSTRUCTION DRILLING PRODUCTS 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386
BIG FOOT	MATRIX CONSTRUCTION PRODUCTS 50 S MAIN ST STE 200 NAPERVILLE IL 60540 (877) 591-3137
POLY-BORE	BAROID INDUSTRIAL DRILLING PRODUCTS 3000 N SAM HOUSTON PKWY EAST HOUSTON TX 77032 (877) 379-7412

Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

Synthetic slurries must comply with the Department's requirements for synthetic slurries to be included in the above table. The requirements are available from the Offices of Structure Design, P.O. Box 168041, MS# 9-4/11G, Sacramento, California 95816-8041.

SlurryPro CDP synthetic slurry must comply with the requirements shown in the following table:

SlurryPro CDP

Quality characteristic	Test method	Requirement
Density During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 4	 ≤ 67.0[a] ≤ 64.0[a]
Viscosity During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	 50–120 ≤ 70
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	 ≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by two (2) pcf.

Super Mud synthetic slurry must comply with the requirements shown in the following table:

Super Mud

Quality characteristic	Test method	Requirement
Density During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 4	 ≤ 64.0[a] ≤ 64.0[a]
Viscosity During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	 32–60 ≤ 60
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	 ≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by two (2) pcf.

Shore Pac GCV synthetic slurry must comply with the requirements shown in the following table:

Shore Pac GCV

Quality characteristic	Test method	Requirement
Density During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 4	 ≤ 64.0[a] ≤ 64.0[a]
Viscosity During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	 33–74 ≤ 57
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	 ≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by two (2) pcf.

Terragel or Novagel Polymer synthetic slurry must comply with the requirements shown in the following table:

Terragel or Novagel Polymer

Quality characteristic	Test method	Requirement
Density During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 4	 ≤ 67.0[a] ≤ 64.0[a]
Viscosity During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	 45–104 ≤ 104
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	 ≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by two (2) pcf.

BIG-FOOT synthetic slurry must comply with the requirements shown in the following table:

BIG-FOOT

Quality characteristic	Test method	Requirement
Density During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 4	 ≤ 64.0[a] ≤ 64.0[a]
Viscosity During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	 30–125 55-114
pH	Glass electrode pH meter or pH paper	8.5–10.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	 ≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by two (2) pcf.

POLY-BORE synthetic slurry must comply with the requirements shown in the following table:

POLY-BORE

Quality characteristic	Test method	Requirement
Density During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 4	 62.8-65.8[a] 62.8-64.0[a]
Viscosity During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	 50–80 50-80
pH	Glass electrode pH meter or pH paper	7.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	 ≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a saltwater environment. The allowable density of slurry in a saltwater environment may be increased by two (2) pcf.

Add to section 49-3.02C(6):

Install permanent steel casings by impact or vibratory hammers, oscillators, rotators, or by placing in a drilled hole.

^^

50 PRESTRESSING CONCRETE

Add to section 50-1.01D(2)(b)(i):

Provide working drawings of the prestressing system proposed for use, for review.

Provide documentation and calibration results for each jack to be used in the work, indicating the date and results of the Caltrans Transportation Laboratory Calibration. Furnish the certified calibration results to the Engineer a minimum of five (5) working days prior to stressing.

^^

51 CONCRETE STRUCTURES

Add to section 51-1.01C(1):

You are responsible for calculating and setting elevation control points to construct concrete structures to the lines and grades shown. Submit elevation control points and calculations and allow five (5) days for Department review.

If the methacrylate crack treatment is applied to a bridge deck within 100 feet of a residence, business, or public space, submit a public safety plan. Include with the submittal:

1. Copy of public notification letter with a list of delivery addresses and posting locations. The letter must describe the work to be performed and state the treatment work locations, dates, and times. Deliver copies of the letter to residences and businesses within 100 feet of the treatment work and to local fire and police officials, at least seven (7) days before starting treatment activities. Post a copy of the letter at the job site.
2. Airborne emissions monitoring plan. Plan must include monitoring point locations. A CIH certified in comprehensive practice by the American Board of Industrial Hygiene must prepare and execute the plan.
3. Action plan for protecting the public if levels of airborne emissions exceed permissible levels.
4. Copy of the CIH's certification.

After completing methacrylate crack treatment activities, submit results from monitoring production airborne emissions as an informational submittal.

Replace the second paragraph of section 51-1.01C(1) with:

Submit a deck placement plan for concrete bridge decks. Include in the placement plan your method and equipment for ensuring that the concrete bridge deck is kept damp by misting immediately after finishing the concrete surface.

Replace *Reserved* in section 51-1.01D(1) with:

51-1.01D(1) AIRBORNE EMISSIONS MONITORING:

The job site must have at least four (4) airborne emissions monitoring points, including the mixing point, application point, and point of nearest public contact. Monitor airborne emissions during methacrylate crack treatment activities.

Replace the first paragraph of section 51-1.01D(3)(b)(i) with:

Test the surface smoothness and coefficient of friction in the presence of the Engineer. The Engineer measures crack intensity.

Replace the first sentence of the first paragraph of section 51-1.01D(3)(b)(ii) with:

Test the surface smoothness of the following in the presence of the Engineer:

The second paragraph of section 51-1.01D(3)(b)(ii) is deleted.

Replace the first sentence of the first paragraph of section 51-1.01D(3)(b)(iii) with:

After deck surfaces and approach slabs have been textured, test the coefficient of friction of the concrete surfaces under California Test 342, in the presence of the Engineer.

Add to section 51-1.02B:

Concrete for concrete bridge decks must contain polymer fibers. Each cubic yard of concrete must contain at least one (1) pound of microfibers and at least three (3) pounds of macrofibers.

Concrete for concrete bridge decks must contain a shrinkage reducing chemical admixture. Each cubic yard of concrete must contain at least 3/4 gallon of a shrinkage reducing admixture. If you use the maximum dosage rate shown on the Authorized Material List for the shrinkage reducing admixture, your submitted shrinkage test data does not need to meet the shrinkage limitation specified.

Replace *Reserved* in section 51-1.03A with:

51-1.03A SUPERELEVATIONS ON BRIDGE:

Vertical, horizontal, radial, or normal dimensions shown on the typical section are for zero percent (0%) cross slope. You may construct super elevated concrete box girder structures with the typical section rotated around the profile grade line in superelevation areas that have the following characteristics:

1. Sloping exterior girders.
2. Straight, uninterrupted cross slope between edges of deck.
3. A single profile grade line.

For portions of superstructures rotated about the profile grade:

1. Horizontal distances between the profile grade line and the edges of deck must be as shown.
2. Girder widths and slab thicknesses must be as shown.
3. Interior girder stems must remain vertical.

Replace the second and fourth paragraphs of section 51-1.03E(9) with:

Install hangers, utility cradles, anchor bolt inserts, manhole frames and covers, sleeves, casings, and other accessories required for the utility facilities that must be cast in concrete. Also install utility conduits per the requirements of section 70-7.01D of these Special Provisions.

Notify the Engineer and utility owner at least 30 days before the date the structures are ready for utility testing.

Replace the second paragraph of section 51-1.03F(5)(a) with:

The Contractor sets deck elevation control points for use in establishing the grade and cross section of the deck surface. The grade established by the deck elevation control points includes all camber allowances. Elevation control points will not be closer together than approximately eight feet (8') longitudinally and 24 feet transversely to the bridge centerline.

Replace the first paragraph of section 51-1.03F(5)(b)(i) with:

Except for bridge widenings, texture the bridge deck surfaces longitudinally by grinding and grooving.

Add to section 51-1.03F(5)(b)(i):

After completion of bridge deck texturing remove any remaining polymer fibers that extend from any horizontal or vertical bridge concrete surfaces.

Replace the second paragraph of section 51-1.03H with:

Cure the top surface of bridge decks by (1) misting and (2) the water method using a curing medium under section 90-1.03B(2). After strike off, immediately and continuously mist the deck with an atomizing nozzle that forms a mist and not a spray. Continue misting until the curing medium has been placed and the application of water for the water method has started. At the end of the curing period, remove the curing medium and apply curing compound on the top surface of the bridge deck during the same work shift under section 90-1.03B(3). The curing compound must be curing compound no. 1.

Delete the fourth paragraph of section 51-1.03H.

Add to section 51-3.03B(2):

Except for stainless steel surfaces, clean and paint metal bearing surfaces after fabrication under the specifications for new structural steel in section 59-2. SSPC-QP 1, SSPC-QP 2, and AISC-420-10/SSPC-QP 3 certifications are not required.

Add to section 51-4.01A:

The following drainage inlet types must be fabricated of PC concrete:

1. Type G1
2. Type G6

Replace *Reserved* in section 51-8 with:

51-8 RETAINING WALL TYPE 1:

Retaining Wall Type 1 shall conform to the provisions in section 51 Concrete Structures of the Standard Specifications and these Special Provisions.

Retaining Wall Type 1 reinforcing steel shall conform to the provisions in section 52 'Reinforcement of the Standard Specifications and these Special Provisions.

Excavation and backfill for Retaining Wall Type 1 shall conform to the provisions in section 19-3 Structure Excavation and Backfill of the Standard Specifications and these special provisions.

Texas Classic Type C411 Railing shall be constructed on top of the Retaining Wall Type 1 as shown on the plan sheets R-1, R-3.

^^

52 REINFORCEMENT

Add to section 52-1.01C(2):

Submit a pdf copy of shop drawings for all reinforcement before starting reinforcement fabrication. Allow 15 days for review.

Replace the first sentence of the second paragraph of section 52-1.01C(3) with:

Submit the following:

^^

59 STRUCTURAL STEEL COATINGS

Replace *Reserved* in section 59-2.01A(3)(b) with:

59-2.01A(3)(b): SSPC-QP CERTIFICATION:

Submit proof of each required SSPC-QP certification. Required certifications are:

1. SSPC-QP 2, Category A

^^

60 EXISTING STRUCTURES

Add to section 60-2.01A:

Remove the following structures or portions of structures:

Bridge no./Structure name	Description of work
44C0009/Existing Nacimiento Lake Drive Bridge	Remove entire bridge structure, including bridge superstructure and attachments, abutment 2, wingwalls, pier walls, bank protection, and remove foundations down to 3-feet below existing grade. The existing Abutment No. 1 will remain to provide a location for the Historical Marker.

The bridge superstructure consists of two (2) through-truss main spans with steel girders and a steel grid deck. The superstructure of the two (2) approach spans consists of a cast-in-place concrete deck over four steel railroad flatcar girders. The superstructure is approximately 295-feet long and 20-feet wide.

The superstructure is supported by three (3) bents, who of which consists of two (2) octagonal columns supported on timber piles and connected full height with an integral pier wall, and the southern most bent consisting of two (2) octagonal columns on spread footings, connected with a pier cap at the top and a concrete link beam below grade. The south abutment consists of a diaphragm type abutment with small concrete wingwalls, supported on steel rail piles. The north

abutment consists of a diaphragm type abutment with no wingwalls and bears directly on the soil.

Lead is present in the deteriorated green paint on the existing bridge truss and girder systems, the deteriorated black paint on the bridge deck beams and abutments, and the deteriorated white paint on the existing bridge railings, deck and wheel guides, all of which are classified as California and Federal hazardous waste based on lead content. The road striping paint is also considered a hazardous waste based on lead content. These paints must be removed and disposed of prior to demolition or other activities that would disturb them. Paints that are stripped, blasted, or otherwise separated from the substrate would also be classified as California and Federal hazardous waste based on lead content. See special Provisions sections 14-11.12 and 14-11.13 for additional information and requirements.

In accordance with MBUAPCD/MBARD Rule 424, written notification is required ten (10) working days prior to commencement of any demolition activity.

Protect in place the existing ExxonMobil natural gas, crude oil, and diesel gas lines that pass below the new Abutment 1 and under the roadway to the south of the existing southern Abutment, and continue northward on the east side of the existing bridge alignment, and wrap around the north end of the new Abutment 3. ExxonMobil requires a representative to be on site during any construction activities within the vicinity of their facilities. See the bridge foundation plan for contact information.

After existing bridge removal, regrade creek bottom to existing condition and regrade creek banks per the grading plans.

Revise the following items in the second paragraph of section 60-2.02A(3) as follows:

3. Locations where work is performed over creek and creek banks
5. Protection of people, property, utilities, improvements, creek and creek banks.
6. Methods for preventing material, equipment and debris from falling onto creek and creek banks

Add to section 60-2.02A(3):

For the following bridges or portions of bridges, allow the days shown in the following table for the review of the bridge removal work plan:

Bridge or portion of bridge	Review time (days)
43C0009	25

Debris from any paint removal and demolition activities must be prevented from falling on the soil or water below the bridge structure. As part of the bridge removal work plan, provide shop drawings detailing the protective cover system for protecting the soil and water.

See section 14-11.13 of these special provisions for additional requirements.

Hydro-Demolition:
If hydro-demolition is to be used for Bridge Removal, submit a hydro-demolition work plan, in addition to the bridge removal work plan, that describes in detail the hydro-demolition equipment and how it will be used, the water recovery system and protective cover details for

capturing any errant water that escapes the water recovery system. During hydro-demolition work, provide air and soil monitoring as follows:

Collect air and soil samples at locations designated by the Engineer.

Air Monitoring:
Air monitoring reports, including test results for samples taken after corrective action, must be prepared by the CIH and submitted:
1. Orally within 48 hours after sampling.
2. As an informational submittal within five (5) days after sampling.

Air monitoring reports must include:
1. Date and location of sample collection, sample number, Contract number, bridge number, name of the structure, and District-County-Route-Post Mile.
2. Name and address of the certified laboratory that performed the analyses.
3. Chain of custody documentation.
4. List of emission control measures in place when air samples were taken.
5. Air sample results compared to the appropriate permissible exposure limit (PEL).
6. Corrective action recommended by the CIH to ensure exposure to airborne metals outside containment systems and work areas is within specified limits.
7. Signature of the CIH who reviewed the data and made recommendations.

Monitor the ambient air and soil in and around the work area to verify the effectiveness of the containment system. Work area monitoring includes:
1. Collecting, analyzing, and reporting air and soil test results.
2. Recommending corrective action whenever specified air or soil concentrations are exceeded.

Collect air and soil samples at locations designated by the Engineer.
Air monitoring must be performed under the direction of a CIH.

Collect and analyze air samples to detect lead under the NIOSH Method 7082 using a detection limit of at least 0.05 µg/m3. .Collect and analyze air samples to detect other metals under NIOSH Method 7300 using a detection limit of at least one percent (1%) of the appropriate PEL specified by Cal/OSHA. You may use alternative methods of sampling and analysis with equivalent detection limits.

Concentrations of airborne metals outside containment systems and work areas must not exceed any of the following:
1. Average of 1.5 µg/m3 of air per day and 0.15 µg/m3 per day on a rolling 90-day basis. Calculate the average daily concentrations based on accumulated monitoring data and projections based on monitoring trends for the next 90 days or to the end of the work subject to the lead compliance plan if less than the specified averaging period.
2. Ten percent (10%) of the action level specified for lead by 8 CA Code of Regs §1532.1.
3. Ten percent (10%) of the appropriate PELs specified for other metals by Cal/OSHA.

Collect air samples daily during work activities that disturb the existing paint system. Air samples must be analyzed within 48 hours by a facility accredited by the Environmental Lead Laboratory Accreditation Program of the American Industrial Hygiene Association. If concentrations of airborne metals exceed allowable levels, modify the containment system or work activities to prevent further release of metals. If the CIH recommends corrective action,

collect and analyze additional samples after implementing the corrective action unless ordered otherwise.

Soil Sampling:
Submit test results of soil analyses verifying debris and water containment, including results for soil samples taken after corrective action:
1. Orally within 48 hours after sampling.
2. Within five (5) days after sampling.

Soil sampling results must include:
1. Date and location of sample collection, sample number, Contract number, bridge number, name of the structure, and District-County-Route-Post Mile.
2. Concentrations of heavy metals expressed in mg/kg and mg/L.
3. Name and address of the certified laboratory that performed the analyses.
4. Chain-of-custody documentation.

Collect two (2) soil samples from each creek bank before starting work and collect two (2) soil samples from each creek bank within 24 hours after the start of hydro-demolition work. A soil sample consists of five (5) plugs, each 3/4 inch in diameter and 1/2 inch deep, taken at each corner and center of a one (1) sq. yd. area. Analyze soil samples for:
1. Total chromium and lead by US EPA Method 6010B or US EPA Method 7000 series.
2. Soluble chromium and lead by California Waste Extraction Test (CA WET).
3. Soil pH by California DOT Test #643.

The laboratory that analyzes the samples must be certified by the SWRCB's ELAP for all analyses to be performed.

Concentrations of heavy metals in the work area's soil must not increase when the existing paint system is disturbed. If soil sampling shows an increase in the concentrations of heavy metals after completing the work:
1. Clean the affected area.
2. Resample until soil sampling and testing shows concentrations of heavy metals less than or equal to the concentrations collected before the start of work.

Replace the first sentence in section 60-2.02C(2) with:

Provide protective covers for bridge removal work to prevent any debris or other materials from entering the creek or landing on the creek banks.

Replace item 2 in the first paragraph of section 60-2.02C(2) with:

2. Prevent any materials, equipment or debris from falling onto the creek or creek banks.

Delete item 4 in the first paragraph of section 60-2.02C(2).

Replace “Not Used.” in section 60-2.02D with:

Bridge removal includes constructing the protective cover system. The system must

comply with section 60-2.02C(2) and 48.

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DIVISION VII DRAINAGE FACILITIES

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64 PLASTIC PIPE

Replace *Reserved* in section 64-2.02F with:

64-2.02F 18" STORM DRAIN CULVERT (HDPE):

18" Storm Drain Culvert (HDPE) shall conform to the provisions in section 64 "Plastic Pipe", "Existing Facilities." and specifically 64-2.02C Corrugated Polyethylene Pipe of the Standard Specifications and these special provisions. 18" Storm Drain Culvert (HDPE) shall be corrugated Polyethylene Pipe, Type S.

^^

65 CONCRETE PIPE

Replace *Reserved* in section 65-4 with:

65-4 18" RCP, CLASS III:

18" Reinforced Concrete Pipe, Class III shall conform to the provisions in section 65 "Concrete Pipe" and specifically 65-2 Reinforced Concrete Pipe and 65-2.02C Circular Reinforced Concrete Pipe of the Standard Specifications and these special provisions. 18" Reinforced Concrete Pipe shall be 18" inch diameter - Class III.

^^

68 SUBSURFACE DRAINS

Replace *Reserved* in section 68-8 with:

68-8 PERMEBLE MATERIAL:

Class 2 Permeable Material shall be placed within the Detention Basin as shown plan sheet D-3. Permeable Material shall conform to the provisions in section 68 and specifically section 68-2.02 Permeable Material and section 68-2.02F(3) Class 2 Permeable Material of the Standard Specifications. Payment for Permeable Material, Class 2 shall be by the cubic yard (CY).

Replace *Reserved* in section 68-9 with:

68-9 6” PERFORATED PLASTIC PIPE UNDERDRAIN:

6” Perforated Plastic Pipe Underdrain shall be placed within the Detention Basin as shown on plan sheet D-3. Perforated Plastic Pipe Underdrain shall conform to the provisions in section 68 and specifically section 68-2.02D Perforated Plastic Pipe. Perforated Pipe shall be smooth-wall PVC plastic pipe.

^^

70 MISCELLANEOUS DRAINAGE FACILITIES

Replace *Reserved* in section 70-7.01D with:

70-7.01D UTILITY CONDUITS:

Telephone Conduit and Welded Steel Pipe Casing

The requirements for the telephone conduits and for the welded steel casing at the abutments, including and not limited to grade of steel and other materials, wall thickness, coatings, and welding quality control, must be in conformance with the plans, specifications, and requirements of AT&T. It is the Contractor's responsibility to verify AT&T requirements and to coordinate inspection of the conduits and casings with AT&T. The Contractor must obtain approval of AT&T conduits and casings from AT&T prior to placing the deck concrete. Any expense incurred to correct deficiencies in order to obtain final approval of the conduits and casings from AT&T, will be borne by the Contractor.

Electrical Conduit and Welded Steel Pipe Casing

The requirements for the electrical conduits and for the welded steel casing at the abutments, including and not limited to grade of steel and other materials, wall thickness, coatings, and welding quality control, must be in conformance with the plans, specifications, and requirements of PG&E. It is the Contractor's responsibility to verify PG&E requirements and to coordinate inspection of the conduits and casings with PG&E. The contractor must obtain approval of PG&E conduits and casings from PG&E prior to placing the deck concrete. Any expense incurred to correct deficiencies in order to obtain final approval of the conduits and casings from PG&E will be borne by the Contractor.

Replace the first paragraph of section 70-7.02D:

Concrete casing supports must consist of a CIP minor concrete pipe cradle, welded wire reinforcement, galvanized steel pipe clamp, steel sheet, and two (2) anchor bolts. Steel hardware for the concrete casing supports must comply with section 75-3 of the Standard Specifications.

Replace R*eserved* in section 70-8 with:

70-8 PRECAST DRAINAGE INLET:

Precast Drainage Inlets Type G1 and G6 shall conform to the provisions in section 70, “Miscellaneous Drainage Facilities” of the Standard Specifications and these special

provisions. “Precast Drainage Inlets” shall be installed at the locations as shown on the plans. Type G6 Drainage Inlets shall use bicycle proof grates as shown on Standard Plan D77B and Type G1 Drainage Inlets shall use grates as shown on Standard Plan D77A.

Payment quantity for Drainage Inlet Type G1 and Drainage Inlet Type G6 shall be by each location shown on the plans and shall include associated grates.

^^

71 EXISTING DRAINAGE FACILITIES

Replace *Reserved* in section 71-6.03 with:

71-6.03A GENERAL:

Abandon culverts or pipelines by removing portions of the culverts or pipelines, filling the inside, and backfilling the depressions and trenches to grade. As an alternative to abandoning a culvert or pipeline, you may remove the culvert or pipeline, dispose of it, and backfill.

Notify the Engineer before abandoning a culvert or pipeline.

71-6.03B MATERIALS:

Openings into existing structures that are to remain in place must be plugged with minor concrete under section 90.

71-6.03C CONSTRUCTION:

Wherever culverts or pipelines intersect side slopes, remove them to a depth of at least three (3) feet. Measure the depth normal to the plane of the finished side slope. Abandon the remaining portion of the culvert or pipeline.

Culverts or pipelines that are 12 inches or more in diameter must be completely filled by authorized methods. Backfill with sand that is clean, free draining, and free from roots and other deleterious substances. As an alternative to sand, you may backfill with one of the following:

1. Controlled low-strength material under section 19-3.02G
2. Slurry cement backfill under section 19-3.02E

Ends of culverts and pipelines must be securely closed by a 6-inch-thick, tight-fitting plug or wall of commercial-quality concrete.

71-6.03D PAYMENT:

If backfilling inside the culvert or pipeline is required, payment for backfilling inside the culverts or pipelines is included in the payment for abandon culvert or abandon pipeline. Payment for backfilling outside the culvert or pipeline is included in the payment for abandon culvert or abandon pipeline.

If backfilling inside the culvert or pipeline is required, payment for backfilling inside the culvert or pipeline is paid for as sand backfill. Payment for backfilling outside the culvert or pipeline is included in the payment for abandon culvert or abandon pipeline.

^^

DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 SLOPE PROTECTION

Replace *Reserved* in section 72-7 with:

72-7 ROCK SLOPE PROTECTION (NO. 3, METHOD B) AT DRAINAGE CULVERT OUTLETS:

Rock Slope Protection (No. 3, Method B) and Rock Slope Protection Fabric (Class B) utilized to dissipate water at culvert outlets at locations indicated and as shown on the plan sheets D-1, D-2, and D-3 shall conform to the provisions in section 72 Slope Protection and specifically section 72-2 Rock Slope Protection. Rock Slope Protection (No. 3, Method B) shall correspond to size and gradation for Rock Slope Protection Class III listed in the Rock Gradation Table in section 72-2.02B Rock. Rock Slope Protection shall be installed by Method B as indicated in section 72-2.03C Placement Method B.

^^

78 INCIDENTAL CONSTRUCTION

Add to section 78-22.01 General:

Existing surfacing, when no longer required for the passage of public traffic, shall be obliterated at the locations shown on the plans.

^^

80 FENCES

Replace *Reserved* in section 80-2.02A General with:

80-2.02A FENCE POSTS:

Posts must be wood.

^^

DIVISION IX TRAFFIC CONTROL DEVICES

83 RAILINGS AND BARRIERS

83-2.02C(3) TYPE WB-31 TRANSITION RAILINGS:

Replace *Reserved* in section 83-2.02C(3) Type WB-31 Transition Railings: with:

The offset from the face of the Type WB-31 transition railing to the hinge point must be at least 3'-6".

The offset from the face of the adjacent midwest guardrail system to the hinge point must be transitioned from the offset at the Type WB-31 transition railing to 4'-0" using a ratio of 6:1.

83-2.04 TERMINAL SYSTEMS:

Replace *Reserved* in section 83-2.04B with:

83-2.04B(1) GENERAL:

83-2.04B(1)(a) SUMMARY:

Section 83-2.04B includes specifications for constructing alternative in-line terminal systems.

83-2.04B(1)(b) DEFINITIONS:

Not Used.

83-2.04B(1)(c) SUBMITTALS:

Submit a certificate of compliance for alternative in-line terminal systems.

83-2.04B(1)(d) QUALITY ASSURANCE:

Obtain the Department-authorized manufacturer’s drawing and the manufacturer’s check list for the assembly and installation of the alternative in-line terminal system from the manufacturer’s representative or distributor. Notify the Engineer of the type of alternative in-line terminal system to be installed at each location before starting installation activities. Complete, sign, and date the check list for each installed terminal system and submit a copy of the completed and signed check list for each installed location. The Engineer signs and dates the completed check lists, verifying the terminal system at each location was assembled and installed under the manufacturer’s instructions and as described.

83-2.04B(2) MATERIALS:

Alternative in-line terminal systems must be one of the following or a Department-authorized equal:

1. Type SKT-W-MGS for wood post terminal system - Type SKT-MGS terminal system must be a SKT 350 sequential kinking terminal with a system length of 53'-1-1/2", manufactured by Road Systems, Inc., located in Big Spring, Texas, and must include items detailed for Type SKT-MGS terminal system, as shown. The SKT 350 sequential kinking terminal can be obtained from the following distributors: Address Telephone no. UNIVERSAL INDUSTRIAL SALES PO BOX 699 PLEASANT GROVE UT 84062 (801) 785-0505 GREGORY INDUSTRIES INC 4100 13TH ST SW CANTON OH 44708 (330) 477-4800.

2. Type X-Lite terminal system – Type X -Lite terminal system must be a 31" X-Lite Guard Rail End Terminal manufactured by Barrier Systems, Inc., located in Vacaville, CA, and must include items detailed for Type 31" X-Lite terminal system, as shown. The 31" X-Lite Guard Rail End Terminal can be obtained from the following distributor: Address Telephone no. STATEWIDE SAFETY AND SIGNS INC 130 GROBRIC COURT FAIRFIELD CA 94533 (800) 770-2644.

3. Type 31" X-Tension terminal system - Type 31" X-Tension terminal system must be a 31" X-Tension Guard Rail End Terminal manufactured by Barrier Systems, Inc., located in Vacaville, CA, and must include items detailed for Type 31" X-Tension terminal system, as shown. The 31" X-Tension Guard Rail End Terminal can be obtained from the following distributor: Address Telephone no. STATEWIDE SAFETY AND SIGNS INC 130 GROBRIC COURT FAIRFIELD, CA 94533 (800) 770-2644.

83-2.04B(3) CONSTRUCTION:

Install alternative in-line terminal systems under the manufacturer's installation instructions. Identify each terminal system by painting the type of terminal system in 2-inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5. Paint must be metallic acrylic resin type spray paint. Before applying terminal system identification, the surface to receive terminal system identification must be free of all dirt, grease, oil, salt, or other contaminants by washing the surface with detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry.

For Type SKT-W-MGS terminal system, install the soil tube with soil plate attached at Post 1, breakaway cable terminal post at Post 2, and controlled release terminal posts at Posts 3 through 8.Drive the soil tubes with or without pilot holes, or place them in drilled holes. Backfill the space around the soil tubes with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. Coat the inside surfaces of the soil tubes to receive wood terminal posts with grease that will not melt or run at a temperature of 149 degrees F or less. Insert the posts into the tubes by hand. Do not drive the posts. You may slightly round the post edges to facilitate insertion.

For Type 31" X-Lite terminal system, connect two 13'- 6 1/2" rail elements between Post 7 and the Midwest Guardrail System. Use W6 x 8.5 or W6 x 9 steel posts for all crimped posts and line posts. Drive posts or place them in drilled holes. Backfill the space around the crimped posts, post 2 with attached soil plate, and lines posts with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. All blocks must be wood or plastic.

For Type 31" X-Tension terminal system, drive the steel post and soil anchor with or without pilot holes, or place them in drilled holes. Backfill the space around the steel post and soil anchor with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. Insert wood terminal posts into drilled holes by hand and backfill in the same manner as the steel post and soil anchor. Do not drive wood terminal posts. All blocks must be wood or plastic.

83-2.04B(4) PAYMENT:

Not Used.

Replace *Reserved* in section 83-2.04C Alternative Flared Terminal Systems with:

83-2.04C(1) GENERAL:

83-2.04C(1)(a) SUMMARY:

Section 83-2.04C includes specifications for constructing alternative flared terminal systems.

83-2.04C(1)(b) DEFINITIONS:

Not Used.

83-2.04C(1)(c) SUBMITTALS:

Submit a certificate of compliance for alternative flared terminal systems

83-2.04C(1)(d) QUALITY ASSURANCE:

Obtain the Department-authorized manufacturer's drawing and the manufacturer's check list for the assembly and installation of the alternative flared terminal system from the manufacturer's representative or distributor. Notify the Engineer of the type of alternative flared terminal system to be installed at each location before starting installation activities. Complete, sign, and date the check list for each installed terminal system and submit a copy of the completed and signed check list for each installed location. The Engineer signs and dates the completed check lists, verifying the terminal system at each location was assembled and installed under the manufacturer's instructions and as described.

83-2.04C(2) MATERIALS:

Alternative flared terminal systems must be one (1) of the following or a Department-authorized equal:

1. Type FLEAT-W-MGS for wood terminal system. Type FLEAT-MGS terminal system must be a FLEAT-350 with a system length of 37'-6", manufactured by Road Systems, Inc., located in Big Spring, Texas, and must include items detailed for Type FLEAT-MGS terminal system, as shown. The FLEAT-350 can be obtained from the following distributors: Address Telephone no. UNIVERSAL INDUSTRIAL SALES PO BOX 699 PLEASANT GROVE UT 84062 (801) 785-0505 GREGORY INDUSTRIES INC 4100 13TH ST SW CANTON OH 44708 (330) 477-4800.
2. Type X-Lite terminal system – Type X -Lite terminal system must be a 31" X-Lite Guard Rail End Terminal manufactured by Barrier Systems, Inc., located in Vacaville, CA, and must include items detailed for Type 31" X-Lite terminal system, as shown. The 31" X-Lite Guard Rail End Terminal can be obtained from the following distributor: Address Telephone no. STATEWIDE SAFETY AND SIGNS INC 130 GROBRIC COURT FAIRFIELD CA 94533 (800) 770-2644 3. Type 31" X-TENSION terminal system.
3. Type 31" X-Tension terminal system must be a 31" X-Tension Guard Rail End Terminal manufactured by Barrier Systems, Inc., located in Vacaville, CA, and must include items detailed for Type 31" X-Tension terminal system, as shown. The 31" X-Tension Guard Rail End Terminal can be obtained from the following distributor: Address Telephone no. STATEWIDE SAFETY AND SIGNS INC 130 GROBRIC COURT FAIRFIELD CA 94533 (800) 770-2644.

83-2.04C(3) CONSTRUCTION:

Install alternative flared terminal systems under the manufacturer's installation instructions. Identify each terminal system by painting the type of terminal system in 2-

inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5. Paint must be metallic acrylic resin type spray paint. Before applying terminal system identification, the surface to receive terminal system identification must be free of all dirt, grease, oil, salt, or other contaminants by washing the surface with detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry.

For Type 31" X-Lite terminal system, connect one 13'- 6 1/2" rail element to Post 7 and the Midwest Guardrail System. Use W6 x 8.5 or W6 x 9 steel posts for all crimped posts and line posts. Drive posts or place them in drilled holes. Backfill the space around the crimped posts, post 2 with attached soil plate, and lines posts with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. All blocks must be wood or plastic.

For Type FLEAT-W-MGS terminal system, install the soil tube with soil plate attached at Posts 1 and 2, breakaway cable terminal posts at Posts 1 and 2, and controlled release terminal posts at Posts 3 through 6. Drive the soil tubes with soil plates with or without pilot holes or place them in drilled holes. Backfill the space around the soil tubes with selected earth that is free of rock. Placed the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. The breakaway cable terminal posts must be inserted into the soil tubes by hand and must not be driven.

For Type 31" X-Tension terminal system, drive the steel post and soil anchor with or without pilot holes, or place them in drilled holes. Backfill the space around the steel post and soil anchor with selected earth that is free of rock in 4-inch-thick layers. Moisten and thoroughly compact each layer. Insert wood terminal posts into drilled holes by hand and backfill in the same manner as the steel post and soil anchor. Wood terminal posts must not be driven. All blocks must be wood or plastic.

83-2.04C(4) PAYMENT

Not Used.

Add to section 83-3.01C SUBMITTALS:

Submit shop drawings for Texas Classic Type C411 concrete bridge and retaining wall railings that show a full and complete elevation for each railing, with complete layout dimensions, interior and exterior bays and dimensions, pilaster locations and dimensions, abutment end pilaster locations and dimensions, wall end pilaster locations and dimensions, joint locations, and any other information required to confirm barrier details and layout.

Add to section 83-3.02B(1) GENERAL:

Concrete for bridge Texas Classic Type C411 concrete bridge railings must have a minimum 28 day compressive strength of 4000 pounds per square inch, and is considered to be designated by compressive strength.

Concrete for retaining wall Texas Classic Type C411 concrete railings must have a minimum 28 day compressive strength of 4000 pounds per square inch, and is considered to be designated by compressive strength.

^^

DIVISION XI MATERIALS

90 CONCRETE

Add to section 90-1.01C Submittals:

90-1.01C(13) POLYMER FIBERS (SUBMITTAL):

Submit fiber manufacturer's product data and instructions for use.

Submit a certificate of compliance for each shipment and type of fiber.

Replace the row for bridge deck concrete in the table in the 1st paragraph of section 90-1.02A **with:**

Bridge deck concrete	0.032

Add to section 90-1.02 MATERIALS:

90-1.02K POLYMER FIBERS:

Fibers must comply with ASTM D7508. Microfibers must be from ½" to 2" inches long. Macrofibers must be from 1" to 2-1/2" inches long.

^^

96 GEOSYNTHETICS

Add to section 96-1.02B PACKAGING, LABELING, AND STORING:

Filter fabric for geocomposite drains at abutments, wingwalls and retaining walls must be Class B.

REVISED STANDARD SPECIFICATIONS

The latest Revised Standard Specifications for use on this project were issued by Caltrans on 4/17/2020.

The most recent Caltrans Revised Standard Plans and Specifications are available at the following web site.

https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications

ATTACHMENT A: PERMITS

CDFW STREAMBED ALTERATION PERMIT

USACE NATIONWIDE PERMIT

CENTRAL COAST RWQCB PERMIT

APPENDIX I - SAMPLE CONTRACT

SAMPLE CONTRACT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 2202

THIS AGREEMENT (hereafter, “agreement” or “instrument”), is made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and _____, hereinafter called the "Contractor," (collectively referred to as “the parties”.)

WITNESSETH:

(1) THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the Contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)

in accordance with this agreement and with all of the following additional Contract documents which are incorporated into and made a part of this agreement:

(a) The Standard Specifications 2015, and the Standard Plans 2015, including issued revision, of the State of California, Department of Transportation.

(b) A set of plans and cross sections (when applicable) entitled:

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)

(c) The Special Provisions for the work.

(d) The Notice to Bidders calling for bids.

(e) The required Payment and Performance bonds.

(f) Federal Wage Rates.

(g) Certificate of Insurance.

(h) Form FHWA-1273.

(i) The accepted bid/proposal including the following:

(1) List of Subcontractors
(2) Equal Employment Opportunity Certification
(3) Public Contract Code
Section 10285.1 Statement
Section 10162 Questionnaire
Section 10232 Statement
(4) Noncollusion Declaration
(5) Debarment and Suspension Certification
(6) NonLobbying Certification For Federal-Aid Contracts
(7) Disclosure of Lobbying Activities
(8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
(9) Statement Concerning Employment of Undocumented Aliens
(10) Contractor's Certificate As To Workers' Compensation
(11) List of Satisfied Public Agencies
(12) Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
(13) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
(14) Exhibit 15-H DBE Information-Good Faith Efforts
(15) Bidder's Bond

All Contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his/her/its/their employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this Contract:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
1	015808		Remove 18” Culvert	EA	1		
2	057700A		Protect Existing Utilities In Place	LS	1		
3	066013		Construction Staking	LS	1		
4	066018		Furnish Field Office	LS	1		
5	070030		Lead Compliance Plan	LS	1		
6	080050		Progress Schedule (CPM)	LS	1		
7	090105		Time-Related Overhead	LS	1		
8	120090		Construction Area Signs	LS	1		
9	120100		Traffic Control System	LS	1		
10	120165		Channelizer (Surface Mounted)	EA	130		
11	130100		Job Site Management	LS	1		
12	130200		Prepare Water Pollution Control Program	LS	1		
13	130300		Water Pollution Control/Erosion Control	LS	1		
14	130310		Rain Event Action Plan	EA	10		
15	130330		Storm Water Annual Report	EA	2		
16	141000	F	Temporary Fence (Type ESA)	LF	750		
17	146002	S	Contractor Supplied Biologist	LS	1		
18	146007		Invasive Species Control	LS	1		
19	150605		Remove Fence	LF	1,070		
20	153103		Cold Plane Asphalt Concrete Pavement	SQYD	80		

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
21	157550		Bridge Removal	LS	1		
22	160110		Temporary High-Visibility Fence	LF	1,500		
23	170103		Clearing and Grubbing	LS	1		
24	190101		Roadway Excavation	CY	405		
25	190140		Trench Excavation	CY	360		
26	190151	F	Grading for Wetlands	CY	700		
27	192003	F	Structure Excavation (Bridge)	CY	400		
28	192037	F	Structure Excavation (Retaining Wall)	CY	190		
29	193003	F	Structure Backfill (Bridge)	CY	200		
30	193013	F	Structure Backfill (Retaining Wall)	CY	171		
31	198010		Imported Borrow	CY	5,600		
32	198209		Subgrade Enhancement Geotextile, Class B2	SQYD	2,520		
33	203031	S	Erosion Control (Hydroseed)	SQYD	2,000		
34	204003	S	Plant (Group C) Willow & Mulefat Riparian Scrub Plant	EA	80		
35	204006	S	Plant (Group W) Willow Cuttings	EA	40		
36	204008	S	Plant (Group H) Willow & Mulefat Riparian Seed Mix	SQYD	750		
37	204009	S	Plant (Group I) Valley Oak Riparian Woodland Plant Palette	EA	36		
38	204010	S	Plant (Group O) Valley Oak Riparian Woodland Seed Mix	SQYD	800		
39	204011	S	Plant (Group K) Wetland Plant Palette	EA	240		

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
40	204013	S	Wetland Seed Mix	SQYD	390		
41	204099	S	Plant Establishment Work	LS	1		
42	210220		Bio-Treatment Soil Mix	CY	49		
43	260203		Class 2 Aggregate Base	CY	710		
44	390132		Hot Mix Asphalt (Type A)	TON	580		
45	394076		Place Hot Mix Asphalt Dike (Type E)	LF	370		
46	394077		Place Hot Mix Asphalt Dike (Type F)	LF	75		
47	490500A	F-P	90” Dia. Permanent Steel Casing (Abut 1)	LF	75		
48	490500B	F-P	102” Dia. Permanent Steel Casing (Bent 2)	LF	23		
49	490604		30” Dia. CIDH Concrete Piling (Abut 3)	LF	306		
50	490616		84” CIDH Concrete Piling (Abut 1)	LF	123		
51	490618		96” CIDH Concrete Piling (Bent 2)	LF	73		
52	500001	F	Prestressing Cast-In-Place Concrete	LS	1		
53	510051	F	Structural Concrete, Bridge Footing	CY	65		
54	510053	F	Structural Concrete, Bridge	CY	650		
55	510054	F	Structural Concrete, Bridge (Polymer Fiber)	CY	245		
56	510060	F	Structure Concrete, Retaining Wall	CY	91		
57	510085	F	Structural Concrete, Approach Slab	CY	25		
58	510502		Minor Concrete (Minor Structure)	CY	6		
59	518051	P	PTFE Spherical Bearing	EA	8		
60	519100	P	Joint Seal (MR=2.0”)	LF	72		

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
61	519102	F	Joint Seal (Type AL)	LF	40		
62	520102	F-P	Bar Reinforcing Steel (Bridge)	LB	387,500		
63	520103	F-P	Bar Reinforcing Steel (Retaining Wall)	LB	11,200		
64	566011		Roadside Sign – One Post	EA	8		
65	641107		18” Storm Drain Culvert (HDPE)	LF	52		
66	650014		18” Reinforced Concrete Pipe	LF	340		
67	650311		18” Reinforced Concrete Pipe, Class III	LF	92		
68	665013		15” Corrugated Steel Pipe (.064” Thick)	LF	20		
69	680902		6” Perforated Plastic Pipe Underdrain	LF	20		
70	682042		Class 2 Permeable Material	CY	49		
71	703450A	F-P	18” Welded Steel Pipe Casing (Bridge)	LF	90		
72	707106		Precast Drainage Inlet with Grate	EA	4		
73	721013		Rock Slope Protection (1/4 Ton, Method B)	CY	410		
74	721019		Rock Slope Protection (No. 3, Method B)	CY	20		
75	721028		Rock Slope Protection (No. 2, Method B)	CY	155		
76	729011A		Rock Slope Protection Fabric (At Abutments)	SQYD	650		
77	729011B		Rock Slope Protection Fabric (Class 8) (At Drainage Outlets)	SQYD	54		
78	731502		Minor Concrete (Miscellaneous Construction)	CY	6		
79	780210		Survey Monument (Type A)	EA	3		
80	782120		Relocate Mail Box	EA	1		

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
81	800006		Fence (Type BW 6-Strand Wood Post)	LF	750		
82	820132		Object Marker (Type L)	EA	4		
83	820134		Object Marker (Type P)	EA	4		
84	839543		Transition Railing (Type WB-31)	EA	4		
85	839584		Alternative In-Line Terminal System	EA	3		
86	839585		Alternative Flared Terminal System	EA	1		
87	839700A	F	Texas Classic Type C411 Railing (At Retaining Wall)	LF	97		
88	839700B	F	Texas Classic Type C411 Railing (At Bridge Structure)	LF	605		
89	840501		Thermoplastic Traffic Stripe	LF	4,220		
90	861020A	F	4” Diameter AT&T Type 3 Telephone Conduit	LF	592		
91	86102B	F	6” Diameter PG&E Type 1 Electrical Conduit	LF	592		
92	999990		Mobilization	LS	1		
					TOTAL COST		

F – Final Pay Item
S – Specialty Item
P – Partial Pay Item

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date appearing below their respective signatures.

CONTRACTOR:

(Name of Company)

By: _____
Signature of Chair, President, or Vice-President

Printed Name and Title

Date: _____

By: _____
Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer*

Printed Name and Title

Date: _____

COUNTY OF MONTEREY:

APPROVE AS TO FISCAL TERMS

By: _____
Name: Carl P. Holm
Title: RMA Director
Dated: _____

By: _____
Name: Gary Giboney
Title: Chief Deputy Auditor-Controller
Date: _____

APPROVE AS TO FORM

By: _____
Name: Marry Grace Perry
Title: Deputy County Counsel
Date: _____

APPROVE AS TO INDEMNITY/ INSURANCE LANGUAGE

By: _____
Name: Leslie J. Girard
Title: Chief Assistant County Counsel
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 Corporation 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 signature of two (2) managing members. 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 Contract 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 Contract.

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 9550)

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a Contract for the following project:

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we_____, as Principal, and _____ _____ as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of _____ Dollars ($, , .) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works & Facilities).

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals this _____day of_____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

_____
Principal

By _____

Name and Title _____

(Corporate Seal)

_____
Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

COUNTY OF MONTEREY

PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, _____ as Contractor, a Contract for the following project:

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we_____, as Principal, and _____ _____ as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of _____ Dollars ($, , .), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall defend, indemnify and save harmless the County, the members of its board of supervisors, and its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms or conditions, or

(2) Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and County of Monterey, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of Contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

_____
Principal

By _____

Name and Title _____

(Corporate Seal)

_____
Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

APPENDIX II – EXHIBITS AND FORMS

EXHIBIT 17-O DISADVANTAGE BUSINESS ENTERPRISE (DBE) CERTIFICATION STATUS CHANGE

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
CP-CEM-2403(F) (New. 10/99)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit. Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/ DECERTIFICATION DATE Letter attached
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE

Distribution Original copy -DLAE
Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

Form CP-CEM 2403(F) (New 10/99)
DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to Contractors on federally funded projects that had a changed in Certification status during the course of the completion of the Contract. The two (2) situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the Contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the Contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and Contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those Contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGE BUSINESS ENTERPRISES (DBE) FIRST-TIER SUBCONTRACTORS

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
(DBE), FIRST-TIER

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.

CEM-2402F (REV 02/2008)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES NO.	FEDERAL AID PROJECT	ADMINISTERING AGENCY		CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT $	

ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT			DATE OF FINAL PAYMENT
				NON-DBE	DBE	DATE WORK COMPLETE	
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
ORIGINAL COMMITMENT $			TOTAL	$	$		

DBE

List all First-Tier Subcontractors, vantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item Disad of work) was different than d at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts: **Original** - District Construction; **Copy**- Business Enterprise Program; **Copy**- Contractor; **Copy** Resident Engineer

Copy Distribution-Local Agency contracts: **Original** - District Local Assistance Engineer; **Copy**- District Local Assistance Engineer; **Copy**- Local Agency file

FINAL REPORT – UTILIZATION OF
DISADVANTAGED BUSINESS
ENTERPRISES (DBE), FIRST-TIER
SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime Contractor name and business address. The focus of the form is to describe who did what by Contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work using both DBE and non-DBE work forces. DBE prime Contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item Nos.) and description of the work performed and the materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the Contractor and notify the Contractor in writing with the date of the decertification if their status should change during the course of the Project.

The form has six (6) columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: http://www.dot.ca.gov/hq/bep or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a Contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this Contractor under the appropriate DBE identification column.

If a Contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six (6) columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime Contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The Contractor and the resident Engineer sign and date the form indicating that the information provided is complete and correct.

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT

OMB NO. 2125-0019
Local Agency Contract No.
Report For
JULY _____ 20_

1. CHECK APPROPRIATE BLOC Contractor	2. NAME AND ADDRESS OF FIRM	3. FEDERAL-AID PROJECT NUMBER	4. TYPE OF CONSTRUCTION

5. COUNTY AND STATE	6. PERCENT COMPLETE	7. BEGINNING CONSTR. DATE	8. DOLLAR AMOUNT OF CONTRACT	9. ESTIMATED PEAK	
				Month and Year	Number of Employees

10. EMPLOYMENT DATA

JOB CATEGORIES	TOTAL EMPLOYEES		TOTAL MINORITIES		BLACK Not of Hispanic		HISPANIC		AMERICAN INDIAN OR ALASKAN NATIVE		ASIAN OR PACIFIC		WHITE Not of Hispanic Origin		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (Managers)																		
SUPERVISORS																		
FOREMEN/WOMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
Table C																		
APPRENTICES																		
ON THE JOB TRAINEES																		

11. PREPARED BY: (Signature and Title of Contractor's Representative) DATE

12. REVIEWED BY: (Signature and Title of Local Agency Official) DATE

Distribution: Prepared by the contractor and subcontractors and sent to the local agency (1) Original - Local agency project files (2) Copy - Caltrans District Local

Form FHWA-1391 (Rev. 3-92 **Electronic** PREVIOUS EDITION ARE OBSELETE

LOCAL AGENCY CONTRACTORS AND SUBCONTRACTORS INSTRUCTIONS FOR COMPLETING FHWA 1391 FORM

The FHWA-1391 form shall be used to report the number of minority and non-minority employees by gender employed in each work classification on a Federal-aid Contract. The "Job Categories" column is used to identify work classification. When identifying work classification use only the categories listed on the form. Miscellaneous job categories are to be incorporated in the most appropriate category listed on the form.

WHO MUST REPORT:

Each prime Contractor and subcontractor, regardless of tier, who has a Federal-aid Contract exceeding $10,000.

REPORT DATA:

Each Contractor is to collect data of the number of project personnel who worked all or any part of the last full week of July. Contractors who do not perform any work during the last full week of July must write "Not Applicable" across the form, sign, date and return.

DUE DATE:

Due on or before the 15th of August.

DEFINITION OF TERMS:

OFFICIALS (Managers):	Officers, project engineers, superintendents, etc., who have management level responsibility and authority.
SUPERVISORS:	All levels of Project supervision, if any, between management and foremen levels.
FOREMEN/WOMEN:	Men and women in direct charge of crafts workers and laborers performing work on the Project.
MECHANICS:	Equipment service and maintenance personnel.
LABORERS, SEMI-SKILLED:	All laborers classified by specialized type of work.
LABORERS, UNSKILLED:	All Non-classified laborers.
OTHERS:	Miscellaneous job classifications are to be incorporated in the most appropriate category listed on the form. All employees on the Project should be accounted for.

BLOCK ENTRIES

(1) CHECK APPROPRIATE BLOCK – Check only one (1) box.

(2) NAME AND ADDRESS OF FIRM – Enter the firm's name, street address, city, town, state and zip code. Do not abbreviate.

(3) FEDERAL-AID PROJECT NUMBER – Enter all Federal-aid project number(s) associated with the Contract number. (If you are a subcontractor and do not know the Federal-aid project number, contact the prime Contractor).

(4) TYPE OF CONSTRUCTION – Enter type of work associated with the Contract number. (If you are a subcontractor and do not know the type of construction, contact the prime Contractor).

(5) COUNTY AND STATE – Enter all county(ies) and state(s) associated with the Contract number. (If you are a subcontractor and do not know the county(ies) and state(s), contact the prime Contractor).

(6) PERCENT COMPLETE – Enter percentage completed, based on the dollar amount of the Contract completed.

(7) BEGINNING CONSTRUCTION DATE – Enter date construction began.

(8) DOLLAR AMOUNT OF CONTRACT – Enter dollar amount of Contract, including amended amounts.

(9) ESTIMATED PEAK EMPLOYMENT –

(a) Month and Year – Enter month and year of peak employment during the life cycle of the Contract.
(b) Number of Employees – Enter number of employees, based on the peak employment during the life of the Contract.

(10) EMPLOYMENT DATA –
(Table A) – Enter number of employee(s) based on race, gender and job category during the reporting period.
(Table B) – Enter number of apprentice(s) and on-the-job trainee(s) based on gender and job category during the reporting period.
(Table C) – Enter number of apprentice(s) and on-the-job trainee(s) based on race and gender during the reporting period.

(11) PREPARED BY – Signature and Title of Contractor's Representative certifying the reported data to be true.

(12) REVIEWED BY – Signature and Title of Local Agency Official reviewing data.

Note: Include Contract number in the block located at the top of the form.

Distribution: Prepared by the Contractor and subcontractors and sent to the local agency. (1) Original – Local agency project files (2) Copy – Caltrans Local Assistance District Engineer

NOTICE

The highway construction underway at this location is a Federal or Federal-aid project and is subject to applicable State and Federal laws, including Title 18, United States Code, Section 1020, which reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm or corporation, knowingly makes any false statement, false representation or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction of any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever, knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to the provision of the Federal Aid Road Act approved July 11, 1916 (39 Stat. 355) as amended and supplemented,

Shall be fined under this title or imprisoned not more than five years, or both."

Any person having reason to believe this statute is being violated should report the same to the agency representative(s) named below.

State Transportation Agency	U.S. Department of Transportation Hotline for Fraud, Waste, & Abuse **1-800-424-9071**	Federal Highway Administration Division Administrator

FHWA Form-1022 (Revised May2015)

MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

PUBLIC WORKS, FACILITIES AND PARKS

BOOK TWO

BID FORM

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)

MONTEREY COUNTY BOARD OF SUPERVISORS
GOVERNMENT CENTER, 168 W. ALISAL STREET, 1ST FLR,
CONFERENCE ROOM 1032
SALINAS, CALIFORNIA 93901-2437

BOOK TWO

BID FORM

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____
(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: **AREA CODE ( )** _____

FAX NO: **AREA CODE ( )** _____

CONTRACTOR LICENSE NO. _____

APPROVED AS TO FORM:
Mary Grace Perry
Digitally signed by Mary Grace Perry
Date: 2020.09.03 12:45:14 -07'00'
MARY GRACE PERRY
Deputy County Counsel

BOOK TWO

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BID FORM

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)

TO: MONTEREY COUNTY BOARD OF SUPERVISORS
Government Center
168 W. Alisal Street, 1st Floor, Room 1032
Salinas, California 93901-2683

1. Pursuant to and in compliance with the Notice to Bidders Inviting Formal Bids and with the other documents relating thereto, the undersigned bidder, having become familiar with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, the project plans and specifications, and the other Contract documents, hereby proposes and agrees to perform within the time hereinafter set forth the said Specifications and shown on the plans accompanying them, and to provide and furnish any and all labor, materials, equipment, transportation, utilities, and services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with the following project: NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT, all in strict conformity with the specifications and other Contract documents, including all addenda for the sum hereinafter stated:

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(040)

BID:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
1	015808		Remove 18" Culvert	EA	1		
2	057700A		Protect Existing Utilities In Place	LS	1		
3	066013		Construction Staking	LS	1		
4	066018		Furnish Field Office	LS	1		
5	070030		Lead Compliance Plan	LS	1		
6	080050		Progress Schedule (CPM)	LS	1		
7	090105		Time-Related Overhead	LS	1		
8	120090		Construction Area Signs	LS	1		
9	120100		Traffic Control System	LS	1		
10	120165		Channelizer (Surface Mounted)	EA	130		
11	130100		Job Site Management	LS	1		
12	130200		Prepare Water Pollution Control Program	LS	1		
13	130300		Water Pollution Control/Erosion Control	LS	1		
14	130310		Rain Event Action Plan	EA	10		
15	130330		Storm Water Annual Report	EA	2		
16	141000	F	Temporary Fence (Type ESA)	LF	750		
17	146002	S	Contractor Supplied Biologist	LS	1		
18	146007		Invasive Species Control	LS	1		
19	150605		Remove Fence	LF	1,070		

BID Continued:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
20	153103		Cold Plane Asphalt Concrete Pavement	SQYD	80		
21	157550		Bridge Removal	LS	1		
22	160110		Temporary High-Visibility Fence	LF	1,500		
23	170103		Clearing and Grubbing	LS	1		
24	190101		Roadway Excavation	CY	405		
25	190140		Trench Excavation	CY	360		
26	190151	F	Grading for Wetlands	CY	700		
27	192003	F	Structure Excavation (Bridge)	CY	400		
28	192037	F	Structure Excavation (Retaining Wall)	CY	190		
29	193003	F	Structure Backfill (Bridge)	CY	200		
30	193013	F	Structure Backfill (Retaining Wall)	CY	171		
31	198010		Imported Borrow	CY	5,600		
32	198209		Subgrade Enhancement Geotextile, Class B2	SQYD	2,520		
33	203031	S	Erosion Control (Hydroseed)	SQYD	2,000		
34	204003	S	Plant (Group C) Willow & Mulefat Riparian Scrub Plant Palette	EA	80		
35	204006	S	Plant (Group W) Willow Cuttings	EA	40		
36	204008	S	Plant (Group H) Willow & Mulefat Riparian Seed Mix	SQYD	750		
37	204009	S	Plant (Group I) Valley Oak Riparian Woodland Plant Palette	EA	36		
38	204010	S	Plant (Group O) Valley Oak Riparian Woodland Seed Mix	SQYD	800		

BID Continued:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
39	204011	S	Plant (Group K) Wetland Plant Palette	EA	240		
40	204013	S	Wetland Seed Mix	SQYD	390		
41	204099	S	Plant Establishment Work	LS	1		
42	210220		Bio-Treatment Soil Mix	CY	49		
43	260203		Class 2 Aggregate Base	CY	710		
44	390132		Hot Mix Asphalt (Type A)	TON	580		
45	394076		Place Hot Mix Asphalt Dike (Type E)	LF	370		
46	394077		Place Hot Mix Asphalt Dike (Type F)	LF	75		
47	490500A	F-P	90” Dia. Permanent Steel Casing (Abut 1)	LF	75		
48	490500B	F-P	102” Dia. Permanent Steel Casing (Bent 2)	LF	23		
49	490604		30” Dia. CIDH Concrete Piling (Abut 3)	LF	306		
50	490616		84” CIDH Concrete Piling (Abut 1)	LF	123		
51	490618		96” CIDH Concrete Piling (Bent 2)	LF	73		
52	500001	F	Prestressing Cast-In-Place Concrete	LS	1		
53	510051	F	Structural Concrete, Bridge Footing	CY	65		
54	510053	F	Structural Concrete, Bridge	CY	650		
55	510054	F	Structural Concrete, Bridge (Polymer Fiber)	CY	245		
56	510060	F	Structure Concrete, Retaining Wall	CY	91		
57	510085	F	Structural Concrete, Approach Slab	CY	25		
58	510502		Minor Concrete (Minor Structure)	CY	6		

BID Continued:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
59	518051	P	PTFE Spherical Bearing	EA	8		
60	519100	P	Joint Seal (MR=2.0")	LF	72		
61	519102	F	Joint Seal (Type AL)	LF	40		
62	520102	F-P	Bar Reinforcing Steel (Bridge)	LB	387,500		
63	520103	F-P	Bar Reinforcing Steel (Retaining Wall)	LB	11,200		
64	566011		Roadside Sign – One Post	EA	8		
65	641107		18" Storm Drain Culvert (HDPE)	LF	52		
66	650014		18" Reinforced Concrete Pipe	LF	340		
67	650311		18" Reinforced Concrete Pipe, Class III	LF	92		
68	665013		15" Corrugated Steel Pipe (.064" Thick)	LF	20		
69	680902		6" Perforated Plastic Pipe Underdrain	LF	20		
70	682042		Class 2 Permeable Material	CY	49		
71	703450A	F-P	18" Welded Steel Pipe Casing (Bridge)	LF	90		
72	707106		Precast Drainage Inlet with Grate	EA	4		
73	721013		Rock Slope Protection (1/4 Ton, Method B)	CY	410		
74	721019		Rock Slope Protection (No. 3, Method B)	CY	20		
75	721028		Rock Slope Protection (No. 2, Method B)	CY	155		
76	729011A		Rock Slope Protection Fabric (At Abutments)	SQYD	650		
77	729011B		Rock Slope Protection Fabric (Class 8) (At Drainage Outlets)	SQYD	54		
78	731502		Minor Concrete (Miscellaneous Construction)	CY	6		

BID Continued:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
79	780210		Survey Monument (Type A)	EA	3		
80	782120		Relocate Mail Box	EA	1		
81	800006		Fence (Type BW 6-Strand Wood Post)	LF	750		
82	820132		Object Marker (Type L)	EA	4		
83	820134		Object Marker (Type P)	EA	4		
84	839543		Transition Railing (Type WB-31)	EA	4		
85	839584		Alternative In-Line Terminal System	EA	3		
86	839585		Alternative Flared Terminal System	EA	1		
87	839700A	F	Texas Classic Type C411 Railing (At Retaining Wall)	LF	97		
88	839700B	F	Texas Classic Type C411 Railing (At Bridge Structure)	LF	605		
89	840501		Thermoplastic Traffic Stripe	LF	4,220		
90	861020A	F	4” Diameter AT&T Type 3 Telephone Conduit	LF	592		
91	86102B	F	6” Diameter PG&E Type 1 Electrical Conduit	LF	592		
92	999990		Mobilization	LS	1		
					TOTAL COST		

F – Final Pay Item
S – Specialty Item
P – Partial Pay Item

2. Bids are required for the entire work. The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of Bids, and the County of Monterey does not, expressly or by implication, agree that the actual amount of work shall correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, as may be deemed necessary without claim for damage or loss of anticipated profit and that payment shall be made only on the basis of the actual quantities of work performed.

   The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

   The basis of award to the lowest responsive, responsible bidder will be the lowest TOTAL BID.

   The bid submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid, in the named person's own handwriting.

   In case of discrepancy between the unit price and the item total price set forth for the item, the unit price shall prevail; provided, however, if the amount set forth as the unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Item Total" column for the item shall prevail in accordance with the following:

   (1) As to lump sum items, the amount set forth in the "Item Total" column shall be the unit price.

   (2) As to unit basis items, the amount set forth in the "Item Total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.

3. The undersigned has checked all of the above figures carefully and understands that the County of Monterey (also referred to herein as "Owner") will not be responsible for any errors and omissions on the part of the undersigned in making this bid.

   Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar.

   The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the

discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

4. It is understood that the Owner reserves the right to reject any and all bids or waive any irregularities or informalities in the bidding.

5. This bid shall remain valid and will not be withdrawn by the undersigned bidder for a period of ninety (90) days from the date prescribed for opening of this bid.

6. Attached hereto are the following:

(1) List of Subcontractors
(2) Equal Employment Opportunity Certification
(3) Public Contract Code
Section 10285.1 Statement
Section 10162 Questionnaire
Section 10232 Statement
(4) Noncollusion Declaration
(5) Debarment and Suspension Certification
(6) NonLobbying Certification For Federal-Aid Contracts
(7) Disclosure of Lobbying Activities
(8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
(9) Statement Concerning Employment of Undocumented Aliens
(10) Contractor's Certificate as to Workers' Compensation
(11) List of Satisfied Public Agencies
(12) Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
(13) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
(14) Exhibit 15-H DBE Information-Good Faith Efforts
(15) Bidder's Bond

7. If this bid is accepted by the Owner, then the undersigned shall, within ten (10) business days after receipt of the Letter of Intent to Award, execute and deliver to the Owner (a) a Contract in the form set forth in the Contract documents on which this bid is based, (b) a payment bond for public works and facilities, as required by the Contract documents, (c) a performance bond, as similarly required, and (d) insurance certificates showing all required insurance coverage. The undersigned will thereafter commence and complete the work within the time required by the Contract documents.

In the event the bidder to whom the Letter of Intent to Award Contract is given fails or refuses to Contract as required, including to post the required bonds, provide the insurance certificates, and return the executed copies of the agreement form within ten (10) business days from the date of receiving the Letter of Intent to Award Contract, the County may, at its option, determine that the bidder has abandoned the Contract, reject

the bid, and declare the bidder's security forfeited as damages and same shall become the property of the County of Monterey.

8. Notice of acceptance and any requests for additional information should be addressed to the undersigned at the following address:

_____

_____

_____

9. The names of all persons interested in the foregoing proposal as principals are as follows:

_____

_____

_____

(IMPORTANT NOTICE: If the bidder or other interested person is a corporation, state the legal name of the corporation, and the names of the president, secretary, treasurer, and manager thereof; if a limited liability corporation (LLC), state the legal name of the LLC, and the names of the LLC managers, if a partnership, state the name of the firm and the names of all the individual partners composing the firm; if the bidder or other interested person is an individual, state the first and last names in full and give all fictitious names under which the individual does business.)

10. By execution of this bid, the undersigned bidder declares that he or she is a Contractor licensed in accordance with the Contractors' State License Law, as follows:

Classification: _____
License number: _____
Expiration date: _____

11. ADDENDA - This Bid is submitted with respect to the changes to the Contract included in addenda number(s) ____, ____, ____, ____, ____, ____, ____, and ____. If the Bidder submits this bid without all issued addenda, the agency finds your bid nonresponsive.

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda. By signing this Bid on the signature portion thereof, the Bidder acknowledges receipt of all addenda.)

12. This bid is Submitted pursuant to Section 7103.5(b) of the Public Contract Code which states,

(a) As used in this section:

(1) "Public works contract" means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure, building, road, or other improvement of any kind.

(2) "Awarding body" means the state or the subdivision or agency awarding a public works contract.

(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

(c) Subdivision (b) shall be included in full in the specifications for the public works contract or in the general provisions incorporated therein and shall be included in full in the public works contract or in the general provisions incorporated therein.

By submitting this bid to the County, the bidder offers and agrees that if the bid is accepted, and a contract is awarded, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials by the bidder/contractor/subcontractor pursuant to the public works contract or subcontract. Such assignment shall be made and become effective at the time the awarding body tenders final payment to the bidder/contractor, without further acknowledgment by the parties.

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, the Equal Employment Opportunity Certification; the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification; the Statement Concerning Employment of Undocumented Aliens; and the Contractor's Certification as to Workers' Compensation are true and correct.

Dated: _____

_____
Bidder's Business Name

By: _____

Print Name: _____
Title: _____

By: _____

Print Name: _____

Title: _____

(NOTE: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the names, titles and signatures of two (2) officers pursuant to California Corporations Code Section 313 and the document shall bear the corporate seal; if bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the names and signatures of two (2) managers pursuant to Corporations Code Section 17703.01; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership; and if bidder is an individual, his/her name and signature shall be placed above.)

LIST OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 [commencing with Section 4100], Part 1, Division 2 of the Public Contract Code) and any amendments thereto, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement to be performed under this Contract or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime Contractor's total bid or $10,000, whichever is greater, and (b) the portion of the work which will be done by each subcontractor under this Act. The prime Contractor shall list only one subcontractor for each such portion as is defined by the prime Contractor in this bid.

If a prime Contractor fails to specify a subcontractor or if a prime Contractor specifies more than one subcontractor for the same portion of the work to be performed under the Contract in excess of one-half of one percent of the prime Contractor's total bid, he/she/it shall be deemed to have agreed that he/she/it is fully qualified to perform that portion himself/herself/itself, and that he/she/it shall perform that portion himself/herself/itself.

No prime Contractor whose bid is accepted shall: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime Contractor's total bid as to which his/her/its original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

☐ Check this box if no subcontractors are required to be listed for work or labor to be performed or services to be rendered.

_____
Bidder's business name

By: _____

Print Name: _____

Title: _____

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	License #/ Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	*Lic.#*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Phone*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*Fax*	☐ > $15 million		Age of Firm (Yrs.)
Name	*Lic.#*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Phone*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*Fax*	☐ > $15 million		Age of Firm (Yrs.)
Name	*Lic.#*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Phone*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*Fax*	☐ > $15 million		Age of Firm (Yrs.)
Name	*Lic.#*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Phone*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*Fax*	☐ > $15 million		Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. **If this form is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening. Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	License #/ Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	*Lic.#*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Phone*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*Fax*	☐ > $15 million		Age of Firm (Yrs.)
Name	*Lic.#*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Phone*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*Fax*	☐ > $15 million		Age of Firm (Yrs.)
Name	*Lic.#*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Phone*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*Fax*	☐ > $15 million		Age of Firm (Yrs.)
Name	*Lic.#*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address	*Phone*	☐ < $10 million		*If YES list DBE #:*
		☐ < $15 million		
City State ZIP	*Fax*	☐ > $15 million		Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____,
proposed subcontractor _____, hereby certifies that he/she/it has ___, has not ___, participated in a previous Contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he/she/it has filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____ , has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works and facilities Contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes _____ No _____

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

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the 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 the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Public Contract Code Statements and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of these Statements and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____ _____ [city], _____[state].

Signature: _____

Print Name: _____

DEBARMENT AND SUSPENSION CERTIFICATION

Title 2, Code of Federal Regulations, Part 180

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- does not have a proposed debarment pending; and,
- 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.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) 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 Federal 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 Federal 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 of Lobbying Activities," in accordance with its instructions.

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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

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. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

14. 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 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. 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: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-9

INSTRUCTIONS FOR COMPLETION OF SF-LLL, 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 and/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. (a) 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.
    (b) 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).
11. 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.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. 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.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, 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. 06-04-90«ENDIF»

STATEMENT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS

(Public Contract Code Section 6101)

In conformance with Public Contract Code Section 6101, the bidder certifies compliance with state and federal law with respect to the employment of undocumented aliens by signing this proposal on the signature portion thereof. Public Contract Code section 6101 provides that no state agency or department, as defined in Section 10335.7, that is subject to this code, shall award a public works & facilities or purchase Contract to a bidder or Contractor, nor shall a bidder or Contractor be eligible to bid for or receive a public works and facilities or purchase Contract, who has, in the preceding five (5) years, been convicted of violating a state or federal law respecting the employment of undocumented aliens..

Note: The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Providing false information may result in criminal prosecution or administrative sanctions.

CONTRACTOR'S CERTIFICATE AS TO WORKER'S COMPENSATION

(Labor Code Section 1861)

Labor Code Section 3700 provides, in relevant part:

> Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Labor Code Section 3700 provides, in relevant part:

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in rescission of any contract awarded to bidder, criminal prosecution and/or administrative sanctions.

LIST OF SATISFIED PUBLIC AGENCIES

(Two minimum)

Agency Name	Project Name	Contact Person	Award Date	Phone No.

Exhibit 15-G Construction Contract DBE Commitment

1. Local Agency: _____ 2. Contract DBE Goal: 17%

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section

21. Local Agency Contract Number: _____

22. Federal-Aid Project Number: _____

23. Bid Opening Date: _____

24. Contract Award Date: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

25. Local Agency Representative's Signature _____ 26. Date _____

27. Local Agency Representative's Name _____ 28. Phone _____

29. Local Agency Representative's Title _____

15. TOTAL CLAIMED DBE PARTICIPATION

$ _____

% _____

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature _____ 17. Date _____

18. Preparer's Name _____ 19. Phone _____

20. 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. Include additional copy with award package.

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.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR 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. Bidder's Name - Enter the Contractor's firm name.
6. Prime Certified DBE - Check box if prime Contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime Contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted Contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime Contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted Contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime Contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. 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 Contractor'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.
12. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted Contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime Contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid 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).
16. Preparer's Signature - The person completing the DBE commitment form on behalf of the Contractor's firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the Contractor's preparer.
18. Preparer's Name - Enter the name of the person preparing and signing the Contractor's DBE commitment form.
19. Phone - Enter the area code and phone number of the person signing the Contractor's DBE commitment form.
20. Preparer's Title - Enter the position/title of the person signing the Contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency Contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
23. Bid Opening Date - Enter the date Contract bids were opened.
24. Contract Award Date - Enter the date the Contract was executed.
25. 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 Contractor Section of this form is complete and accurate.
26. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the Contractor's DBE commitment form.
28. Phone - Enter the area code and phone number of the person signing the Contractor's DBE commitment form.
29. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the Contractor's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS

DBE INFORMATION –GOOD FAITH EFFORTS

Federal-aid Project No. STPLX 5944(139) Bid Opening Date:_____

The County of Monterey established a Disadvantaged Business Enterprise (DBE) goal of **17 %** for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the 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.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

B. 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

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the Contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is

the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	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 made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

_____
_____
_____
_____

F. Efforts made to assist interested DBEs in obtaining 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:

_____
_____
_____
_____

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 (use additional sheets if necessary):

_____
_____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

BIDDER'S BOND

WHEREAS, the Principal named below has submitted the accompanying bid to the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), for the following project:

_____ (exact description as on bid); and

WHEREAS, Principal as bidder, is required to furnish a bond executed by an admitted surety in connection with said bid, to secure timely execution of the Contract and delivery of the bonds and insurance certificates, in the event that the Contract is awarded to Principal; and

WHEREAS, the Principal has submitted the above- mentioned bid to the County, for which bids are to be opened at _____(city where bid opening), California, on, _____ _____(date bid opening).

NOW, THEREFORE, we _____ _____, PRINCIPAL, and _____ _____ as SURETY, are held and firmly bound unto the County in the penal sum of _____ Dollars ($_____.____) which sum is not less than ten percent (10%) of the total amount of the base bid amount including all alternates submitted by said above-named Principal to the County, for the project described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the County, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

If the aforesaid Principal is awarded the Contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written Contract, in the prescribed form, in accordance with the bid, and files two bonds with the County of Monterey, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law and said Contract documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work or to the specifications.

If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this _____day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

_____

Principal

By _____

Name and Title _____

(Corporate Seal)

_____

Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

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Introduced: 9/3/2020

Current Status: RMA Administration - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve Amendment No. 2 to the Standard Agreement with Siemens Industry, Inc. to continue to provide services associated with software and technical maintenance and support of heating, ventilation and air conditioning (HVAC) controls for Monterey County buildings located at 168 West Alisal Street, Salinas and 855 East Laurel Drive, Building C, Salinas, to increase the not to exceed amount by $50,000 for a total amount not to exceed $134,687 with no extension to the term from March 1, 2015 to February 28, 2021; and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 to the Standard Agreement 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. 2 to the Standard Agreement with Siemens Industry, Inc. to continue to provide services associated with software and technical maintenance and support of heating, ventilation and air conditioning (HVAC) controls for Monterey County buildings located at 168 West Alisal Street, Salinas and 855 East Laurel Drive, Building C, Salinas, to: increase the not to exceed amount by $50,000 for a total amount not to exceed $134,687 with no extension to the term from March 1, 2015 to February 28, 2021; and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 to the Standard Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

SUMMARY/DISCUSSION:
The County of Monterey (County), Resource Management Agency (RMA) has identified a need for Siemens Industry, Inc. (Siemens) to continue to provide services associated with software and technical maintenance and support of heating, ventilation and air conditioning (HVAC) controls for Monterey County buildings located at 168 West Alisal Street and 855 East Laurel Drive, Building C. Additional costs are being incurred due to an increase in troubleshooting problems and repairing or replacing of components (e.g. smoke from fires).

The HVAC control systems at these two (2) locations have exclusive rights from Siemens. Siemens software and hardware are proprietary and there is no other HVAC vendor who can interface with Siemens platforms.

Approval of the proposed Amendment No. 2 to the Standard Agreement (SA) between the County

and Siemens will increase the not to exceed amount of $84,687 by $50,000 for a total amount not to exceed $134,687 with no extension to the term from March 1, 2015 to February 28, 2021

Attachment A provides a summary of the SA to date and Attachment B provides a summary of the SA current annual expenditures and balance.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved Amendment No. 2 as to form, and fiscal provisions, respectively.

FINANCING:
Sufficient appropriations are available in the RMA - Maintenance adopted Fiscal Year (FY) 2019-20 and 2020-21 budgets, General Fund 001, Department 3000, Unit 8176, Appropriations Unit RMA 006 to fund Amendment No. 2. Of the $50,000 increase under Amendment No. 2, the amount of $11,729.50 shall be applied to clear accounts payable in FY 2019-20, and the remaining amount of $38,270.50 shall be used to fund anticipated expenditures in FY 2020-21

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action complies with the Board of Supervisors' Strategic Initiatives for Health & Human Services. Providing HVAC control continuity and maintaining appropriate ambient temperature requires the most current software and control platform available from Siemens, including critical updates and fixes that ensure consistent temperature stability throughout the buildings located at 168 West Alisal Street, Salinas and 855 East Laurel Drive, Salinas, Building C.

Economic Development
Administration
X Health & Human Services
Infrastructure
Public Safety

Prepared by: Mario Salazar, Facilities Maintenance Manager, (831) 755-4869
Reviewed by: Lindsay Lerable, Chief of Facilities
Shawne Ellerbee, RMA Assistant Director
Approved by: Carl P. Holm, AICP, RMA Director

The following attachments are on file with the Clerk of the Board:
Attachment A-Summary of Standard Agreement (SA)
Attachment B-Summary of SA Annual Expenditures and Balance
Attachment C-Amendment #2 to SA
Attachment D-Amendment #1 to SA
Attachment E-SA

Introduced: 9/3/2020 **Current Status:** Agenda Ready

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

a. Approve Amendment No. 2 to the Standard Agreement with Siemens Industry, Inc. to continue to provide services associated with software and technical maintenance and support of heating, ventilation and air conditioning (HVAC) controls for Monterey County buildings located at 168 West Alisal Street, Salinas and 855 East Laurel Drive, Building C, Salinas, to increase the not to exceed amount by $50,000 for a total amount not to exceed $134,687 with no extension to the term from March 1, 2015 to February 28, 2021; and
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The HVAC control systems at these two (2) locations have exclusive rights from Siemens. Siemens software and hardware are proprietary and there is no other HVAC vendor who can interface with Siemens platforms.

Approval of the proposed Amendment No. 2 to the Standard Agreement (SA) between the County and Siemens will increase the not to exceed amount of $84,687 by $50,000 for a total amount not to

exceed $134,687 with no extension to the term from March 1, 2015 to February 28, 2021

Attachment A provides a summary of the SA to date and Attachment B provides a summary of the SA current annual expenditures and balance.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved Amendment No. 2 as to form, and fiscal provisions, respectively.

FINANCING:
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The recommended action complies with the Board of Supervisors' Strategic Initiatives for Health & Human Services. Providing HVAC control continuity and maintaining appropriate ambient temperature requires the most current software and control platform available from Siemens, including critical updates and fixes that ensure consistent temperature stability throughout the buildings located at 168 West Alisal Street, Salinas and 855 East Laurel Drive, Salinas, Building C.

Economic Development
Administration
_X_ Health & Human Services
Infrastructure
Public Safety

Prepared by: Mario Salazar, Facilities Maintenance Manager, (831) 755-4869
Reviewed by: Lindsay Lerable, Chief of Facilities
Shawne Ellerbee, RMA Assistant Director
Approved by: Carl P. Holm, AICP, RMA Director

The following attachments are on file with the Clerk of the Board:
Attachment A-Summary of Standard Agreement (SA)
Attachment B-Summary of SA Annual Expenditures and Balance
Attachment C-Amendment #2 to SA
Attachment D-Amendment #1 to SA
Attachment E-SA

ATTACHMENT A – SUMMARY OF STANDARD AGREEMENT

Siemens Industry, Inc.
(Multi-Year Agreement #3000*1661)

SA/ Amendment	Board of Supervisors / Contracts/Purchasing Approval	SA/Amendment Amount/Increase and Term/Extension	SA Total
SA	N/A / March 27, 2015	Original Amount: $40,691 Original Term: March 1, 2015 to February 28, 2018	$40,691
Amendment No. 1	N/A / March 8, 2018	Increased Amount by $43,996 Updated Rate Schedule effective March 1, 2018 Extended Term to February 28, 2021	$84,687
Amendment No. 2	Pending / Pending	Increase Amount by $50,000	$134,687

ATTACHMENT B -
SUMMARY OF STANDARD AGREEMENT
ANNUAL EXPENDITURES AND BALANCE

Siemens Industry, Inc.
(Multi-Year Agreement #3000*1661)

Fiscal Year (FY) (July 1 – June 30)	Annual SA Beginning Balance	Annual SA Additions	Annual SA Expenditures	Annual SA Ending Balance
FY 2014 – 2015	$40,691	$0	$2,500	$38,191
FY 2015 – 2016	$38,191	$0	$17,693	$20,498
FY 2016 – 2017	$20,498	$0	$5,720	$14,778
FY 2017 – 2018	$14,778	$43,996	$17,496	$41,278
FY 2018 – 2019	$41,278	$0	$24,433	$16,845
FY 2019 – 2020	$16,845	$0	$16,330	$515
FY 2020 – 2021	$515	$50,000 (pending BOS approval)	$0 (through 8/27/20)	TBD
Total	**N/A**	**$93,996** ($50,000 pending BOS approval)	**$84,172 (through 8/27/20)**	**N/A**

*Note: Amounts have been rounded to the nearest dollar.

DocuSign Envelope ID: A75629E5-17F8-40F1-A9D5-416B57785DFE

AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SIEMENS INDUSTRY, INC.

THIS AMENDMENT NO. 2 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Siemens Industry, Inc. (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 March 27, 2015 (hereinafter, "Agreement") to provide software and technical maintenance and support of heating, ventilation, and air conditioning (HVAC) controls for building located at 168 West Alisal Street, Salinas, California, and 855 East Laurel Drive, Building C, Salinas, California 93905 (hereinafter, "services") through February 28, 2018 for an amount not to exceed $40,691.00; and

WHEREAS, the Agreement was amended by the Parties on March 8, 2018 (hereinafter, "Amendment No. 1", including Exhibit A-1, Scope of Services/Payment Provisions) to update the Rate Schedule effective March 1, 2018, to extend the term for three (3) additional years through February 28, 2021 and to increase the amount by $43,996 which resulted in a total amount not to exceed $84,687; and

WHEREAS, the County has a continued need for services; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to provide additional optional services on a time and materials basis including troubleshooting problems and repairing or replacing components; and

WHEREAS, the Parties wish to amend the Agreement to increase the amount by $50,000 for a total amount not to exceed $134,687 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Section 2.01 of Paragraph 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $134,687 ($64,687 for software and technical maintenance and support and $70,000 for optional services).

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2. In all places within the Agreement, any reference to the total amount of $20,000 for optional services to be provided on a time and materials basis including troubleshooting problems and repairing or replacing components is hereby replaced to the total amount of $70,000.

3. 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 3000*1661), Project name 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 shall be directed to the RMA – Finance Division at (831) 755-4800 or via email to RMA-Finance-AP@co.monterey.ca.us.

4. All other terms and conditions of the Agreement remain unchanged and in full force.

5. 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.

6. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

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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: _____
Contracts/Purchasing Officer

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Mary Grace Perry C83342707AC641A...
Mary Grace Perry
Deputy County Counsel

Date: 9/4/2020

Approved as to Fiscal Provisions

By: DocuSigned by: Gary Gibeney D3834BFEC1D8449...
Auditor/Controller

Date: 9/4/2020

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

Date: _____

CONTRACTOR*

Siemens Industry, Inc.
Contractor's Business Name

By: DocuSigned by: Eric Ackermann CE3E096D242544C...
(Signature of Chair, President or Vice President)

Its: Eric Ackermann, Zone VP
(Print Name and Title)

Date: 9/4/2020

By: DocuSigned by: Dirk Glaser 62E3FFF35FAE09A...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Dirk Glaser, Zone FBA
(Print Name and Title)

Date: 9/4/2020

*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.

AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SIEMENS INDUSTRY, INC.

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Siemens Industry, Inc. (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 March 27, 2015 (hereinafter, "Agreement") to provide software and technical maintenance and support of heating, ventilation, and air conditioning (HVAC) controls for building located at 168 West Alisal Street, Salinas, California, and 855 East Laurel Drive, Building C, Salinas, California 93905 (hereinafter, "services") through February 28, 2018 for an amount not to exceed $40,691.00; and

WHEREAS, the County has a continued need for services; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, CONTRACTOR's Rate Schedule requires an update effective March 1, 2018; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for three (3) additional years through February 28, 2021, to increase the amount by $43,996, for a total amount not to exceed $84,687, and to update the Rate Schedule 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 the second sentence of Section 2.01 of Paragraph 2.0, "Payment Provisions", to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $84,687.

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 March 1, 2015 to February 28, 2021, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 4.01 of Paragraph 4.0, "Scope of Services and Additional Provisions", effective March 1, 2018, to delete "Exhibit A, Scope of Services/Payment Provisions" and to add "Exhibit A-1, Scope of Services/Payment Provisions".

4. In all places within the Agreement, any reference to "Exhibit A, Scope of Services/Payment Provisions" is hereby replaced with "Exhibit A-1, Scope of Services/Payment Provisions" effective March 1, 2018.

5. 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 #3000*1661, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

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 shall be directed to the RMA Finance Division at (831) 755-4800.

6. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California 93901-4527.

7. All other terms and conditions of the Agreement remain unchanged and in full force.

8. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

9. 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: _____
For Contracts/Purchasing Officer

M. T. Skinner
Deputy Purchasing Agent
County of Monterey

Date: 3/8/18

CONTRACTOR*

Siemens Industry, Inc.
Contractor's Business Name

By: _____
(Signature of Chair, President or Vice President)

Its: Andrew Krymen, Vice President
(Print Name and Title)

Date: 2/19/18

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Dirk Rauber
Sr. Director of Finance/Zone FBA
(Print Name and Title)
Siemens Industry, Inc.

Date: 2/22/18

Approved as to Form and Legality
Office of the County Counsel

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 3-7-2018

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 3-8-18

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

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) managing members. 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

1 Service Solution

1.1 HVAC CONTROL SERVICES – Automation

1.1.1 Technical Support Services

Emergency Online/Phone Response: Monday through Sunday, 24 Hours per Day
Siemens Industry, Inc. (CONTRACTOR) shall provide system and software troubleshooting and diagnostics remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. CONTRACTOR will respond within 4 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by County and CONTRACTOR. Where applicable, CONTRACTOR will furnish and install the necessary online service technology to enable CONTRACTOR to remotely dial into County system, through a dedicated telephone line that will be provided by the facility. Where remote access is not available to the system, CONTRACTOR will provide phone support to County to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician will be dispatched. All on-line and on-site dispatch will be billed separately at your preferred customer billing rate.

Emergency Onsite Response: Monday through Sunday, 24 Hours per Day
CONTRACTOR shall provide Emergency Onsite Response to reduce the costs and disruptions of downtime when an unexpected problem does occur. CONTRACTOR will provide this service between scheduled service calls and respond onsite at County facility within 4 hours for critical emergencies, or within 8 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by County and CONTRACTOR, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by County and CONTRACTOR, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by County and CONTRACTOR, may be incorporated into the next scheduled service call.

Preventive Maintenance
CONTRACTOR shall provide preventive maintenance in accordance with a program of routines as determined by CONTRACTOR's experience, equipment application and location. The list of field panels and/or devices, included under this service, is identified in the List of Maintained Equipment in this Agreement. Automation controls can drift out of calibration with changes in HVAC component performance characteristics, building use, and climatic conditions. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

Network Maintenance
Using Siemens Network Performance Diagnostic Technologies, CONTRACTOR's proactive calibration and tuning of the data network analyzes variables impacting network performance, including node tables, token passes, turn speed, change of values over the network, unresolved points, and overall operation. This will increase data network up-time and allow for faster problem resolution.

Data Protection & Data Recovery Services
CONTRACTOR will perform scheduled database back-ups of County workstation database and graphics and/or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, CONTRACTOR will respond onsite or online to reload the databases and system files from our stored backup copy, to restore County operation as soon as possible The equipment to be included as part of this service, is itemized in the List of Maintained Equipment in this Agreement.

Repair and Replacement Services – Labor and Material Not Covered:
CONTRACTOR will provide labor and/or materials on a time and materials basis to repair or replace failed or worn components to maintain County system in peak operating condition. Components that are suspected of being faulty will be brought to County's attention and as authorized by County will be repaired or replaced in advance to minimize the occurrence of system interruptions.

Software Maintenance
CONTRACTOR will evaluate any programming errors, failed points, points in alarm, unresolved points or points in operator priority, both at the front-end workstation and at the field panel. CONTRACTOR will perform this service during onsite scheduled Preventative Maintenance (PM) visits or via remote services.

2 Service Implementation Plan

2.1 HVAC Control Services – Automation On-site Response Time and Call Windows

Attribute	
Emergency Online/Phone Response	4 hours
Response time - onsite for critical components	4 hours *
Response time - onsite for non-emergency	8 hours *
Hours of Service	24 x 7 – for Emergency Service
Window for Call Handling	24 x 7 – Availability to take your call

*All on-line and on-site dispatch will be billed separately at your preferred customer billing rate. See Maintained Equipment Table to view your current Repair and Replacement Coverage.

2.2 Maintained Equipment Table

SIEMENS

CONTRACTOR Building Technologies

Equipment Category	Equipment Sub Category	Equipment	Qty	Serial Number	Location	Mfg/Model
System Level	System Level	TEC - VAV Box Control Check	32			
Services (Times per year): Preventative Maintenance (1)						
Control Systems - Summary Level	Network Maintenance	Apogee Network Maint (MLN)	1			
Services (Times per year): Network Maintenance (1)						
System 600 ALN	System 600 ALN	MBC 40	1			
Services (Times per year): Preventative Maintenance (1), Software Maintenance (1)						
Control Systems - Summary Level	Data Protection & Data Recovery	Insight 3.X B/U on-site	1			
Services (Times per year): Data Protection & Recovery Services (4)						
Insight Workstation Components	Insight Workstation Components	PC Hardware	1			
Services (Times per year): Preventative Maintenance (1)						
Control Systems - Summary Level	Data Protection & Data Recovery	Panel B/U on-site	1			
Services (Times per year): Data Protection & Recovery Services (4)						

2.3 SERVICE TEAM

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Luke T. McDonald - Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

TBD - Service Account Engineer or Team Leader is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Joe Bier - Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Kim Baker - Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

3 Investments

3.1 Investment By and Between:

Siemens Industry, Inc.	County of Monterey
25821 Industrial Boulevard	1441 Schilling Place, South 2nd Floor
Hayward, CA 94545	Salinas, CA 93901-4527
Isaac Brown	Dalia Mariscal-Martinez
(510) 783-6000	(831) 755-8966

Services shall be provided at 855 East Laurel Drive, Building C, Salinas, CA 93905 and 168 West Alisal Street, Salinas, CA 93901.

Siemens Industry, Inc. shall provide the services as outlined in this scope of services.

Investments:

Year 4	3/01/2018 to 2/28/2019	$11,004 annually	paid $2,751.00 quarterly
Year 5	3/01/2019 to 2/29/2020	$11,328 annually	paid $2,832 quarterly
Year 6	3/1/2020 to 2/28/2021	$11,664 annually	paid $2,916 quarterly

Total amount for software and technical maintenance and support is $64,687 for the term of the Agreement.

Total amount for optional services to be provided on a time and materials basis including troubleshooting problems and repairing or replacing components is $20,000.

Optional services for trouble shooting problems, and repair or replacement of failed or worn out components as described in Exhibit A-1 – Scope of Services/Payment Provisions shall not be provided unless authorized in writing by the County prior to services being provided. The total amount of services provided under this Agreement for troubleshooting, repairs, or replacements shall not exceed the amount of $20,000 and shall be performed on a time and materials basis at the hourly rates shown in the Agreement. The total amount of this Agreement shall not exceed the sum of $84,687.00.

4 Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, County will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

Siemens Industry, Inc.

Standard Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	$270.00	$405.00	$540.00
Project Manager	$348.00	$522.00	$696.00
Electrical Specialist	$344.00	$516.00	$688.00
Engineer	$322.00	$483.00	$644.00
Mechanic	$258.00	$387.00	$516.00

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed below.

Preferred Customer Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	$216.00	$324.00	$432.00
Project Manager	$278.40	$417.60	$556.80
Electrical Specialist	$275.20	$412.80	$550.40
Engineer	$257.60	$386.40	$515.20
Mechanic	$206.40	$309.60	$412.80

CONTRACTOR'S Siemens Building Automation Preferred Rates shall apply from March 1, 2018 to February 28, 2019. Thereafter, CONTRACTOR's rates will be modified on an annual basis based on the CONTRACTOR's published rate costs and subject to County approval through and including February 28, 2021 via an amendment to this Agreement

Material Rates: Customers with an active Service Agreement will benefit from a discount percentage off the standard pricing for Siemens Industry, Inc. products. Customers without a Service Agreement will pay standard pricing for Siemens Industry, Inc. products.

COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED $100,000)

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Siemens Industry, 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 Software and Technical Maintenance and Support of Heating, Ventilation, and Air Conditioning (HVAC) Controls for the Monterey County Government Center Building located at 168 West Alisal Street, Salinas, CA

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 is not to exceed the sum of $ 40,691.00 .

LH / DF 3/19 / 3/19
Contractor Initials Date

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from ~~November 24, 2014~~ March 1, 2015 to February 28, 2018 ~~November 25, 2017~~, 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.

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

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 herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

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 $500,000 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.

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 Mariscal-Martinez, Management Analyst II	Isaac Brown, Account Executive
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	Siemens Industry, Inc. 25821 Industrial Boulevard Hayward, CA 94545
Address	Address
(831) 755-8966	(510) 783-6000
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.

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: Lina Criollado
Contracts/Purchasing Officer

Date: 3/27/15

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form[1]

By: Cynthia L Lucero
Deputy County Counsel

Date: 3-24-15

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: 3-24-15

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Siemens Industry, Inc.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*
Larry Hillman
Area Sales Manager
Name and Title

Date: 11/26/14

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Dirk Ranher
Sr. Director of Finance/Zone FBA
Siemens Industry, Inc.
Name and Title

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 required only if changes are made in sections 7 or 8

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

1 Service Solution

1.1 HVAC CONTROL SERVICES – Automation

1.1.1 Technical Support Services

Emergency Online/Phone Response: Monday through Sunday, 24 Hours per Day
Siemens Industry, Inc. (CONTRACTOR) shall provide system and software troubleshooting and diagnostics remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. CONTRACTOR will respond within 2 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by County staff and CONTRACTOR. Where applicable, CONTRACTOR will furnish and install the necessary online service technology to enable CONTRACTOR to remotely dial into County system, through a dedicated telephone line that will be provided by the facility. Where remote access is not available to the system, CONTRACTOR will provide phone support to County to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician will be dispatched. Any on-site dispatch will be billed separately on a time and material basis at preferred contract labor rates.

Emergency Onsite Response: Monday through Sunday, 24 Hours per Day
CONTRACTOR shall provide Emergency Onsite Response to reduce the costs and disruptions of downtime when an unexpected problem does occur. CONTRACTOR will provide this service between scheduled service calls and respond onsite at County facility within 4 hours for critical emergencies, or within 8 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by County and CONTRACTOR, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by County and CONTRACTOR, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by County and CONTRACTOR, may be incorporated into the next scheduled service call.

Data Protection & Data Recovery Services
CONTRACTOR will perform scheduled database back-ups of County workstation database and graphics and/or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, CONTRACTOR will respond onsite or online to reload the databases and system files from our stored backup copy, to restore County operation as soon as possible (billed separately on a time and materials basis at preferred contract labor rates). The equipment to be included as part of this service, is itemized in the List of Maintained Equipment in this Agreement.

Software Maintenance
CONTRACTOR will evaluate any programming errors, failed points, points in alarm, unresolved points or points in operator priority, both at the front end workstation and at the field panel. CONTRACTOR will perform this service during onsite scheduled Preventative Maintenance (PM) visits or via remote services.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Network Maintenance
Using Siemens Network Performance Diagnostic Technologies, CONTRACTOR's proactive calibration and tuning of the data network analyzes variables impacting network performance, including node tables, token passes, turn speed, change of values over the network, unresolved points, and overall operation. This will increase data network up-time and allow for faster problem resolution.

Preventive Maintenance
CONTRACTOR will provide preventive maintenance in accordance with a program of routines as determined by CONTRACTOR's experience, equipment application and location. The list of field panels and/or devices, included under this service, is identified in the List of Maintained Equipment in this Agreement. Automation controls can drift out of calibration with changes in HVAC component performance characteristics, building use, and climatic conditions. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

Material and Labor Discount
As a service contract customer, the County receives discounts on labor and materials. This applies to all non-covered repair work and system additions/upgrades.

Siemens Building Technologies Manufactured Materials: List x 0.40 multiplier
Siemens Automation Technician Labor: List less 20%. Table below includes 20% discount.

2014 Siemens Building Automation Preferred Rates			
SERVICE REQUESTED	**STRAIGHT TIME**	**EVENINGS/ SATURDAY**	**SUNDAY/ HOLIDAYS**
Automation On-Site ~ 4 hr. minimum	$182.40	$273.60	$364.80
BAU / Mechanical / Electrical Project Manager	$234.40	$351.60	$468.80
BAU / Electrical SAE Engineer ~ *2 hr. minimum*	$187.20	$280.80	$374.40
Trip Charge	$50.00	$50.00	$50.00

CONTRACTOR'S 2014 Siemens Building Automation Preferred Rates shall apply from March 1, 2015 to February 29, 2016. Thereafter, CONTRACTOR's rates will be modified on an annual basis based on the CONTRACTOR's published rate costs and subject to County approval through and including February 28, 2018 via an amendment to this Agreement.

Repair and Replacement Services – Labor and Material Not Covered:
CONTRACTOR will provide labor and/or materials on a time and materials basis to repair or replace failed or worn components to maintain County system in peak operating condition. Components that are suspected of being faulty will be brought to County's attention and as authorized by County will be repaired or replaced in advance to minimize the occurrence of system interruptions. Travel expenses associated with the scheduled Preventative Maintenance Service is included in the annual price. Travel for all emergency time and materials service will be billed at County preferred labor rate portal to portal from CONTRACTOR's Hayward office.

2 Service Implementation Plan

2.1 HVAC Control Services – Automation On-site Response Time and Call Windows

Attribute	
Emergency Online/Phone Response	2 hours
Response time - onsite for critical components	4 hours *
Response time - onsite for non-emergency	8 hours *
Hours of Service	24 x 7 – for Emergency Service
Window for Call Handling	24 x 7 – Availability to take your call

*All Labor and material costs are billed separately. These costs are billable at a time and materials basis at preferred contract labor rates. See Maintained Equipment Table to view your current Repair and Replacement Coverage.

2.2 Maintained Equipment Table

SIEMENS

CONTRACTOR Building Technologies
Service Agreement

Equipment Category	Equipment Subcategory	Equipment	Qty	Location	Mfg/Model
System 600 ALN	System 600 ALN	MBC	1		
Services (Times per year): Preventative Maintenance (1) – Software Maintenance (1)					
System Level	System Level	TEC – VAV Box Control Check	32		
Services (Times per year): Preventative Maintenance (1)					
Insight Workstation Components	Insight Workstation Components	PC Hardware	1		
Services (Times per year): Preventative Maintenance (1)					
Control Systems – Summary Level	Data Protection & Data Recovery	Panel B/U on-site	1		
Services (Times per year): Data Protection & Recovery Services (4)					
Control Systems – Summary Level	Data Protection & Data Recovery	Insight 3.X B/U on-site	1		
Services (Times per year): Data Protection & Recovery Services (2)					
Control Systems – Summary Level	Network Maintenance	Apogee Network Maint (MLN)	1		
Services (Times per year): Network Maintenance (1)					

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

1 Siemens Industry, Inc.

1.1 Investment By and Between:

Siemens Industry, Inc.	County of Monterey
25821 Industrial Boulevard	168 West Alisal Street, 2nd Floor
Hayward, CA 94545	Salinas, CA 93901
Isaac Brown	Sam Laird
(510) 783-6000	(831) 755-4749

Services shall be provided at 855 East Laurel Drive, Building C, Salinas, CA 93905 and 168 West Alisal Street, Salinas, CA 93901.

Siemens Industry, Inc. shall provide the services as outlined in this scope of services.

Duration: This Agreement shall remain in effect for an initial term of 3 years beginning 3/01/2015 and from year to year thereafter.

Investments:

Year 1	3/01/2015 to 2/29/2016	$10,000 annually	paid $2,500.00 quarterly
Year 2	3/01/2016 to 2/28/2017	$10,193 annually	paid $2,548.25 quarterly
Year 3	3/1/2017 to 2/28/2018	$10,498 annually	paid $2,624.50 quarterly

Total amount for software and technical maintenance and support is $30,691 for the term of the Agreement.

Total amount for optional services to be provided on a time and materials basis including troubleshooting problems and repairing or replacing components is $10,000.

Optional services for trouble shooting problems, and repair or replacement of failed or worn out components as described in Exhibit A – Scope of Services/Payment Provisions shall not be provided unless authorized in writing by the County prior to services being provided. The total amount of services provided under this Agreement for troubleshooting, repairs, or replacements shall not exceed the amount of $10,000 and shall be performed on a time and materials basis at the hourly rates shown in the Agreement. The total amount of this Agreement shall not exceed the sum of $40,691.00.

IH, DR — Contractor Initials

3/19/19 — Date

Introduced: 9/3/2020

Current Status: RMA Administration - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to:
a. Direct the Registrar of Voters to conduct a special election on May 4, 2021, wholly by Vote-By-Mail ballot on the following two questions:
1) Shall the East Garrison Community Services District have a directly elected Board of Directors? and
2) If the East Garrison Community Services District shall have a directly elected Board of Directors, which five (5) candidates shall be elected to serve?;
b. Limit candidate statements to 200 words and require each candidate to pay the Elections Department for all costs associated with publishing their statement pursuant to Elections Code Section 13307;
c. Stipulate that in the event of a tie, the winning candidate(s) of the special election will be determined by a single coin toss conducted by the Registrar of Voters;
d. Direct the Registrar of Voters to post the Resolution directing the Registrar of Voters to hold the special election in accordance with law and these specifications and render all services specified by the Elections Code relating to the election, such services include publication of the Formal Notice of Election Article 3 of Chapter 2, Division 9 of the Elections Code relating to arguments concerning county measures shall apply, as full measure text on the Elections website and Registrar shall provide printed copies upon request at a cost to the East Garrison Community Services District (EGCSD); and
e. Direct the County of Monterey Office of the County Counsel to prepare an impartial summary of the ballot measure for the special election.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to:
a. Direct the Registrar of Voters to conduct a special election on May 4, 2021, wholly by Vote-By-Mail ballot on the following two questions: *1)* Shall the East Garrison Community Services District have a directly elected Board of Directors? and *2)* If the East Garrison Community Services District shall have a directly elected Board of Directors, which five *(5)* candidates shall be elected to serve?;
b. Limit candidate statements to 200 words and require each candidate to pay the Elections Department for all costs associated with publishing their statement pursuant to Elections Code Section 13307;
c. Stipulate that in the event of a tie, the winning candidate(s) of the special election will be determined by a single coin toss conducted by the Registrar of Voters;
d. Direct the Registrar of Voters post the Resolution directing the Registrar of Voters to hold the

special election in accordance with law and these specifications and render all services specified by the Elections Code relating to the election, such services include publication of the Formal Notice of Election Article 3 of Chapter 2, Division 9 of the Elections Code relating to arguments concerning county measures shall apply, as full measure text on the Elections website and Registrar shall provide printed copies upon request at a cost to the East Garrison Community Services District(EGCSD); and e. Direct the County of Monterey Office of the County Counsel to prepare an impartial summary of the ballot measure for the special election.

SUMMARY/DISCUSSION:
On July 21, 2005, the State Legislature approved the creation of the East Garrison Community Services District (EGCSD) and named the Monterey County Board of Supervisors as its initial Board of Directors (BOD). The State Legislature required that the Board of Supervisors call for an election to determine if the voters within EGCSD wished to establish an independent board ten (10) years after formation, or earlier, if the Monterey County Elections Department certified that 500 voters are registered within EGCSD.

On August 29, 2017, an election was held to meet the requirement of holding an election ten years after formation; however, EGCSD only had approximately 400 registered voters. The August 29, 2017 EGCSD election measure to have a directly elected Board of Directors failed, and the Monterey County Board of Supervisor continues to serve as the EGCSD BOD.

On July 23, 2020, the Monterey County Registrar of Voters certified that as of the July 9, 2020 State Report of Registration, the number of registered voters within EGCSD was 1,280 (Attachment A-Statement of Registration Certification). Attachment B provides a detailed background and discussion of this matter.

On August 11, 2020, in compliance with Elections Code Section 10522, the Secretary of the EGCSD delivered notice to the Monterey County Registrar of Voters of the elective offices of the EGCSD Board of Directors to be filled at a special district election and each candidate is to pay for the publication of a statement of qualifications pursuant to Section 13007. On the same day, notice was sent showing the boundaries of the district and boundaries of the divisions of the district within Monterey County and a statement indicating in which divisions a director is to be elected and whether any elective office is to be elected at large at the next EGCSD special district election.

On September 22, 2020 (today), the EGCSD BOD approved a resolution recommending the Monterey County Board of Supervisors adopt a resolution directing the Monterey County Registrar of Voters to conduct a special election by Vote-By-Mail ballot on May 4, 2021, the earliest possible date for the required election, and directing the County of Monterey Office of the County Counsel prepare an impartial summary of the ballot measure. The legislation creating EGCSD requires that the Monterey County Board of Supervisors adopt a resolution, placing the question of having an independent elected board of directors on the ballot. The law further requires that, at the same election, if a majority of voters choose to have an elected board of directors, then the voters shall also elect five (5) members to the EGCSD Board of Directors.

Elections Code Section 13307 specifies whenever an election is called by a district having offices to

be filled, the district is required to fix and determine the number of words, either 200 or 400, a candidate may submit their candidate's statement and determine if the candidate and/or political subdivision will pay for the cost of the statement. The EGCSD Resolution recommends that the Monterey County Board of Supervisors establish a 200-word limit for candidate statements and require each candidate to pay the Elections Department for all costs associated with publishing the candidate's statement of qualifications.

Elections Code Section 15651 requires the district to determine the means and manner which a tie vote is to be resolved in the event that two or more persons receive an equal number of votes and the highest number of votes ("tie votes") for an office to be voted upon. The EGCSD BOD recommends that the Monterey County Board of Supervisors stipulate that in the event of a tie, the winning candidate(s) be determined by a single coin toss conducted by the Registrar of Voters.

The Monterey County Board of Supervisors is asked to adopt a resolution directing the Monterey County Registrar of Voters to take all steps necessary to conduct a special election for EGCSD on May 4, 2021, in accordance with law and as delineated in the EGCSD BOD adopted resolution (Attachment C-EGCSD BOD Resolution).

OTHER AGENCY INVOLVEMENT:
On September 22, 2020, the EGCSD BOD adopted a resolution recommending that the Monterey County Board of Supervisors direct that a special election be conducted for EGCSD. The Office of the County Counsel will prepare an impartial summary of the ballot measure upon Board direction. The County Administrative Office supports the proposed resolution.

FINANCING:
EGCSD will reimburse the Elections Department for all costs associated with conducting the proposed special election, so the General Fund will not be impacted. The Monterey County Registrar of Voters estimates the cost of a Vote-By-Mail Ballot Measure for approximately 1,267 registered voters at $45,000. Sufficient funding is budgeted in the Fiscal Year 2020-21 Adopted Budget for EGCSD, Fund 181, Appropriation Unit RMA106, to reimburse staff costs and County Elections Department costs associated with conducting a Vote-By-Mail Ballot special election and the Registrar of Voters certifying its results.

The financial impact to EGCSD in forming an independent district is unknown. The costs for EGCSD management will likely increase, given that EGCSD would need to establish its own governance and administrative function. Currently, these functions are handled by the County Resource Management Agency (RMA). If EGCSD were to contract with a third-party for the general management of the EGCSD, it would still have to establish and maintain a governance and management function to oversee such a contract.

Voter approval of an independent board could potentially impact the County financially, since over half of EGCSD's Special Tax receipts fund services provided by the County, including Sheriff protection and public road maintenance and operations (estimated at over $850,000, at full development, in 2012 Dollars). The agreements currently in place will remain enforceable obligations unless changed

or rescinded by mutual consent of the EGCSD and County. The process of the County receiving reimbursements for EGCSD-funded services will require coordination with the independent EGCSD BOD and the County to ensure required services are provided and timely, accurate payment for services is received.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Holding an election to determine if EGCSD shall have an independently elected Board of Directors supports the Board of Supervisors' Strategic Initiatives for Economic Development, Infrastructure, and Public Safety. Efficient EGCSD operations enhance the economic well-being of Monterey County residents by providing for attractive, well maintained public infrastructure and improving public safety. Effective public infrastructure is an important objective in East Garrison. A properly functioning CSD enhances and maintains East Garrison's infrastructure. EGCSD contributes to the public safety of East Garrison and the County by bearing its fair share of costs for Sheriff protection services.

_X_ Economic Development
___ Administration
___ Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Dawn Yonemitsu, RMA-Special Districts Management Analyst I (831) 755-5304
Reviewed by: Melanie Beretti, Property Administration/Special Programs Manager
Approved by: Shawne Ellerbee, Assistant Director of Resource Management Agency
Approved by: Carl P. Holm, AICP, RMA Director

Attachments:
Attachment A-Statement of Registration Certification
Attachment B-Detailed Background and Discussion
Attachment C-EGCSD BOD Resolution
Attachment D-Draft Resolution
(Attachments are on file with the Clerk of the Board)

Introduced: 9/3/2020

Version: 1

Current Status: Agenda Ready

Matter Type: BoS Resolution

Adopt a resolution to:
a. Direct the Registrar of Voters to conduct a special election on May 4, 2021, wholly by Vote-By-Mail ballot on the following two questions: *1)* Shall the East Garrison Community Services District have a directly elected Board of Directors? and *2)* If the East Garrison Community Services District shall have a directly elected Board of Directors, which five *(5)* candidates shall be elected to serve?;
b. Limit candidate statements to 200 words and require each candidate to pay the Elections Department for all costs associated with publishing their statement pursuant to Elections Code Section 13307;
c. Stipulate that in the event of a tie, the winning candidate(s) of the special election will be determined by a single coin toss conducted by the Registrar of Voters;
d. Direct the Registrar of Voters to post the Resolution directing the Registrar of Voters to hold the special election in accordance with law and these specifications and render all services specified by the Elections Code relating to the election, such services include publication of the Formal Notice of Election Article 3 of Chapter 2, Division 9 of the Elections Code relating to arguments concerning county measures shall apply, as full measure text on the Elections website and Registrar shall provide printed copies upon request at a cost to the East Garrison Community Services District (EGCSD); and
e. Direct the County of Monterey Office of the County Counsel to prepare an impartial summary of the ballot measure for the special election.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to:
a. Direct the Registrar of Voters to conduct a special election on May 4, 2021, wholly by Vote-By-Mail ballot on the following two questions: *1)* Shall the East Garrison Community Services District have a directly elected Board of Directors? and *2)* If the East Garrison Community Services District shall have a directly elected Board of Directors, which five *(5)* candidates shall be elected to serve?;
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c. Stipulate that in the event of a tie, the winning candidate(s) of the special election will be determined by a single coin toss conducted by the Registrar of Voters;
d. Direct the Registrar of Voters post the Resolution directing the Registrar of Voters to hold the special election in accordance with law and these specifications and render all services specified by the Elections Code relating to the election, such services include publication of the Formal Notice of

Election Article 3 of Chapter 2, Division 9 of the Elections Code relating to arguments concerning county measures shall apply, as full measure text on the Elections website and Registrar shall provide printed copies upon request at a cost to the East Garrison Community Services District(EGCSD); and e. Direct the County of Monterey Office of the County Counsel to prepare an impartial summary of the ballot measure for the special election.

SUMMARY/DISCUSSION:
On July 21, 2005, the State Legislature approved the creation of the East Garrison Community Services District (EGCSD) and named the Monterey County Board of Supervisors as its initial Board of Directors (BOD). The State Legislature required that the Board of Supervisors call for an election to determine if the voters within EGCSD wished to establish an independent board ten (10) years after formation, or earlier, if the Monterey County Elections Department certified that 500 voters are registered within EGCSD.

On August 29, 2017, an election was held to meet the requirement of holding an election ten years after formation; however, EGCSD only had approximately 400 registered voters. The August 29, 2017 EGCSD election measure to have a directly elected Board of Directors failed, and the Monterey County Board of Supervisor continues to serve as the EGCSD BOD.

On July 23, 2020, the Monterey County Registrar of Voters certified that as of the July 9, 2020 State Report of Registration, the number of registered voters within EGCSD was 1,280 (Attachment A-Statement of Registration Certification). Attachment B provides a detailed background and discussion of this matter.

On August 11, 2020, in compliance with Elections Code Section 10522, the Secretary of the EGCSD delivered notice to the Monterey County Registrar of Voters of the elective offices of the EGCSD Board of Directors to be filled at a special district election and each candidate is to pay for the publication of a statement of qualifications pursuant to Section 13007. On the same day, notice was sent showing the boundaries of the district and boundaries of the divisions of the district within Monterey County and a statement indicating in which divisions a director is to be elected and whether any elective office is to be elected at large at the next EGCSD special district election.

On September 22, 2020 (today), the EGCSD BOD approved a resolution recommending the Monterey County Board of Supervisors adopt a resolution directing the Monterey County Registrar of Voters to conduct a special election by Vote-By-Mail ballot on May 4, 2021, the earliest possible date for the required election, and directing the County of Monterey Office of the County Counsel prepare an impartial summary of the ballot measure. The legislation creating EGCSD requires that the Monterey County Board of Supervisors adopt a resolution, placing the question of having an independent elected board of directors on the ballot. The law further requires that, at the same election, if a majority of voters choose to have an elected board of directors, then the voters shall also elect five (5) members to the EGCSD Board of Directors.

Elections Code Section 13307 specifies whenever an election is called by a district having offices to be filled, the district is required to fix and determine the number of words, either 200 or 400, a candidate may submit their candidate's statement and determine if the candidate and/or political

subdivision will pay for the cost of the statement. The EGCSD Resolution recommends that the Monterey County Board of Supervisors establish a 200-word limit for candidate statements and require each candidate to pay the Elections Department for all costs associated with publishing the candidate's statement of qualifications.

Elections Code Section 15651 requires the district to determine the means and manner which a tie vote is to be resolved in the event that two or more persons receive an equal number of votes and the highest number of votes ("tie votes") for an office to be voted upon. The EGCSD BOD recommends that the Monterey County Board of Supervisors stipulate that in the event of a tie, the winning candidate(s) be determined by a single coin toss conducted by the Registrar of Voters.

The Monterey County Board of Supervisors is asked to adopt a resolution directing the Monterey County Registrar of Voters to take all steps necessary to conduct a special election for EGCSD on May 4, 2021, in accordance with law and as delineated in the EGCSD BOD adopted resolution (Attachment C-EGCSD BOD Resolution).

OTHER AGENCY INVOLVEMENT:
On September 22, 2020, the EGCSD BOD adopted a resolution recommending that the Monterey County Board of Supervisors direct that a special election be conducted for EGCSD. The Office of the County Counsel will prepare an impartial summary of the ballot measure upon Board direction. The County Administrative Office supports the proposed resolution.

FINANCING:
EGCSD will reimburse the Elections Department for all costs associated with conducting the proposed special election, so the General Fund will not be impacted. The Monterey County Registrar of Voters estimates the cost of a Vote-By-Mail Ballot Measure for approximately 1,267 registered voters at $45,000. Sufficient funding is budgeted in the Fiscal Year 2020-21 Adopted Budget for EGCSD, Fund 181, Appropriation Unit RMA106, to reimburse staff costs and County Elections Department costs associated with conducting a Vote-By-Mail Ballot special election and the Registrar of Voters certifying its results.

The financial impact to EGCSD in forming an independent district is unknown. The costs for EGCSD management will likely increase, given that EGCSD would need to establish its own governance and administrative function. Currently, these functions are handled by the County Resource Management Agency (RMA). If EGCSD were to contract with a third-party for the general management of the EGCSD, it would still have to establish and maintain a governance and management function to oversee such a contract.

Voter approval of an independent board could potentially impact the County financially, since over half of EGCSD's Special Tax receipts fund services provided by the County, including Sheriff protection and public road maintenance and operations (estimated at over $850,000, at full development, in 2012 Dollars). The agreements currently in place will remain enforceable obligations unless changed or rescinded by mutual consent of the EGCSD and County. The process of the County receiving reimbursements for EGCSD-funded services will require coordination with the independent EGCSD

BOD and the County to ensure required services are provided and timely, accurate payment for services is received.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Holding an election to determine if EGCSD shall have an independently elected Board of Directors supports the Board of Supervisors' Strategic Initiatives for Economic Development, Infrastructure, and Public Safety. Efficient EGCSD operations enhance the economic well-being of Monterey County residents by providing for attractive, well maintained public infrastructure and improving public safety. Effective public infrastructure is an important objective in East Garrison. A properly functioning CSD enhances and maintains East Garrison's infrastructure. EGCSD contributes to the public safety of East Garrison and the County by bearing its fair share of costs for Sheriff protection services.

_X_ Economic Development
___ Administration
___ Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Dawn Yonemitsu, RMA-Special Districts Management Analyst I (831) 755-5304
Reviewed by: Melanie Beretti, Property Administration/Special Programs Manager
Approved by: Shawne Ellerbee, Assistant Director of Resource Management Agency
Approved by: Carl P. Holm, AICP, RMA Director

Attachments:
Attachment A-Statement of Registration Certification
Attachment B-Detailed Background and Discussion
Attachment C-EGCSD BOD Resolution
Attachment D-Draft Resolution
(Attachments are on file with the Clerk of the Board)

Attachment A

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MONTEREY COUNTY ELECTIONS

1441 Schilling Place-North Building
Salinas, CA 93901

PO Box 4400
Salinas, CA 93912

831-796-1499 Phone
831-755-5485 Fax

www.MontereyCountyElections.us

elections@co.monterey.ca.us

Claudio Valenzuela
Registrar of Voters

Gina Martinez
Assistant Registrar of Voters

STATEMENT OF REGISTRATION CERTIFICATION

I, Claudio Valenzuela, Registrar of Voters, of the County of Monterey, do hereby certify the number of voters registered to vote within the **East Garrison Community Services District** to be **one thousand two hundred and eighty (1,280)**, as per the last Report of Registration submitted to the California Secretary of State on July 9, 2020.

DATED:

This 23rd day of July 2020

SIGNED:

Claudio Valenzuela, Registrar of Voters

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Attachment B

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EAST GARRISON COMMUNITY SERVICES DISTRICT
DETAILED BACKGROUND AND DISCUSSION

EGCSD was created to provide and fund the provision of urban services to the East Garrison Community. EGCSD is funded by a Mello-Roos Community Facilities Special Annual Tax imposed by the East Garrison Public Financing Authority. EGCSD maintenance and funding responsibilities are defined in the Urban Services Agreement, adopted between the County of Monterey, and EGCSD, adopted in 2006, and amended March 26, 2013. The primary responsibilities of the EGCSD are maintenance and operation of urban facilities, including open space, fencing, drainage facilities, roadway landscaping and Lincoln Park. The EGCSD is also required to reimburse the County for County provided services, namely Sheriff's Patrol and perimeter road operations and maintenance. The Fiscal Analysis prepared by Keyser Marston in 2013 identified EGCSD annual costs at full development, in 2012 Dollars, at approximately $1.75 Million, of which about half was for County Sheriff services and County perimeter roads. EGCSD maintenance activities are currently performed by private contractors, under an interim maintenance agreement with the developer, Union Community Partners (UCP).

The Board of Supervisors has acted as the governing board of the EGCSD since its inception. Delays in the development of East Garrison, due to the Great Recession, caused the development to be considerably behind the stage envisioned at EGCSD's formation. Inadvertently, the election was not placed on the November 2016 ballot to meet the election being conducted after 10-years of formation; however, it was held at the next general election on August 29, 2017. This prior election did not have the required number of registered voters residing with EGCSD. For the proposed election, if the Registrar of Voters certifies that the number of registered voters within the EGCSD exceeds 500 and certifies the election results as a majority of voters within EGCSD has voted in favor of having an independent board, the governance of EGCSD immediately transfers from the Board of Supervisors to the newly elected EGCSD Board of Directors.

Though a majority decision to create an independent board shifts the governance and management of EGCSD to the new independent board, the Urban Services Agreement, currently in place, will remain an enforceable obligation of the parties, unless it is amended by mutual consent. Upon establishment of an independent board, EGCSD would need to establish its own governance (e.g., adoption of by-laws, etc.) and management structure (e.g., financial, legal, risk management, purchasing, human resources, etc.) Since EGCSD's inception, the County has provided its governance and day-to-day management. Currently, the Resource Management Agency (RMA) provides these services. If the majority of EGCSD votes not in favor of becoming an independent board, the BOS acting as the EGCSD Board of Directors and RMA day-to-day management of EGCSD will remain in effect.

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Attachment C

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Before the Board of Supervisors of the County of Monterey,
Acting as the Board of Directors of the East Garrison Community Services District,
State of California

Resolution No. 20- _____

Acting as the Board of Directors of the East Garrison Community Services District: a. Adopt a resolution recommending that the Monterey County Board of Supervisors: 1. Direct the Registrar of Voters to conduct a special election on May 4, 2021, wholly by Vote-By-Mail ballot on the following two questions: *i)* Shall the East Garrison Community Services District have a directly elected Board of Directors? and *ii)* If the East Garrison Community Services District shall have a directly elected Board of Directors, which five *(5)* candidates shall be elected to serve?; 2. Limit candidate statements to 200 words and require each candidate to pay the Elections Department for all costs associated with publishing their statement pursuant to Elections Code Section 13307; 3. Stipulate that in the event of a tie, the winning candidate(s) of the special election will be determined by a single coin toss conducted by the Registrar of Voters; 4. Direct the Registrar of Voters to post the Resolution directing the Registrar of Voters to hold the special election in accordance with law and these specifications and render all services specified by the Elections Code relating to the election, such services include publication of the Formal Notice of Election Article 3 of Chapter 2, Division 9 of the Elections Code relating to arguments concerning county measures shall apply, as full measure text on the Elections website and Registrar shall provide printed copies upon request at a cost to the District; and 5. Direct the County of Monterey Office of the County Counsel to prepare an impartial summary of the ballot measure for the special election; and b. Direct East Garrison Community Services District to reimburse the Elections Department, in full, for costs associated with conducting the special election on May 4, 2021, and the Registrar of Voters certifying the Vote-By-Mail Ballot Special Election results.	)))

WHEREAS, Government Code Section 61029.5(b)(1) requires that when the Monterey County Registrar of Voters certifies, in writing, the number of voters in EGCSD has reached or exceeded 500, the Monterey County Board of Supervisors may adopt a resolution placing on the ballot the question of whether EGCSD shall have a directly elected board of directors;

WHEREAS, on July 23, 2020, the Monterey County Registrar of Voters certified in writing that the number of voters within EGCSD has reached or exceeded 500 voters;

WHEREAS, Government Code Section 61029.5(c) also specifies that the voters shall elect members to EGCSD Board of Directors;

WHEREAS, persons elected to the board of directors shall take office only if a majority of the voters are in favor of having a directly elected board of directors;

WHEREAS, pursuant to Elections Code Section 10002, EGCSD may, by resolution, request that the Monterey County Board of Supervisors permit the Registrar of Voters to render specified services to the District relating to the conduct of the election and that the District shall reimburse the Registrar of Voters, in full, for the services performed upon presentation of an invoice to EGCSD;

WHEREAS, EGCSD has sufficient funds in Fiscal Year 2020-21 to reimburse the County of Monterey Elections Department for conducting the election, at an estimated cost of $45,000;

WHEREAS, this election is proposed to be held on May 4, 2021, which is an established Vote-by-Mail ballot election date pursuant to Elections Code Section 1500;

WHEREAS, pursuant to Elections Code Section 13307, whenever an election is called by a district having offices to be filled, the district is required to fix and determine the number of words, either 200 or 400, a candidate may submit on their candidate's statement of qualifications and determine if the candidate and/or political subdivision will pay for the cost of the statement;

WHEREAS, on August 11, 2020, in compliance with Elections Code Section 10509, the Secretary of the EGCSD delivered notice to the Monterey County Registrar of Voters of the elective offices of the EGCSD Board of Directors (BOD) to be filled at a special district election and each candidate is to pay for the publication of a statement of qualifications pursuant to Section 13307;

WHEREAS, on August 11, 2020, in compliance with Elections Code Section 10522, the Secretary of EGCSD delivered notice to the Monterey County Registrar of Voters a map showing the boundaries of the district and boundaries of the divisions of the district within Monterey County and a statement indicating in which divisions a director is to be elected and whether any elective officer is to be elected at large at the next EGCSD special district election;

WHEREAS, Elections Code Section 15651 requires the district to determine the means and manner which a tie vote is to be resolved in the event that two or more persons receive an equal number of votes and the highest number of votes ("tie votes") for an office to be voted upon; and

WHEREAS, upon certification by the Monterey County Registrar of Voters that a majority vote of EGCSD registered voters had decided that EGCSD shall have a directly elected board or directors, it would become effective immediately;

NOW, THEREFORE, BE IT RESOLVED THAT the Monterey County Board of Supervisors, acting as the Board of Directors of EGCSD (EGCSD BOD), hereby resolves to approve the following:

Section 1. The foregoing recitals are true and correct, and the Board of Directors so finds and determines.

Section 2. The EGCSD BOD recommends that the Monterey County Board of Supervisors adopt a resolution directing the Registrar of Voters to take all steps necessary to conduct a special election on May 4, 2021, solely by Vote-by-Mail ballot, for all registered voters within the boundaries of EGCSD to submit to the voters of the District the following question:

"1) Shall the East Garrison Community Services District have a directly elected Board of Directors?"

In addition, the ballot shall contain the general board member contest electing five (5) candidates to serve as the EGCSD BOD that shall take effect if the question of a directly elected Board of Directors is approved by a majority of votes cast. Candidate's statements shall be limited to 200 words and all candidates for office shall pay for the publication of a statement of qualifications pursuant to Elections Code Section 13307. Candidate statement acceptance starts on January 11, 2021 and ends on February 5, 2021. Information about how to become a candidate can be located at the Monterey County Elections website under Candidates and Candidates Guidelines.

The EGCSD BOD further recommends the Monterey County Board of Supervisors adopt a resolution directing the Registrar of Voters to hold the election in accordance with law and these specifications and render all services specified by the Elections Code relating to the election, such services include the publication of the Formal Notice of Election Article 3 of Chapter 2 Division 9 of the Elections Code relating to arguments concerning county measures shall apply, and further direct the County of Monterey Office of the County Counsel to prepare an impartial analysis of the ballot measure.

Section 3. The EGCSD BOD further recommends that the Monterey County Board of Supervisors direct the Registrar of Voters to post the Resolution as full measure text on the Elections website and shall provide printed copies upon request at a cost to the District. The impartial analysis shall include the phrase "The above statement is an impartial analysis of Ordinance or Measure. If you desire a copy of the ordinance or measure, please call the Elections Office at (831) 796-1499, and a copy will be mailed at no cost to you."

Section 4. The EGCSD BOD further recommends that in the event of any tie votes, the winning candidate(s) will be determined by a single coin toss conducted by the Registrar of Voters.

Section 5. The EGCSD BOD further recommends this resolution shall take effect immediately upon its adoption.

Section 6. The EGCSD BOD directs that EGCSD shall reimburse the Elections Department, in full, for the services performed by the Elections Department and Registrar of Voters to conduct the special election by Vote-By-Mail ballot and certify the results, respectively, upon presentation of an invoice to EGCSD.

PASSED AND ADOPTED on this 22nd day of September 2020, by roll call vote:

AYES: Supervisors
NOES:
ABSENT:

(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 September 22, 2020.

Dated:
File Number:

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

By _____
Deputy

Attachment D

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Before the Board of Supervisors of the County of Monterey
State of California

Resolution No. 20- _____

Adopt a resolution to :
a. Direct the Registrar of Voters to conduct a special election on May 4, 2021, wholly by Vote-By-Mail ballot on the following two questions: *1)* Shall the East Garrison Community Services District have a directly elected Board of Directors? and *2)* If the East Garrison Community Services District shall have a directly elected Board of Directors, which five *(5)* candidates shall be elected to serve?;
b. Limit candidate statements to 200 words and require each candidate to pay the Elections Department for all costs associated with publishing their statement pursuant to Elections Code Section 13307;
c. Stipulate that in the event of a tie, the winning candidate(s) of the special election will be determined by a single coin toss conducted by the Registrar of Voters;
d. Direct the Registrar of Voters post the Resolution directing the Registrar of Voters to hold the special election in accordance with law and these specifications and render all services specified by the Elections Code relating to the election, such services include publication of the Formal Notice of Election Article 3 of Chapter 2, Division 9 of the Elections Code relating to arguments concerning county measures shall apply, as full measure text on the Elections website and Registrar shall provide printed copies upon request at a cost to the District; and
e. Direct the County of Monterey Office of the County Counsel to prepare an impartial summary of the ballot measure for the special election.

WHEREAS, Government Code Section 61029.5(a) designates the Board of Supervisors of Monterey County as the Board of Directors of the East Garrison Community Services District (EGCSD) until conversion to a directly elected board of directors;

WHEREAS, Government Code Section 61029.5(b)(1) requires that when the Monterey County Registrar of Voters certifies, in writing, the number of voters in the EGCSD has reached or exceeded 500, the Monterey County Board of Supervisors may adopt a resolution placing on the ballot the question of whether EGCSD shall have a directly elected board of directors;

WHEREAS, on July 23, 2020, the Monterey County Registrar of Voters certified in writing that the number of voters within the EGCSD has reached or exceeded 500 voters;

WHEREAS, Government Code Section 61029.5(c) also specifies that the voters shall elect members to the EGCSD Board of Directors;

WHEREAS, persons elected to the board of directors shall take office only if a majority of the voters are in favor of having a directly elected board of directors;

WHEREAS, EGCSD has sufficient funds in Fiscal Year 2020-21 to reimburse the County of Monterey Elections Department for conducting the election and the Registrar of Voters for certifying the election results, at an estimated cost of $45,000;

WHEREAS, pursuant to Elections Code Section 13307, whenever an election is called by a district having offices to be filled, the district is required to fix and determine the number of words, either 200 or 400, a candidate may submit on their candidate's statement of qualifications and determine if the candidate and/or political subdivision will pay for the cost of the statement;

WHEREAS, on August 11, 2020, in compliance with Elections Code Section 10509, the EGCSD Secretary delivered notice to the Monterey County Registrar of Voters of the elective offices of the EGCSD Board of Directors to be filled at a special district election and each candidate is to pay for the publication of a statement of qualifications pursuant to Section 13307;

WHEREAS, on August 11, 2020, in compliance with Elections Code Section 10522, the EGCSD Secretary delivered to the Monterey County Registrar of Voters a map showing the boundaries of the district and boundaries of the divisions of the district within Monterey County and a statement indicating in which divisions a director is to be elected and whether any elective officer is to be elected at large at the next EGCSD special district election;

WHEREAS, Elections Code Section 15651 requires the district to determine the means and manner which a tie vote is to be resolved in the event that two or more persons receive an equal number of votes and the highest number of votes ("tie votes") for an office to be voted upon;

WHEREAS, pursuant to Elections Code Section 10002, EGCSD may, by resolution, request that the Monterey County Board of Supervisors permit the Registrar of Voters to render specified services to the District relating to the conduct of the election and that the District shall reimburse the Registrar of Voters, in full, for the services performed upon presentation of an invoice to EGCSD;

WHEREAS, May 4, 2021, is an established Vote-by-Mail ballot election date pursuant to Elections Code Section 1500;

WHEREAS, on September 22, 2020, the EGCSD BOD adopted a resolution recommending that the Monterey County Board of Supervisors adopt a resolution directing the Monterey County Registrar of Voters take all steps necessary to conduct a special election for EGCSD on May 4, 2021, in accordance with law and as delineated in the EGCSD BOD adopted resolution; and

WHEREAS, upon certification by the Monterey County Registrar of Voters that a majority vote of EGCSD registered voters had decided that EGCSD shall have a directly elected board or directors, it would become effective immediately.

NOW, THEREFORE, BE IT RESOLVED THAT the Monterey County Board of Supervisors hereby resolves to approve the following:

Section 1. The foregoing recitals are true and correct, and the Board of Supervisors so finds and determines.

Section 2. The Registrar of Voters shall take all steps necessary to conduct a special election on May 4, 2021, solely by Vote-by-Mail ballot, for all registered voters within the boundaries of the EGCSD to submit to the voters of the District the following question:

"Shall the East Garrison Community Services District have a directly elected Board of Directors?"

In addition, the ballot shall contain the general board member contest to elect five (5) candidates to serve as the EGCSD BOD that shall take effect if the question of a directly elected Board of Directors is approved by a majority of votes cast. Candidate statements shall be limited to 200 words and all candidates for office shall pay for the publication of a statement of qualifications pursuant to Elections Code Section 13307. Candidate statement acceptance starts on January 11, 2021 and ends on February 5, 2021. Information about how to become a candidate is located on the County of Monterey Elections Department website under Candidates-Candidate Guidelines (https://www.montereycountyelections.us/candidate-guidelines/).

The Registrar of Voters shall hold the election in accordance with law and these specifications and render all services specified by the California Elections Code relating to the election, such services include the publication of the Formal Notice of Election Article 3 of Chapter 2 Division 9 of the Elections Code relating to arguments concerning county measures shall apply, and the County of Monterey Office of the Counsel shall prepare an impartial analysis of the ballot measure.

Section 3. The Registrar of Voters shall post the Resolution as full measure text on the Elections website and shall provide printed copies upon request at a cost to the District. The impartial analysis shall include the phrase "The above statement is an impartial analysis of Ordinance or Measure. If you desire a copy of the ordinance or measure, please call the Elections Office at (831) 796-1499, and a copy will be mailed at no cost to you."

Section 4. In the event of any tie vote(s), the winning candidate(s) shall be determined by a single coin toss conducted by the Registrar of Voters.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 22nd day of September 2020, by roll call vote:

AYES: Supervisors
NOES:
ABSENT:

(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 September 22, 2020.

Dated:
File Number:

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

By _____
Deputy

Introduced: 9/11/2020

Current Status: RMA Administration - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve Amendment No. 4 to Joint Funding Agreement No. 16WSCA600466210 with the United States Geological Survey (USGS), increasing the not-to-exceed amount by $25,000, funded by an increase in USGS match contribution, to allow USGS to complete final updates to the Salinas Valley Integrated Hydrologic Model; and
b. Authorize the Resource Management Agency Director to execute Amendment No. 4 to Joint Funding Agreement No. 16WSCA600466210.

RECOMMENDATION:
It is recommended that the Monterey County Board of Supervisors:
a. Approve Amendment No. 4 to Joint Funding Agreement No. 16WSCA600466210 with the United States Geological Survey (USGS), increasing the not-to-exceed amount by $25,000, funded by an increase in USGS match contribution, to allow USGS to complete final updates to the Salinas Valley Integrated Hydrologic Model; and
b. Authorize the Resource Management Agency Director to execute Amendment No. 4 to Joint Funding Agreement No. 16WSCA600466210.

SUMMARY/DISCUSSION:
New policies implemented with the adoption of the 2010 General Plan for Monterey County to address groundwater overdraft resulted in litigation. As part of a settlement agreement reached in 2012 in one of the lawsuits (Salinas Valley Water Coalition et al. v. County (Monterey Superior Court Case No. M109451), the County considered and adopted an amendment to Policy PS-3.1 of the Public Services Element of the General Plan. Per the amended policy, the County is conducting a five-year study to assess the general health of the Salinas Valley Groundwater Basin (SVBG) with regard to its ability to provide a sustainable supply of water for land-use activities projected through Year 2030 to meet the County General Plan projected development ("Investigation").

In March 2016, the County entered into a Joint Funding Agreement No. 16WSCA600466210 (Agreement) with USGS to configure and calibrate an integrated comprehensive hydrogeologic model to assess the general health of the SVGB, the cooperative agreement was converted into this Agreement (Attachment A), which has been amended three times since March 2016, to increase funds and extend time frames (Attachments B-D). The proposed Amendment No. 4 (Attachment E) modifies USGS' match contribution toward the contract amount and its proposed work delivery by an increase of $25,000. The purpose of Amendment No. 4 is to increase funding with the $25,000 Cooperative Matching Funds contributed by the USGS. These additional funds will be used toward the Salinas Valley Integrated Hydrologic Model (SVIHM) update and completion of SVGB

Investigation. The tasks outlined in Amendment No. 4 are expected to occur from the date of execution through October 31, 2021.

OTHER AGENCY INVOLVEMENT:
Monterey County Water Resources Agency performs project management for the SVGB Investigation. The Office of the County Counsel has reviewed Amendment No. 4 as to form.

FINANCING:
With approval of Amendment No. 4, the total Joint Funding Agreement will increase to $1,406,074. The County's share of the cost of the Investigation will not increase; it will remain at $1,266,571. Total USGS cost will increase by $25,000, for a total USGS match contribution of $139,503. Resource Management Agency (RMA) staff time to process Amendment No. 4 is funded as part of the RMA Adopted Budget for Fiscal Year 2020-21, General Fund, Fund 001, Administration Appropriation Unit RMA013. Details of the prior agreement amendments are provided in Attachment F-Summary of Joint Funding Agreement and Amendments.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Approval of Amendment No. 4 to the Agreement with USGS supports the Board of Supervisors' Economic Development, Administration, and Infrastructure Strategic Initiatives by ensuring accurate, timely, and transparent fiscal accounting and effective resource management to enable the RMA to complete critical work related to groundwater sustainability in the Salinas Valley basin for the long-term benefit of the County. Completion of the SVGB Investigation supports Economic Development by implementing General Plan policy.

X Economic Development
X Administration
___ Health & Human Services
X Infrastructure
___ Public Safety

Prepared by: Shandy Carroll, Management Analyst III (831) 784 5643
Reviewed by: Melanie Beretti, Property Administration/Special Programs Manager
Approved by: Shawne E. Ellerbee, Assistant Director of Resource Management Agency
Approved by: Carl P. Holm, AICP, RMA Director

Attachments:
Attachment A-Joint Funding Agreement No. 16WSCA600466210 (JFA)
Attachment B-Amendment No. 1 to JFA
Attachment C-Amendment No. 2 to JFA
Attachment D-Amendment No. 3 to JFA
Attachment E-Proposed Amendment No. 4 to JFA
Attachment F-Summary of Joint Funding Agreement
(Attachments are on file with the Clerk of the Board)

Introduced: 9/11/2020

Current Status: RMA Administration - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve Amendment No. 4 to Joint Funding Agreement No. 16WSCA600466210 with the United States Geological Survey (USGS), increasing the not-to-exceed amount by $25,000, funded by an increase in USGS match contribution, to allow USGS to complete final updates to the Salinas Valley Integrated Hydrologic Model; and
b. Authorize the Resource Management Agency Director to execute Amendment No. 4 to Joint Funding Agreement No. 16WSCA600466210.

RECOMMENDATION:

It is recommended that the Monterey County Board of Supervisors:
a. Approve Amendment No. 4 to Joint Funding Agreement No. 16WSCA600466210 with the United States Geological Survey (USGS), increasing the not-to-exceed amount by $25,000, funded by an increase in USGS match contribution, to allow USGS to complete final updates to the Salinas Valley Integrated Hydrologic Model; and
b. Authorize the Resource Management Agency Director to execute Amendment No. 4 to Joint Funding Agreement No. 16WSCA600466210.

SUMMARY/DISCUSSION:

New policies implemented with the adoption of the 2010 General Plan for Monterey County to address groundwater overdraft resulted in litigation. As part of a settlement agreement reached in 2012 in one of the lawsuits (Salinas Valley Water Coalition et al. v. County (Monterey Superior Court Case No. M109451), the County considered and adopted an amendment to Policy PS-3.1 of the Public Services Element of the General Plan. Per the amended policy, the County is conducting a five-year study to assess the general health of the Salinas Valley Groundwater Basin (SVBG) with regard to its ability to provide a sustainable supply of water for land-use activities projected through Year 2030 to meet the County General Plan projected development ("Investigation").

In March 2016, the County entered into a Joint Funding Agreement No. 16WSCA600466210 (Agreement) with USGS to configure and calibrate an integrated comprehensive hydrogeologic model to assess the general health of the SVGB, the cooperative agreement was converted into this Agreement (Attachment A), which has been amended three times since March 2016, to increase funds and extend time frames (Attachments B-D). The proposed Amendment No. 4 (Attachment E) modifies USGS' match contribution toward the contract amount and its proposed work delivery by an increase of $25,000. The purpose of Amendment No. 4 is to increase funding with the $25,000 Cooperative Matching Funds contributed by the USGS. These additional funds will be used toward the Salinas Valley Integrated Hydrologic Model (SVIHM) update and completion of SVGB

Investigation. The tasks outlined in Amendment No. 4 are expected to occur from the date of execution through October 31, 2021.

OTHER AGENCY INVOLVEMENT:
Monterey County Water Resources Agency performs project management for the SVGB Investigation. The Office of the County Counsel has reviewed Amendment No. 4 as to form.

FINANCING:
With approval of Amendment No. 4, the total Joint Funding Agreement will increase to $1,406,074. The County's share of the cost of the Investigation will not increase; it will remain at $1,266,571. Total USGS cost will increase by $25,000, for a total USGS match contribution of $139,503. Resource Management Agency (RMA) staff time to process Amendment No. 4 is funded as part of the RMA Adopted Budget for Fiscal Year 2020-21, General Fund, Fund 001, Administration Appropriation Unit RMA013. Details of the prior agreement amendments are provided in Attachment F-Summary of Joint Funding Agreement and Amendments.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Approval of Amendment No. 4 to the Agreement with USGS supports the Board of Supervisors' Economic Development, Administration, and Infrastructure Strategic Initiatives by ensuring accurate, timely, and transparent fiscal accounting and effective resource management to enable the RMA to complete critical work related to groundwater sustainability in the Salinas Valley basin for the long-term benefit of the County. Completion of the SVGB Investigation supports Economic Development by implementing General Plan policy.

X Economic Development
X Administration
___ Health & Human Services
X Infrastructure
___ Public Safety

Prepared by: Shandy Carroll, Management Analyst III (831) 784 5643
Reviewed by: Melanie Beretti, Property Administration/Special Programs Manager
Approved by: Shawne E. Ellerbee, Assistant Director of Resource Management Agency
Approved by: Carl P. Holm, AICP, RMA Director

Attachments:
Attachment A-Joint Funding Agreement No. 16WSCA600466210 (JFA)
Attachment B-Amendment No. 1 to JFA
Attachment C-Amendment No. 2 to JFA
Attachment D-Amendment No. 3 to JFA
Attachment E-Proposed Amendment No. 4 to JFA
Attachment F-Summary of Joint Funding Agreement
(Attachments are on file with the Clerk of the Board)

Attachment A

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Form 9-1366
(April 2015)

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

JOINT FUNDING AGREEMENT

Customer #:	6000004662
Agreement #:	16WSCA600466210
Project #:	ZG00GD4
TIN #:	94-6000524
Fixed Cost Agreement	NO

FOR

WATER RESOURCES INVESTIGATION

THIS AGREEMENT is entered into as of the, 1ST day of January, 2016 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Monterey County Resource Management Agency (COUNTY), party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for cooperative water resources investigations titled "Salinas River Groundwater Basin Investigation, Salinas Valley, California" herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of $0.00

   (a) by the party of the first part during the period

Amount	Date	to	Date
$0.00	January 1, 2016		October 31, 2019

   (b) by the party of the second part during the period

Amount	Date	to	Date
$757,330.00	January 1, 2016		October 31, 2019

   USGS DUNs is 1761-38857.

   (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0.00

   Description of the USGS regional/national program:
   No additional contirbutions.

   (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

   (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation) Customer #: 6000004662 Agreement #: 16WSCA600466210

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered QUARTERLY. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

	U.S. Geological Survey United States Department of the Interior		Monterey County Resource Management Agency
	USGS Point of Contact		**Customer Point of Contact**
Name:	Irene A. Rios, Budget Analyst	Name:	Mr. Carl P. Holm, AICP
Address:	6000 J. Street, Placer Hall Sacramento, CA 95819-6129	Address:	168 Alisal Street, 2nd Floor Salinas, California 93901
Telephone:	619-225-6156	Telephone:	Office: 831-755-5703 FAX: 831-755-5877
Email:	iarios@usgs.gov	Email:	franklinh@co.monterey.ca.us
	Signatures and Date		
Signature:	Eric G. Reichard 1-20-16	Signature:	Carl P. Holm 3/20/2016
Date:		Date:	
Name:	Eric G. Reichard	Name:	Mr. Carl P. Holm AICP
Title:	Director, USGS California Water Science Center	Title:	Director, Monterey County RMA

Attachment B

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Form 9-1366
(April 2015)

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

JOINT FUNDING AGREEMENT

Customer #:	6000004662
Agreement #:	16WSCA600466210_A1
Project #:	ZG00GD4
TIN #:	94-6000524
Fixed Cost Agreement	NO

FOR

WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the, 15th day of June, 2016 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY (MCRMA), party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for cooperative water resources investigations title "Salinas River Groundwater Basin Investigation, Salinas Valley, California" herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of $0.00 .

   (a) by the party of the first part during the period

Amount	Date	to	Date
$63,608.00	January 1, 2016		October 31, 2019

   (b) by the party of the second part during the period

Amount	Date	to	Date
$0.00	January 1, 2016		October 31, 2019

   USGS DUNs is 1761-38857. The amounts in 2(a) and 2(b) above are for Federal Fiscal Year 2016 (FFY16). Total funding for the USGS 2(a) protion of this agreement including this amendment is $63,608.00. Total funding for the MCRMA 2(b) portion of this agreement, including this amendment is $757,300.00. Total amount for this agreement including this amendment is $820,908.00

   (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0.00

   Description of the USGS regional/national program:
   No additional contributions

   (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

   (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation) Customer #: 6000004662 Agreement #: 16WSCA600466210 A1

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered QUARTERLY. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

	U.S. Geological Survey United States Department of the Interior		Monterey County Resources Management
	USGS Point of Contact		**Customer Point of Contact**
Name:	Irene A. Rios, Budget Analyst	Name:	Mr. Carl P. Holm, AICP
Address:	6000 J. Street, Placer Hall Sacramento, CA 95819-6129	Address:	168 Alisal Street, 2nd Floor Salinas, California 93901
Telephone:	619-225-6156	Telephone:	Office: 831-755-5703 FAX: 831-755-5877
Email:	iarios@usgs.gov	Email:	franklinh@co.monterey.ca.us

Signatures and Date

Signature:	Eric G. Reichard 6-15-16	Signature:	C P Holm 6/17/16
Date:		Date:	
Name:	Eric G. Reichard	Name:	Mr. Carl P. Holm AICP
Title:	Director, USGS CA Water Science Center	Title:	Director, Monterey County RMA

(* Indicates Customer Signature Required)

United States Department of the Interior

U.S. GEOLOGICAL SURVEY

ADDENDUM TO REIMBURSABLE AGREEMENT

California Water Science Center
6000 J Street, Placer Hall
California State University
Sacramento, California 95819-6129
(916) 278-3000 Fax (916) 278-3070
http://water.wr.usgs.gov

August 22, 2017

Mr. Carl P. Holm, AICP
Monterey County Resources Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901

RE: Addendum to Agreement Number 16WSCA600466210 Amendment 1

Dear Mr. Holm

The U.S. Geological Survey requires correction addendum to agreements executed and processed within the Federal Financial Business System. An administrative error was found on page two section 2(b) in the detail of total contribution by USGS and Monterey County Resources Management Agency (MCRMA).

In order to document this error has been identified and corrected, USGS request MCRWA sign, date, and return this letter via fax, mail, or PDF attachment to e-mail.

___ *Bill Frequency – (Circle one) Monthly Quarterly Semi-Annual Annual

___ Agency Location Number (ALC) (Federal) _____

___ *Treasury Account Symbol and Legal Authority (Federal) _____

___ *Replace Economy Act Authority with _____

___ Accounting Classification Code (Federal) _____

___ *Mandatory Termination/Cancellation Clause (non-Federal) _____

___ *Authority to Publish (non-Federal): It is understood that the results of this work will be available to the USGS for publication and use in connection with related work.

_X_ *Other: Due to administrative error found on page one, section 2b incorrect amount $757,300 stated should read $757,330 This does not change the executed approved amount.

Thank you for your prompt attention to this matter.

Sincerely,

Irene A. Rios,

USGS Representative
Irene A. Rios, Budget Analyst Date:
Phone: 619-225-6156 FAX: 619-225-6101

Customer Representative
Mr. Carl Holm, Director, MCRMA Date

9/22/2017

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Attachment C

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United States Department of the Interior

U.S. GEOLOGICAL SURVEY
California Water Science Center
6000 J Street, Placer Hall
Sacramento, CA 95819
Phone: (916) 278-3000 Fax: (916) 278-3070
http://water.wr.usgs.gov

September 9, 2017

Mr. Carl P. Holm, AICP
Monterey County Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901

Dear Mr. Holm:

This letter confirms discussions between our respective staffs, concerning an amendment to the cooperative water resources program between the Monterey County Water Resource Management Agency (MCRMA) and the U.S. Geological Survey (USGS), during the period of January 1, 2016 to October 31, 2021

The work proposed will deliver the following specific items, not yet provided or funded under the agreement 16WSCA600466210, hereafter called the original agreement. Item 1 (a, b, c) as called out here are model refinements for the 1967-2014 historical model developed in the original agreement and updates and support and guidance for consultant work necessary to meet the terms of the settlement agreement. Updated model results are considered "provisional" products until the completion of the project. Item 1 also includes the development of a new land-use and water demand tool/methodology not included within the original agreement. Items 2, 3 and 4; future model update training and model transfer (beyond 5-year investigation), the Scientific Investigations Reports and Fact Sheets, and model archive and data releases were included in the original agreement and are funded in this amendment. *A detailed description of the proposed work is provided in the enclosed attachment.*

Total cost for the amendment increases funding by $509,622. Of this total MCRMA will contribute 463,292 USGS will contribute $46,330 subject of the availability of Cooperative Matching Funds (CMF), Total funding contributed by MCRMA would increase to $1,220,622. Total funding contributed by USGS, subject to availability of CMF would be $109,938. This amendment will increase total agreement funding to $1,330,560.

Per discussions, item number 7 & 8 of the JFA have been modified covering release of data, therefore changes the JFA to a Non-Standard JFA.

Enclosed are three originals of Non-Standard Joint Funding Agreement (NS-JFA) 16WSCA600466210 Amendment 2, between MCRMA and the USGS. Work performed with funds from this agreement will be conducted on a reimbursable basis. If you are in agreement with this proposed program, please return two fully signed NS-JFAs to our office. The third original is for your records pending USGS approval. Upon approval, a fully executed NS JFA will be forwarded for your records.

√ 12/14 mailed. certified 2 originals

If you have any questions concerning this program, please contact Randy Hanson, in our San Diego Project Office, at (619) 225-6139. If you have any administrative questions, please contact Irene Rios, in our San Diego Project Office, at (619) 225-6156.

Sincerely,

Eric G. Reichard
Director, USGS California Water Science Center

Enclosures
cc: Randy Hanson, USGS CA WSC

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 16WSCA600466210_A2
Customer#: 6000004662
Project #: ZG00GD4
TIN #: 94-6000524
USGS DUNS #: 1761-38857
OPA Rev: 17-6079

Fixed Cost Agreement YES[ ] NO[X]

THIS AGREEMENT is entered into as of the 15 day of September, 2017, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Monterey County Resource Management Agency, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for cooperative water resources investigations in the Salinas River Groundwater Basin Investigation, Valley, California",herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00.

(a) $46,330.00 by the party of the first part during the period September 15, 2017 to November 30, 2019

(b) $463,292.00 by the party of the second part during the period September 15, 2017 to November 30, 2019

USGS Duns is 1761-38857. The amounts in 2(a) and 2(b) above are for this amendment. Total funding for the USGS 2(a) portion of this agreement including this amendment is 109,938. Total funding for MCRMA 2(b) portion of this agreement, including this amendment is $1,220,622.

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0.00

Description of the USGS regional/national program:

Not Applicable

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4.The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon completion of the USGS Fundamental Science Practices reviews and approvals, copies of the original records will be provided to the office of the other party at their request.

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 17WSCA600080320
Customer#: 6000000803
Project #: ZG00GTT
TIN #: 94-6000524
USGS DUNS #: 1761-38857
OPA Rev: 17-6079

8. Upon completion of the USGS Fundamental Science Practices reviews and approvals, the maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **quarterly**. Payments of bills are due within 60 days after the billing date. If not paid by the due date,ear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury. will be charged or each 30 day period, or portion thereof, that the payment is delayed beyond the due date.

USGS Technical Point of Contact

Name:	Wesley Henson Project Chief
Address:	4165 Spruance Rd., Suite 200 San Diego, CA 92101
Telephone:	(619) 225-6170
Fax:	(619) 225-6101
Email:	whenson@usgs.gov

Customer Technical Point of Contact

Name:	Franklin Howard, Senior Hydrologist
Address:	1441 Schilling Place, South 2nd Floor Salinas, CA 93901
Telephone:	831-755-4860
Fax:	
Email:	franklinh@co.monterey.ca.us

USGS Billing Point of Contact

Name:	Irene A. Rios Budget Analyst
Address:	6000 J Street - Placer Hall Sacramento, CA 95819
Telephone:	(619) 225-6156
Fax:	(619) 225-6101
Email:	iarios@usgs.gov

Customer Billing Point of Contact

Name:	Franklin Howard, Senior Hydrologist
Address:	1441 Schilling Place, South 2nd Floor Salinas, CA 93901
Telephone:	831-755-4860
Fax:	
Email:	franklinh@co.monterey.ca.us

U.S. Geological Survey
United States
Department of Interior

Monterey County Resource Management Agency

Signature

By Eric G. Reichard Date: 9-8-17
Name: Eric G. Reichard
Title: Director, USGS California Water Science Center

Signatures

By [signature] Date: 12/16/2017
Name: Mr. Carl P. Holm AICP
Title: Director, Monterey County RMA

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Attachment D

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United States Department of the Interior

U.S. GEOLOGICAL SURVEY
California Water Science Center
6000 J Street, Placer Hall
Sacramento, CA 95819
Phone: (916) 278-3000 Fax: (916) 278-3070
http://water.wr.usgs.gov

September 6, 2018

Mr. Carl P. Holm, AICP
Monterey County Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901

Dear Mr. Holm:

This letter confirms discussions between our respective staffs, concerning an amendment to the cooperative water resources program between the Monterey County Water Resource Management Agency (MCRMA) and the U.S. Geological Survey (USGS), during the period of January 1, 2016 to October 31, 2021

Enclosed with this letter is the workplan entitled *"Salinas River Groundwater Basin Investigation, Salinas Valley, California. Amended Scope and Fee Schedule for Agreement #16WSCA600466210"*

Total cost for the amendment increases funding by $50,514. Of this total MCRMA will contribute 45,949. USGS will contribute $4,565 subject of the availability of Cooperative Matching Funds (CMF), Total funding contributed by MCRMA would increase to $1,266,571. Total funding contributed by USGS, subject to availability of CMF would be $114,503. This amendment will increase total agreement funding to $1,381,074.

Enclosed are three originals of Non-Standard Joint Funding Agreement (NS-JFA) 16WSCA600466210 Amendment 3, between MCRMA and the USGS. Work performed with funds from this agreement will be conducted on a reimbursable basis. If you are in agreement with this proposed program, please return two fully signed NS-JFAs to our office. The third original is for your records pending USGS approval. Upon approval, a fully executed NS JFA will be forwarded for your records.

If you have any questions concerning this program, please contact Wesley Henson, in our San Diego Project Office, at (619) 225-6170. If you have any administrative questions, please contact Irene Rios, in our San Diego Project Office, at (619) 225-6156.

Sincerely,

Eric G. Reichard
Director, USGS California Water Science Center

Enclosures
cc: Wesley Henson, USGS CA WSC

Salinas River Groundwater Basin Investigation, Salinas Valley, California.

Amended Scope and Fee Schedule for Agreement #16WSCA600466210

By

Wesley Henson, U.S. Geological Survey,
Howard Franklin, Monterey County Water Resources Agency, and
Gary Petersen, Salinas Valley Basin Groundwater Sustainability Agency

May 10, 2018

This document defines modifications to the scope and deliverables to the original joint funding agreement (#16WSCA600466210) between the USGS and Monterey County ("County"), hereafter called the "Agreement." The most significant task in the Agreement was development of an integrated hydrologic model of the Salinas Valley ("SVIHM"). In the Agreement, there was no funding or deliverables associated with 1) transfer of the preliminary model to agents of the County, 2) support for agents of the County to evaluate and implement model scenarios using the preliminary model or 3) provide and document an independent review of methods used to develop model scenarios. The purpose of this amended scope is to define the funding and deliverables associated with use of the preliminary SVIHM for development of groundwater sustainability scenarios for water resources planning. Through this amendment, USGS can provide support and guidance to agents of the County for use of the preliminary model during ongoing model development before the completion of model documentation and public release of the SVIHM. This approach ensures that the model is available to be leveraged for evaluation of groundwater sustainability. Furthermore, USGS will evaluate the implementation of model scenarios and provide a technical memo to the County describing the evaluation of model scenario implementation. The work will consist of the following three tasks.

Task 1 – Technical Support

The County has designated the Salinas Valley Basin Groundwater Sustainability Agency ("SVBGSA") as its agent for purposes of this amended scope. The USGS will provide support to the SVBGSA's consultant for configuration of the Salinas Valley Integrated Hydrologic Model (SVIHM) for scenarios for groundwater sustainability to be developed for the SVBGSA.

USGS will provide guidance and technical support to the SVBGSA's consultant in configuring the new model with various operational alternatives to be analyzed. This task will include meetings and WebEx sessions, as well as guidance on selected model input and output, and model updates.

Task 2 – Technical Review of the Use of the Model for the Groundwater Sustainability Scenarios

The SVBGSA's consultant will create input data for the SVIHM to evaluate scenarios for different strategies to reach groundwater sustainability. The USGS will provide a technical review of the model scenario implementation by the SVBGSA's consultants.

Task 3 – Technical Review Memo of the Use of the Model for the Groundwater Sustainability Scenarios

The USGS will review model outputs developed by the SVBGSA's consultants for groundwater sustainability scenarios and assess the validity of the model application. A technical memo documenting the review will be provided to the SVBGSA.

Budget

The tasks in this amendment are expected to occur from amendment execution until January, 31st 2020. The budgets for tasks are shown in Table 1 by Federal Fiscal Year (FFY), which runs from October, 1 to September 30th each year.

	Tasks	FFY 2018	FFY 2019	FFY2020	Total Cost
Model Support	Task 1— Technical Advise and Model Support	$15,812	$16,286	$4,793	$36,890
Model Scenario Review	Task 2— Model Review	$1,694	$1,745	$2,995	$6,434
	Task 3— Technical Review Memo	$0	$0	$7,189	$7,189
Total Costs		$17,506	$18,031	$14,977	$50,514
Total Cost USGS		$1,582	$1,629	$1,354	$4,565
Total Cost Monterey County		**$15,924**	**$16,401**	**$13,624**	**$45,949**

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 16WSCA600466210_A3
Customer#: 6000004662
Project #: ZG00GD4
TIN #: 94-6000524
USGS DUNS #: 1761-38857
OPA Rev: 17-6079

Fixed Cost Agreement YES[ ] NO[X]

THIS AGREEMENT is entered into as of the 6th day of September, 2018, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Monterey County Resource Management Agency, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for cooperative water resources investigations in the Salinas River Groundwater Basin Investigation, Valley California area, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00.

(a) $4,565.00 by the party of the first part during the period January 1, 2016 to October 31, 2021

(b) $45,949.00 by the party of the second part during the period January 1, 2016 to October 31, 2021

USGS Duns is 1761-38857. The amounts in 2(a) and 2(b) above are for this amendment. Total funding for the USGS 2(a) portion of this agreement including this amendment is $114,503. Total funding for MCRMA 2(b) portion of this agreement, including this amendment is $1,266,571.

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of : $0.00

Description of the USGS regional/national program:
Not Applicable

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon completion of the USGS Fundamental Science Practices reviews and approvals, copies of the original records will be provided to the office of the other party at their request.

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 16WSCA600466210_A3
Customer#: 6000004662
Project #: ZG00GD4
TIN #: 94-6000524
USGS DUNS #: 1761-38857
OPA Rev: 17-38857

8. Upon completion of the USGS Fundamental Science Practices reviews and approvals, the maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **quarterly**. Payments of bills are due within 60 days after the billing date. If not paid by the due date,ear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury. will be charged or each 30 day period, or portion thereof, that the payment is delayed beyond the due date.

USGS Technical Point of Contact

Name: Wesley Henson
Project Chief
Address: 4165 Spruance Rd., Suite 200
San Diego, CA 92101
Tele: (619) 225-6170
Fax: (619) 225-6101
Email: whenson@usgs.gov

Customer Technical Point of Contact

Name: Franklin Howard, Senior Hydrologist
Address: 1441 Schilling Place, North Building
Salinas, CA 93901
Tele: (831) 755-4860
Fax:
Email: franklinh@co.monterey.ca.us

USGS Billing Point of Contact

Name: Irene A. Rios
Budget Analyst
Address: 6000 J Street - Placer Hall
Sacramento, CA 95819
Tele: (619) 225-6156
Fax: (619) 225-6101
Email: iarios@usgs.gov

Customer Billing Point of Contact

Name: Melanie Beretti, Special Programs Manager
Address: 1441 Schilling Place, South 2nd Floor
Salinas, CA 93901
Tele: (831) 755-5285
Fax:
Email: berettiM@co.monterey.ca.us

U.S. Geological Survey
United States
Department of Interior

Signature

By _____ Date: 12-10-18
Name: Eric G. Reichard
Title: Director, USGS California Water Science Center

Monterey County Resource Management Agency

Signatures

By _____ Date: 11/16/2018
Name: Carl P. Holm
Title: RMA Director

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Attachment E

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United States Department of the Interior
U.S. GEOLOGICAL SURVEY
California Water Science Center
4165 Spruance Road, Suite 200
San Diego, CA 92101

September 1, 2020

Mr. Carl P. Holm, AICP
Monterey County Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901

Dear Mr. Holm:

This letter confirms discussions between our respective staffs, concerning the continuation of the cooperative water-resources between the Monterey County Water Resource Management Agency (MCRMA) and the U.S. Geological Survey (USGS) for the period of January 1, 2016 to October 31, 2021.

The purpose of this amendment is to increase funding with Cooperative Matching Funds (CMF) contributed by the USGS by $25,000. Total cost to the program to USGS over all fiscal years, including this amendment will be $139,503. Total cost to customer over all fiscal years, including this amendment remains at $1,266,571.

The additional CMF will be used towards the update of the "Salinas River Groundwater Basin Investigation, Salinas Valley, California."

Enclosed are two signed originals of the Joint Funding Agreement (JFA) 16WSCA600466210_A4 for your approval. Work performed with funds from this agreement will be conducted on a reimbursable basis. If you are in agreement with this proposed program, please sign and return one of the originals to our San Diego Project office to Irene Rios. The second signed orginal of the JFA is for your files.

If you have any questions concerning the program described above, please contact Wes Henson (619) 225-6170 in our San Diego Office. If you have any administrative questions, please contact Irene Rios at iarios@usgs.gov (619) 225-6156.

Sincerely,

Reichard, Eric G.

Digitally signed by Reichard, Eric G.
DN: cn=Reichard, Eric G., o, ou, email=egreich@usgs.gov, c=US
Date: 2020.09.01 11:50:08 -07'00'

Eric Reichard
Director, USGS CA Water Science Center

Enclosure
16WSCA600466210 (2)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 16WSCA600466210_A4
Customer#: 6000004662
Project #: ZG00GD4
TIN #: 94-6000524
USGS DUNS #: 1761-38857
OPA Rev: 17-6079

Fixed Cost Agreement YES[ ] NO[X]

THIS AGREEMENT is entered into as of the 1st day of September, 2020, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Monterey County Resource Management Agency, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for cooperative water resources investigations in the Salinas River Groundwater Basin Investigation, Valley California area, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00.

(a) $25,000.00 by the party of the first part during the period January 1, 2016 to October 31, 2021

(b) $ 0.00 by the party of the second part during the period January 1, 2016 to October 31, 2021

USGS Duns is 1761-38857. The amounts in 2(a) and 2(b) above are for this amendment. Total funding for the USGS 2(a) portion of this agreement including this amendment is $139,503. Total funding for MCRMA 2(b) portion of this agreement, including this amendment remains at $1,266,571.

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of : $0.00

Description of the USGS regional/national program:
Not Applicable

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon completion of the USGS Fundamental Science Practices reviews and approvals, copies of the original records will be provided to the office of the other party at their request.

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 16WSCA600466210_A4
Customer#: 6000004662
Project #: ZG00GD4
TIN #: 94-6000524
USGS DUNS #: 1761-38857
OPA Rev: 17-38857

8. Upon completion of the USGS Fundamental Science Practices reviews and approvals, the maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **quarterly**. Payments of bills are due within 60 days after the billing date. If not paid by the due date,ear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury. will be charged or each 30 day period, or portion thereof, that the payment is delayed beyond the due date.

USGS Technical Point of Contact

Name: Wesley Henson
Project Chief
Address: 4165 Spruance Rd., Suite 200
San Diego, CA 92101
Tele: (619) 225-6170
Fax: (619) 225-6101
Email: whenson@usgs.gov

Customer Technical Point of Contact

Name: Franklin Howard, Senior Hydrologist
Address: 1441 Schilling Place, North Building
Salinas, CA 93901
Tele: (831) 755-4860
Fax:
Email: franklinh@co.monterey.ca.us

USGS Billing Point of Contact

Name: Irene A. Rios
Budget Analyst
Address: 6000 J Street - Placer Hall
Sacramento, CA 95819
Tele: (619) 225-6156
Fax: (619) 225-6101
Email: iarios@usgs.gov

Customer Billing Point of Contact

Name: Melanie Beretti, Special Programs Manager
Address: 1441 Schilling Place, South 2nd Floor
Salinas, CA 93901
Tele: (831) 755-5285
Fax:
Email: berettiM@co.monterey.ca.us

U.S. Geological Survey
United States
Department of Interior

Signature

Reichard, Eric G.

Digitally signed by Reichard, Eric G.
DN: cn=Reichard, Eric G., o, ou, email=egreich@usgs.gov, c=US
Date: 2020.[illegible]:50:34 -07'00'

By_____ Date: _____
Name: Eric G. Reichard
Title: Director, USGS California Water Science Center

Monterey County Resource Management Agency

Signatures

By_____ Date: _____
Name: Carl P. Holm
Title: RMA Director

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 16WSCA600466210_A4
Customer#: 6000004662
Project #: ZG00GD4
TIN #: 94-6000524
USGS DUNS #: 1761-38857
OPA Rev: 17-6079

Fixed Cost Agreement YES[ ] NO[X]

THIS AGREEMENT is entered into as of the 1st day of September, 2020, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Monterey County Resource Management Agency, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for cooperative water resources investigations in the Salinas River Groundwater Basin Investigation, Valley California area, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

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USGS Duns is 1761-38857. The amounts in 2(a) and 2(b) above are for this amendment. Total funding for the USGS 2(a) portion of this agreement including this amendment is $139,503. Total funding for MCRMA 2(b) portion of this agreement, including this amendment remains at $1,266,571.

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of : $0.00

Description of the USGS regional/national program:
Not Applicable

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

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U.S. Department of the Interior
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Tele: (619) 225-6156
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Salinas, CA 93901
Tele: (831) 755-5285
Fax:
Email: berettiM@co.monterey.ca.us

U.S. Geological Survey
United States
Department of Interior

Signature

Reichard, Eric G.
Digitally signed by Reichard, Eric G.
DN: cn=Reichard, Eric G., o, ou, email=egreich@usgs.gov, c=US
Date: 2020.09.01 [illegible]9 -07'00'

By_____ **Date:** _____
Name: Eric G. Reichard
Title: Director, USGS California Water Science Center

Monterey County Resource Management Agency

Signatures

By_____ **Date:** _____
Name: Carl P. Holm
Title: RMA Director

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ATTACHMENT F

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SUMMARY OF JOINT FUNDING AGREEMENT & AMENDMENTS
JFA NO. 16WSCA600466210

United States Geological Survey Updates to
Salinas Valley Integrated Hydrologic Model

Fiscal Year (FY) (July 1-June 30)	**Agreement/ Amendment**	**County Share**	**USGS Share**	**Increase to Agreement**	**Cumulative Agreement Total**
FY 2016 -17	Joint Funding Agreement	$ 757,330	$ 0	$ 757,330	$ 757,330
FY 2017-18	Amendment No. 1	$ 0	$ 63,608	$ 63,608	$ 820,938
FY 2018-19	Amendment No. 2	$ 463,292	$ 46,330	$ 509,622	$ 1,330,560
FY 2019-20	Amendment No. 3	$ 45,949	$ 4,565	$ 50,514	$ 1,381,074
FY 2020-21	Amendment No. 4	$ 0	$ 25,000	$ 25,000	$ 1,406,074
Total to Date		$ 1,266,571	$ 139,503	$ 1,406,074	

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Introduced: 9/10/2020

Current Status: RMA Administration - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve Amendment No. 1 to the Cooperative Agreement with California State Department of Transportation (Caltrans) for a portion of the Monterey Bay Sanctuary Scenic Trail (MBSST) project near the community of Moss Landing;
b. Authorize the Resource Management Agency Director or Director's designee to execute Amendment No. 1 to the Cooperative Agreement and future amendments to said Cooperative Agreement (Agreement) where the amendments do not significantly alter the scope of work; and
c. Authorize the Resource Management Agency Director or Director's designee to execute the Closure Statement once the scope, cost, and commitments in the Agreement are complete.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Approve Amendment No. 1 to the Cooperative Agreement with California State Department of Transportation (Caltrans) for a portion of the Monterey Bay Sanctuary Scenic Trail (MBSST) project near the community of Moss Landing;
b. Authorize the Resource Management Agency Director or Director's designee to execute Amendment No. 1 to the Cooperative Agreement and future amendments to said Cooperative Agreement (Agreement) where the amendments do not significantly alter the scope of work; and
c. Authorize the Resource Management Agency Director or Director's designee to execute the Closure Statement once the scope, cost, and commitments in the Agreement are complete.

SUMMARY/DISCUSSION:
The MBSST project is to construct a bicycle path along State Route 1 from Moss Landing Road to the north side of Elkhorn Slough, approximately 0.86 of a mile. It includes constructing a 12-foot wide bridge approximately 386 feet long over Elkhorn Slough. The project is in its final stages of acquiring the necessary regulatory permits and Caltrans approval of design. The next steps consist of bringing the project back to the Board of Supervisors at a future meeting, for the adoption of the plans and specifications, and for authorization to solicit for construction bids. Construction is currently anticipated to begin in Spring 2021.

On April 24, 2018, the Board of Supervisors approved a Cooperative Agreement with the California State Department of Transportation (Caltrans). The Cooperative Agreement established the roles and responsibility of Monterey County and Caltrans for the design and construction of the Monterey Bay Sanctuary Scenic Trail (MBSST) project, near the community of Moss Landing. Under this Agreement, the Resource Management Agency (RMA) assumed the lead for design and construction

of the MBSST project.

Amendment No. 1 is to revise the Funding Summary in the Cooperative Agreement. The Funding Summary table typically shows the sources of funding for a project. This revision is to show costs for Construction Management, funded by local grants. Amendment No. 1 is attached as Attachment A.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed and approved Amendment No. 1 to the Cooperative Agreement as to form. The Auditor-Controller's Office has approved the proposed Amendment as to fiscal provisions.

FINANCING:
The total estimated project cost, including engineering, environmental, right-of-way and construction is $14.6 million. The project is fully funded by various Federal, State and grant funding sources: Safe, Accountable, Flexible, Efficient and Transportation Equity: A Legacy for Users (SAFETEA-LU); Gas Tax; 2% Transportation Development Act (TDA); Active Transportation Program (ATP); Regional Surface Transportation Program (RSTP); and Coastal Conservancy Grant. No County funds are required for this project, except to cash flow the grants. Gas Tax served as a local match to the Federal grant (SAFETEA-LU) in the early phases of the project. All Federal and State funds supporting this project are reimbursable grants. This project is in the FY 2020-21 Annual Work Program for Road Fund and identified in the 5-year Capital Improvement Plan. There is sufficient appropriation in the adopted FY 2020-21 Road Fund 002 budget for this phase of the project.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The project will construct a new transportation infrastructure along State Route 1, near the community of Moss Landing, and provide safer access for bicyclists and pedestrians in the immediate area. The recommended action supports the following Board of Supervisors' Strategic Initiative:

Check the related Board of Supervisors Strategic Initiatives:
__ Economic Development
__ Administration
__ Health & Human Services
X Infrastructure
X Public Safety

Prepared by: Jonathan L. Pascua, PE, Senior Civil Engineer, (831) 755-8963
Approved by: Randell Ishii, M.S., P.E., PTOE, Chief of Public Works
Approved by: Carl P. Holm, AICP, RMA Director

The following attachments are on file with the Clerk of the Board:
Attachment A - Amendment No. 1 to Cooperative Agreement
Attachment B - Cooperative Agreement
Attachment C - Project Budget
Attachment D - Location Map

Introduced: 9/10/2020 **Current Status:** Agenda Ready

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

a. Approve Amendment No. 1 to the Cooperative Agreement with California State Department of Transportation (Caltrans) for a portion of the Monterey Bay Sanctuary Scenic Trail (MBSST) project near the community of Moss Landing;
b. Authorize the Resource Management Agency Director or Director's designee to execute Amendment No. 1 to the Cooperative Agreement and future amendments to said Cooperative Agreement (Agreement) where the amendments do not significantly alter the scope of work; and
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RECOMMENDATION:
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a. Approve Amendment No. 1 to the Cooperative Agreement with California State Department of Transportation (Caltrans) for a portion of the Monterey Bay Sanctuary Scenic Trail (MBSST) project near the community of Moss Landing;
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FINANCING:
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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The project will construct a new transportation infrastructure along State Route 1, near the community of Moss Landing, and provide safer access for bicyclists and pedestrians in the immediate area. The recommended action supports the following Board of Supervisors' Strategic Initiative:

Check the related Board of Supervisors Strategic Initiatives:
__ Economic Development
__ Administration
__ Health & Human Services
X Infrastructure
X Public Safety

Prepared by: Jonathan L. Pascua, PE, Senior Civil Engineer, (831) 755-8963
Approved by: Randell Ishii, M.S., P.E., PTOE, Chief of Public Works
Approved by: Carl P. Holm, AICP, RMA Director CPH

The following attachments are on file with the Clerk of the Board:
Attachment A - Amendment No. 1 to Cooperative Agreement
Attachment B - Cooperative Agreement
Attachment C - Project Budget
Attachment D - Location Map

Attachment A

This page intentionally left blank.

AMENDMENT NO. 1 TO AGREEMENT 05-0335

This Amendment No. 1 to Agreement 05-0335 (AMENDMENT), effective on _____ is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of Monterey, a political subdivision of the State of California, referred to hereinafter as COUNTY.

RECITALS

1. CALTRANS and COUNTY collectively referred to as PARTIES, entered into Agreement No. 05-0335 on 05/01/2018 (AGREEMENT), defining the terms and conditions to construct a ten foot paved bicycle path with two foot shoulders, 0.86 miles long and a 386 foot long pedestrian bridge over the Elkhorn Slough, referred to as PROJECT.

2. The AGREEMENT established that CALTRANS would bill internally to Project No. 0513000040 through Local Assistance.

3. PARTIES now seek to modify the agreement to amend the Project Identifier to 0518000132, where all Construction Capital invoicing will occur through Accounts Receivable.

IT IS THEREFORE MUTUALLY AGREED:

1. Article 14 of the AGREEMENT is deleted in its entirety.

Construction Capital

Once work has begun COUNTY will invoice CALTRANS Local Assistance per Chapter 5 of the Local Assistance Procedures Manual.

2. A revised FUNDING SUMMARY NO 2 is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY NO 1 in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY NO 2 attached herein.

3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

4. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or electronic mail (E-Mail), and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Timothy M. Gubbins
District Director

VERIFICATION OF FUNDS AND AUTHORITY:

Julia Bolger
Resource Manager

COUNTY OF MONTEREY

Carl P. Holm
Resource Management Agency Director

Approved as to form and procedure:

Mary Grace Perry 8-3-2020

Mary Grace Perry
Deputy County Counsel

FUNDING SUMMARY NO. 02

FUNDING TABLE

v. 1122

IMPLEMENTING AGENCY→			COUNTY	COUNTY	COUNTY		COUNTY		
Source	Party	Fund Type	PA&ED	PS&E	R/W SUPPORT	R/W CAPITAL	CONST. SUPPORT	CONST. CAPITAL	Totals
STATE	COUNTY	State ATP	0	0	0	0		7,587,000	7,587,000
LOCAL-FEDERAL	COUNTY	DEMO (100 %)	0	0	0	0	0	1,200,000	1,200,000
LOCAL	COUNTY	Local	0	0	0	0	1,138,050	0	1,138,050
Totals			0	0	0	0	1,138,050	8,787,000	9,925,050

*Federal Match will be provided by toll credits

EXPENDITURE TABLE

v. 4

IMPLEMENTING AGENCY→			COUNTY	
			CONST. CAPITAL	
Source	Party	Fund Type	Eligible	Ineligible
STATE	COUNTY	State ATP***IF (ET fed match TE = "yes")***	X	***IF (ET fed match TE = "yes")***
LOCAL-FEDERAL	COUNTY	DEMO (100 %)	X	--
LOCAL	COUNTY	Local	X	X

Note: An "X" denotes the funding type is available for payment.

Agreement 05-0335 A1
Project No. 0518000132
EA 1K310
05-MON-1-xx

SPENDING SUMMARY

v 222121

Fund Type	PA&ED		PS&E		R/W Support		R/W CAPITAL	CONST. SUPPORT		CONST. CAPITAL	Totals
	CALTRANS	COUNTY	CALTRANS	COUNTY	CALTRANS	COUNTY	COUNTY	CALTRANS	COUNTY	COUNTY	
State ATP	0	0	0	0	0	0	0	0	0	7,587,000	7,587,000
DEMO	0	0	0	0	0	0	0	0	0	1,200,000	1,200,000
Local	0	0	0	0	0	0	0	0	1,138,050	0	1,138,050
Totals	0	0	0	0	0	0	0	0	1,138,050	8,787,000	9,925,050

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

   That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

   Each PARTY may request reimbursement for these costs during the amendment process.

ICRP Rate

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

   In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

   Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

   If COUNTY invoices for rates in excess of CalHR rates, COUNTY will fund the cost difference and reimburse CALTRANS for any overpayment.

6. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

Invoicing and Payment

7. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay invoices within five (5) calendar days of receipt of invoice.

8. If COUNTY has received EFT certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

9. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

10. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then COUNTY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.

11. If CALTRANS reimburses COUNTY for any costs later determined to be unallowable, COUNTY will reimburse those funds.

Project Approval and Environmental Document (PA&ED)

12. No invoicing or reimbursement will occur for the PA&ED PROJECT COMPONENT.

Plans, Specifications, and Estimate (PS&E)

13. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

RIGHT-OF-WAY Support

14. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

RIGHT-OF-WAY Capital

15. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

CONSTRUCTION Support

16. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

CONSTRUCTION Capital

17. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CLOSURE STATEMENT INSTRUCTIONS

Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES / NO

Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are "YES", this form may be used to TERMINATE this AGREEMENT.

CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 05-0335 and any amendments to the agreement. The final signature date on this document terminates agreement 05-0335 except survival articles. All survival articles in agreement 05-0335 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

CALTRANS

Name
District Director

Date

CERTIFIED AS TO ALL FINANCIAL OBLIGATIONS/TERMS AND POLICIES

Name
Resource Manager

Date

COUNTY OF MONTEREY

Name
Resource Management Agency Director

Date

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Attachment B

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COOPERATIVE AGREEMENT

This AGREEMENT, effective on 5/11/2018, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of Monterey, a political subdivision of the State of California, referred to hereinafter as COUNTY.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130.

2. For the purpose of this AGREEMENT, *construct a ten foot paved bicycle path with two foot shoulders, 0.86 miles long and a 386 foot long pedestrian bridge over the Elkhorn Slough* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:

   - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
   - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
   - RIGHT-OF-WAY
   - CONSTRUCTION

   Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

   This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

   PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

   If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

   Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

   PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:

   - COUNTY completed the Project Initiation Document on January 30, 2007.

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

   PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. COUNTY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

    - COUNTY is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

      PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

    - COUNTY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

      PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

    - COUNTY is the RIGHT OF WAY IMPLEMENTING AGENCY

      RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT OF WAY Capital) and the cost of the staff work in support of the acquisition (RIGHT OF WAY Support).

    - COUNTY is the Construction IMPLEMENTING AGENCY.

      CONSTRUCTION work includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION Capital) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION Support).

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan will include a process for resolving disputes between the PARTIES at the team level. The Quality Management Plan is subject to CALTRANS review and approval.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. Each PARTY is responsible for the costs they incur in performing the WORK unless otherwise stated in this AGREEMENT.

Construction Capital

14. Once work has begun COUNTY will invoice CALTRANS Local Assistance per Chapter 5 of the Local Assistance Procedures Manual.

CALTRANS' Quality Management

15. CALTRANS, as the owner/operator of the State Highway System, will perform quality management work including independent quality assurance (IQA) and owner/operator approvals for the portions of WORK within the existing and proposed State Highway System right-of-way.

16. CALTRANS' independent quality assurance (IQA) efforts are to ensure that COUNTY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). An IQA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

    When CALTRANS performs IQA it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA.

17. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

18. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

19. COUNTY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

20. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

CEQA/NEPA Lead Agency

21. COUNTY is the CEQA Lead Agency for the PROJECT.

22. CALTRANS is a CEQA Responsible Agency for the PROJECT.

23. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

24. COUNTY will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to COUNTY's responsibilities in this AGREEMENT.

25. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

26. It is expected that the PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
NOAA/NMFS (EFH)
U.S. Coast Guard Permit
Coastal Development Permit, California Coastal Commission
Local Agency Concurrence/Permit

Project Approval and Environmental Document (PA&ED)

27. As the PA&ED IMPLEMENTING AGENCY, COUNTY is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

28. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.10.10.xx Quality Management
165.15.15.xx Essential Fish Habitat Consultation
165.15.15.xx Section 7 Consultation
165.25.25 Approval to Circulate Resolution
180.10.05.45 Section 7 Consultation
180.15.05 Record of Decision (NEPA)

29. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

30. COUNTY will provide written notice of the initiation of environmental studies to the NEPA Lead Agency prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

31. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.

32. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.

33. CALTRANS is a CEQA Responsible Agency for the PROJECT and will review, comment, and concur on all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

34. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.

35. If the CEQA Lead Agency makes any changes to the CEQA documentation, the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to the CEQA Lead Agency's approval at appropriate stages of development prior to public availability.

36. If the CEQA Lead Agency makes any changes to CEQA-related public notices, then the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to publication and circulation.

37. The CEQA Lead Agency will attend all CEQA-related public meetings.

38. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

    That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

    The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

39. Pursuant to Chapter 3 of Title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

    CALTRANS, as the NEPA Lead Agency for PROJECT, will review, comment, and approve all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

    When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

    When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

40. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at www.fhwa.dot.gov/hep/index.htm) and the CALTRANS Standard Environmental Reference.

41. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.

42. COUNTY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. COUNTY will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

    CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

43. The NEPA Lead Agency will attend all NEPA-related public meetings.

44. COUNTY will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.

45. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

    That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

    The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

46. COUNTY will ensure that the PROJECT is included in the approved Federal Statewide Transportation Improvement Program (FSTIP) prior to the NEPA Lead Agency's approval of the environmental document.

Plans, Specifications, and Estimate (PS&E)

47. As the PS&E IMPLEMENTING AGENCY, COUNTY is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

48. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.15.10.xx Quality Management

49. COUNTY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

    COUNTY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

50. COUNTY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

RIGHT-OF-WAY

51. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, COUNTY is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

52. CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.25.10.xx Quality Management

53. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.

54. COUNTY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

55. COUNTY will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.

56. COUNTY will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

57. COUNTY will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

    COUNTY will conduct and document Condemnation Evaluation and Condemnation Panel Review meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Panel Review meetings.

58. If COUNTY acquires any right-of-way to be incorporated into the State Highway System, COUNTY will first acquire in its own name.

    If CALTRANS acquires any right-of-way, CALTRANS will first acquire in COUNTY's name.

    Title to the State Highway System right-of-way will ultimately be vested in the State. CALTRANS' acceptance of title will occur after the Right of Way Closeout activities are complete.

59. COUNTY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all right-of-way activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

    COUNTY will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

    COUNTY will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract.

60. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

61. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by COUNTY verifying that the title is free of all encumbrances and liens. Upon acceptance, COUNTY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.

62. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

CONSTRUCTION

63. As the CONSTRUCTION IMPLEMENTING AGENCY, COUNTY is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

64. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.20.10.xx Quality Management

65. CALTRANS will not issue an Encroachment Permit to COUNTY for construction work until the following conditions are met:

- CALTRANS accepts the final plans, specifications, and estimate
- CALTRANS accepts the Right-of-Way Certification
- Any new or amended Maintenance Agreement required for the WORK are executed.

66. COUNTY will require the construction contractor to furnish payment and performance bonds naming COUNTY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

67. COUNTY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, COUNTY also accepts responsibility to administer the construction contract.

68. CALTRANS will not issue an Encroachment Permit to COUNTY's construction contractor until CALTRANS accepts:

    - The payment and performance bonds
    - The CONSTRUCTION Quality Management Plan

69. The CONSTRUCTION Quality Management Plan will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and source inspection Quality Management Plan is subject to review and approval by the State Materials Engineer.

70. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations COUNTY, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.

71. COUNTY will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

72. CALTRANS will review and concur with:

    - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
    - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).

73. If CONSTRUCTION CAPITAL is funded with state or federal funds then COUNTY will administer and process all construction contract claims using a CALTRANS-approved process. CALTRANS will provide quality management work for the claims process.

74. COUNTY is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. COUNTY is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.

75. As the CONSTRUCTION IMPLEMENTING AGENCY, COUNTY is responsible for maintenance of the State Highway System within the PROJECT limits as part of the construction contract until the following conditions are met:

- Any required Maintenance Agreements are executed for the portions of State Highway System for which relief of maintenance is to be granted.
- CALTRANS approves a request from COUNTY for relief from maintenance of the PROJECT or a portion thereof.

76. PARTIES confirm that upon WORK completion, no maintenance agreement will be necessary.

77. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System within State Highway System right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside State Highway System right-of-way.

78. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, COUNTY will furnish CALTRANS with a complete set of "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS' then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer's name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, COUNTY will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

79. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

Additional Provisions

Standards

80. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; FHWA standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Qualifications

81. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

82. COUNTY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

83. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System right-of-way. Contractors and/or agents, and utility owners will not work within the State Highway System right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTIES, their contractors, consultants and agents at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

84. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

85. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

86. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

    PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

87. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.

Hazardous Materials

88. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

    HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

    The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

89. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

90. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

    CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

91. COUNTY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. COUNTY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

    COUNTY, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way.

92. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

93. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

94. COUNTY may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.

95. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

96. If the WORK expends state or federal funds, each PARTY will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

97. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

98. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with Chapter 10 of the Local Assistance Procedures Manual.

Interruption of Work

99. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

100. If WORK stops for any reason, each PARTY will continue to implement the obligations of this AGREEMENT, including the commitments and conditions included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

101. Any PARTY who action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

102. COUNTY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. COUNTY will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

GENERAL CONDITIONS

Venue

103. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

104. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

Indemnification

105. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

106. Neither COUNTY nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

107. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

108. PARTIES will not assign or attempt to assign obligations to PARTIES not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

109. COUNTY will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. COUNTY waives the provisions of California Civil Code section 1654.

    A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

110. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

111. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

112. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of COUNTY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

    Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

113. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

114. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

DEFINITIONS

PARTY – Any individual signatory party to this AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to this AGREEMENT.

WORK BREAKDOWN STRUCTURE (WBS) – A WBS is a standardized hierarchical listing of project work activities/products in increasing levels of detail. The CALTRANS WBS defines each PROJECT COMPONENT as a group of work activities/products. The CALTRANS Work Breakdown Structure is defined in the CALTRANS Workplan Standards Guide.

SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

for Timothy M. Gubbins
District Director

VERIFICATION OF FUNDS AND AUTHORITY:

Julia Bolger
Resource Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

607 Tamara Warren

COUNTY OF MONTEREY

Carl P. Holm
Resource Management Agency Director

Approved as to form and legality:

Mary Grace Perry
Deputy County Counsel 4-12-18

FUNDING SUMMARY NO. 01

FUNDING TABLE

		IMPLEMENTING AGENCY→	COUNTY	COUNTY		COUNTY		
Source	Party	Fund Type	PS&E	R/W SUPPORT	R/W CAPITAL	CONST. SUPPORT	CONST. CAPITAL	Totals
FEDERAL	COUNTY	ATP	0	0	0	0	7,587,000	7,587,000
LOCAL-FEDERAL	COUNTY	DEMO*	0	0	0	0	1,200,000	1,200,000
Totals			0	0	0	0	8,787,000	8,787,000

*Federal match will be provided by toll credits

v 22121

SPENDING SUMMARY

	PS&E		R/W Support		R/W CAPITAL	CONST. SUPPORT		CONST. CAPITAL	
Fund Type	CALTRANS	COUNTY	CALTRANS	COUNTY	COUNTY	CALTRANS	COUNTY	COUNTY	Totals
ATP	0	0	0	0	0	0	0	7,587,000	7,587,000
DEMO	0	0	0	0	0	0	0	1,200,000	1,200,000
Totals	0		0	0	0	0		8,787,000	8,787,000

Attachment C

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ATTACHMENT C – PROJECT BUDGET

COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY - PUBLIC WORKS & FACILITIES
MONTEREY BAY SANCTUARY SCENIC TRAIL
PROJECT NO. 8668

PROJECT BUDGET

Design Engineering/Environmental		$ 3,563,586
Right-of-Way		$ 352,341
Construction Management		$ 1,316,500
Construction		
Engineer's Estimate	$ 8,500,000	
10% Contingencies	$ 850,000	
		$ 9,350,000
TOTAL ESTIMATED PROJECT COST:		**$ 14,582,427**

REVENUE

Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)	$ 3,981,319
2% Transportation Development Act (TDA)	$ 276,981
Active Transportation Program (ATP)	$ 7,587,000
Coastal Conservancy Grant	$ 1,500,000
Gas Tax	$ 70,528
TAMC RSTP	$ 1,166,599
TOTAL:	**$ 14,582,427**

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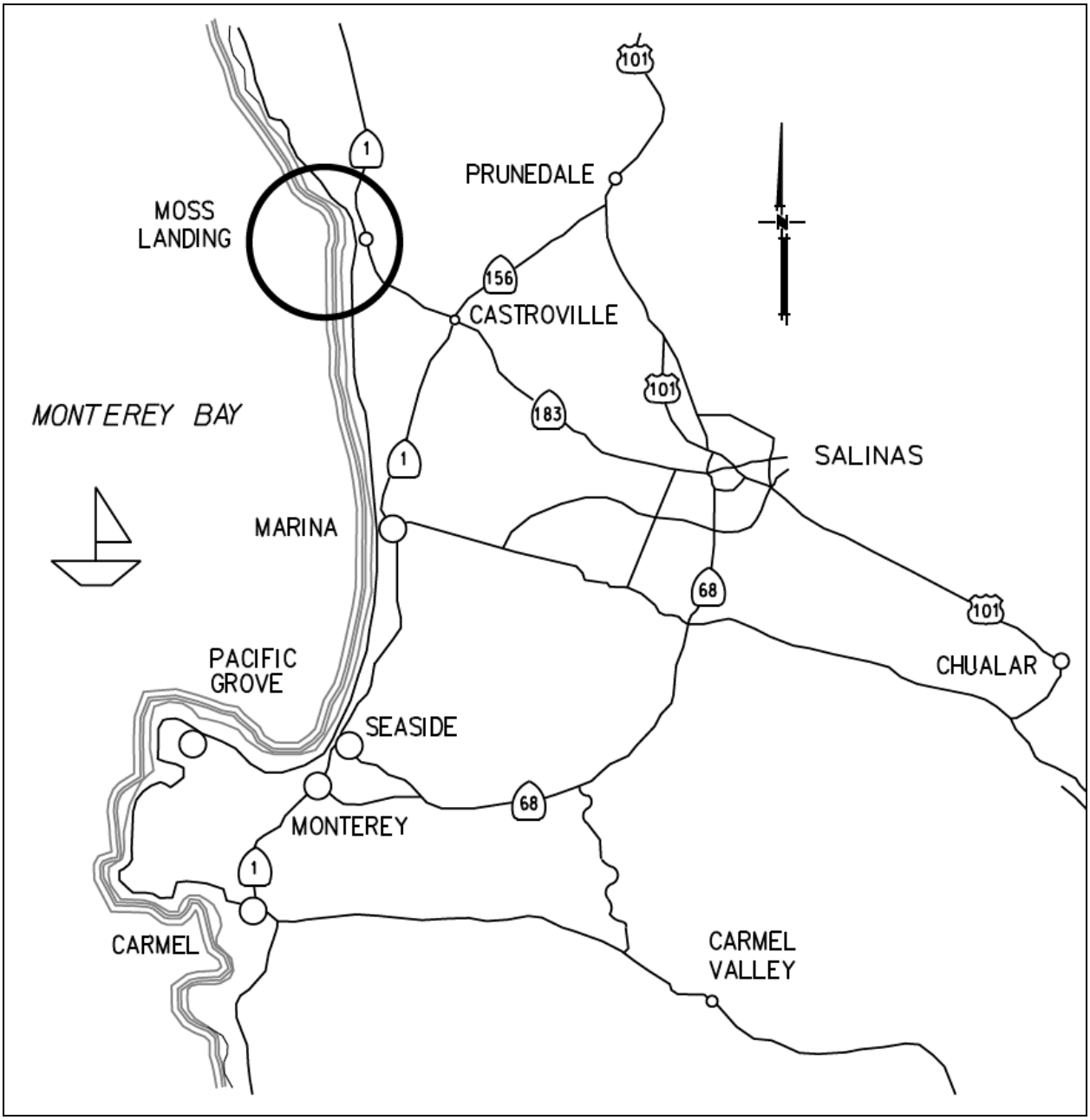
Attachment D

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ATTACHMENT D – LOCATION MAP

COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY - PUBLIC WORKS & FACILITIES
MONTEREY BAY SANCTUARY SCENIC TRAIL
PROJECT NO. 8668

LOCATION MAP



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Introduced: 9/14/2020

Current Status: RMA Administration - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to:
a. Accept the delegation of certain limited program administration duties with regard to the Fort Ord Reuse Authority (FORA) PARS Public Agencies Post-Employment Benefits Trust, effective July 1, 2020, subject to the limitations set forth in the resolution, for the purpose of authorizing release of the assets held in the Section 115 Trust to CalPERS and thereafter terminating FORA's Adoption Agreement for the Post-Employment Section 115 Trust; and
b. Appoint the County Administrative Officer or his/her designee as the Plan Administrator for these limited purposes.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution to:
a. Accept the delegation of certain limited program administration duties with regard to the Fort Ord Reuse Authority (FORA) PARS Public Agencies Post-Employment Benefits Trust, effective July 1, 2020, subject to the limitations set forth in the resolution, for the purpose of authorizing release of the assets held in the Section 115 Trust to CalPERS and thereafter terminating FORA's Adoption Agreement for the Post-Employment Section 115 Trust; and
b. Appoint the County Administrative Officer or his/her designee as the Plan Administrator for these limited purposes.

SUMMARY:

Adoption of this resolution will enable the County to authorize the release of FORA's Section 115 Trust assets to the California Public Employees' Retirement System (CalPERS) at the appropriate time and to terminate FORA's Section 115 trust agreement after the trust assets have been distributed. The resolution also appoints the County Administrative Officer (CAO) or his or her designee as the "Plan Administrator" to carry out these functions. This action will enable the County to carry out a responsibility assigned to the County and previously agreed to by the County as part of the Fort Ord Reuse Authority (FORA) dissolution.

DISCUSSION

In 2018, FORA set aside funds in a trust (the "Section 115 Trust") for the purpose of prefunding FORA's employee pension obligations under CalPERS. Since the amount of the final obligation was not known at the time of FORA's dissolution, the final Transition Plan adopted by the FORA Board on June 26, 2020, included as Attachment A, stipulates that FORA would add the County as a signatory to the Section 115 Trust account or transfer the funds to the County, with the requirement that the County apply the funds "to the satisfaction or reduction of the unfunded pension liability under

the CalPERS contract when that amount has been finally determined." (Transition Plan, section 2.1.1.) An agreement among FORA, County, and Regional Governmental Services relating to the winding up of FORA's business affairs also proposed to add the County of Monterey as a signatory to the Section 115 Trust account with authority to apply the funds to the unfunded pension liability under the CalPERS contract when CalPERS had made a final determination of the amount of the obligation.

On FORA's last day, the Public Agency Retirement Services (PARS) contacted County staff. In subsequent communications with PARS, the County learned that in 2018, to establish the Section 115 Trust, FORA had entered into an Adoption Agreement for the Post-Employment Section 115 Trust ("Adoption Agreement"), which in effect adopted applicable provisions of that certain Public Agency Post-Employment Benefits Trust Agreement, dated November 4, 2014 ("Trust Agreement"). Pursuant to the Adoption Agreement and Trust Agreement, the funds FORA set aside to prefund its pension plan are held in trust by U.S. Bank National Association ("Trustee") in a pension account (the "Section 115 Trust"). The Adoption Agreement and Trust Agreement are included as Attachment B. In 2018, FORA also entered into an Agreement for Administrative Services with PARS for trust administrative services (the "PARS Agreement").

Neither the Adoption Agreement, Trust Agreement, nor PARS Agreement were assigned to the County; however, those agreements control the disposition of the Section 115 Trust. While the County is not accepting assignment of these agreements, County Counsel has negotiated the proposed resolution with PARS and the Trustee bank in order to enable the Section 115 Trust assets to be released to CalPERS at such time that CalPERS has made a final determination of the amount of FORA's pension obligation, while memorializing County's limited role. The resolution (Attachment C) authorizes the County to: a) direct the transfer of assets from FORA's trust account to CalPERS, subject to the applicable provisions of the Trust Agreement; and b) terminate the Adoption Agreement after all of FORA's assets have fully transferred to CalPERS. To protect County from liability, the resolution explicitly limits County's obligations under the agreements entered previously by FORA and provides that County shall have no responsibility or liability for FORA's actions or failure to act with respect to this matter.

OTHER AGENCY INVOLVEMENT:
Phase II Systems, doing business as PARS, provides trust administrative services associated with FORA's Section 115 Trust. U.S. Bank National Association serves as trustee of FORA's Section 115 Trust assets. The Office of the County Counsel negotiated the resolution language and terms with PARS and U.S. Bank. RMA oversees the RGS contract and administrative and fiscal wind-up activities of FORA. The County Administrative Officer (CAO) or his/her designee will serve as the Plan Administrator. The Treasurer-Tax Collector (TTC) was consulted on this matter and concurred that Plan Administrator is a function of the CAO not TTC.

FINANCING:
RMA staff time to manage the RGS contract and handle the 115 Trust matters will be funded as part of a modification to the FY 2020-21 Adopted Budget for RMA, Fund 001, Appropriation Unit RMA013, financed by funding transferred to the County from FORA. Staff will return to the Board in October 2020 via the Budget Committee in September 2020 to amend the adopted budget and appropriate funds.

FORA's Section 115 Trust has an approximate balance of $7 million which continues to accrue interest. It is anticipated that all proceeds from the trust will be needed to pay FORA's CalPERS obligation.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Today's action to accept delegation of certain limited program administration duties with regard to FORA's Public Agencies Post-Employment Benefit Trust supports the Board of Supervisors' Strategic Initiative for Administration. Oversight of FORA's administrative wind up and payment of FORA's CalPERS obligations will ensure the orderly dissolution of FORA's business functions.

__ Economic Development
X Administration
__ Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: Melanie Beretti, Property Administration/Special Programs Manager (831) 755-5285
Approved by: Shawne Ellerbee, Assistant Director of Resource Management Agency
Approved by: Carl P. Holm, AICP, RMA Director

Attachments:
Attachment A-June 26, 2020 Transition Plan
Attachment B-Adoption Agreement and Trust Agreement
Attachment A-Draft Resolution
(Attachments are on file with the Clerk of the Board)

Introduced: 9/14/2020

Version: 1

Current Status: Agenda Ready

Matter Type: BoS Resolution

Adopt a resolution to:
a. Accept the delegation of certain limited program administration duties with regard to the Fort Ord Reuse Authority (FORA) PARS Public Agencies Post-Employment Benefits Trust, effective July 1, 2020, subject to the limitations set forth in the resolution, for the purpose of authorizing release of the assets held in the Section 115 Trust to CalPERS and thereafter terminating FORA's Adoption Agreement for the Post-Employment Section 115 Trust; and
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__ Economic Development
_X_ Administration
__ Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: Melanie Beretti, Property Administration/Special Programs Manager (831) 755-5285
Approved by: Shawne Ellerbee, Assistant Director of Resource Management Agency
Approved by: Carl P. Holm, AICP, RMA Director

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Attachment A-June 26, 2020 Transition Plan
Attachment B-Adoption Agreement and Trust Agreement
Attachment A-Draft Resolution
(Attachments are on file with the Clerk of the Board)

Attachment A

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FORT ORD REUSE AUTHORITY
RESOLUTION NO. 20-12

A RESOLUTION OF THE GOVERNING BODY OF THE FORT ORD REUSE AUTHORITY
Approving Updates to and Restatement of the Transition Plan
Submitted to the Monterey County Local Agency Formation Commission

THIS RESOLUTION is adopted with reference to the following facts and circumstances:

A. In 1991, the Secretary of Defense announced the proposed downsizing of the United States Army Fort Ord Military Reservation ("Fort Ord") under the Base Realignment and Closure Act. The relocation by the United States Army (the "Army") of the 7th Infantry Division - Light resulted in the loss to the communities and populace of the Monterey Peninsula and adjoining greater Monterey Bay region of the significant economic, social, and cultural contributions that had been associated with the military presence.

B. Over the years in which Fort Ord was an active military base, the Army entered into contracts with regional entities to address water and wastewater needs of the reservation. On or about 1981, the Army and Monterey Regional Water Pollution Control Agency ("MRWPCA") entered into Contract No. DACA 05-81-C-0021 wherein the Army participated in the construction of the Monterey Regional Wastewater Treatment Plant and such agreement was amended several times, ultimately resulting in Contract No. DAKF 03-83-C0527 wherein MRWPCA agreed to provide sanitary sewage service to the Army. A subsequent agreement was entered into between the Army, Marina Coast Water District ("MCWD"), the Fort Ord Reuse Authority ("FORA") and MRWPCA regarding wastewater treatment.

C. On or about September 21, 1993, the Army entered into Contract No. A-6404 with the Monterey County Water Resources Agency ("MCWRA") for annexation of the former Fort Ord lands into MCWRA Zone 2 and 2A. That Agreement is the basis for the Army's pumping limitation of 6,600 acre-feet per year ("AFY") of water from the Salinas Valley Groundwater Basin and of that, no more than 5,200 AFY from the 180 and 400-foot aquifers therein. On or about October 23, 2001, the Army quit claimed its water and wastewater infrastructure to the Fort Ord Reuse Authority and issued two easements to FORA in DACA 05-0-00-57 and DACA 05-9-00-58. The easements to FORA required, among other obligations, assumption of the obligation to provide water required by the Installation-Wide Habitat Management Plan, the Army's obligation to cooperate and coordinate with parcel recipients, MCWRA, FORA and others to ensure all owners of property at the former Fort Ord will continue to be provided an equitable supply of water at equitable rates and to cooperate and coordinate with MCWRA, MRWPCA, FORA, property recipients and others to ensure Non-Army Responsibility Mitigations required by the records of decision dated December 23, 1993 and June 8, 1997 are met and that it will meet all requirements of the Army Agreement with MCWRA approved on September 21, 1993. On October 26, 2001, FORA in turn quitclaimed water and wastewater infrastructure and assigned said easements to MCWD requiring compliance with all underlying requirements.

D. After the announcement but prior to the implementation of the base downsizing/closure, political leaders within the affected region formed the Fort Ord Community Task Force (the "Task Force") in order to develop recommendations for moving forward with a

recovery effort. These recommendations were embodied in a 760-page June 1992 Strategy Report prepared by the Task Force (the "Strategy Report").

E. Predicated upon the Strategy Report, in October 1992 the Fort Ord Reuse Group ("FORG") was organized by local governments and potential property recipients to initiate recovery planning regarding the impending downsizing/closure of Fort Ord. After preparing an initial plan and subsequently refining it, the revised plan was considered and adopted by FORG in 1993. Those early planning efforts recognized the significant costs associated with the implementation of any plan to convert Fort Ord into civilian use and reinforced the validity of the regional and base-wide approaches that were inherent in the conclusions reached by the Task Force in its Strategy Report.

F. FORA was established in 1994 by state legislation (Government Code sections 67650 and following, the "FORA Act") and when the member jurisdictions adopted resolutions favoring the establishment of the authority in accordance with Government Code section 67656. The FORA Act was amended in 2012. The Legislature found that the reuse of Fort Ord is a matter of statewide importance and declared in Government Code section 67657(c) that FORA's powers and duties prevail over those of any other local entity, including any city, county, or joint powers authority. Government Code section 67658 identifies FORA's purpose as planning for, financing, and managing the transition of the property known as Fort Ord from military to civilian use. In Government Code section 67651, the Legislature declared the following goals to be the policy of the State of California: (1) To facilitate the transfer and reuse of the real and other property of the former Fort Ord with all practical speed; (2) minimize the economic disruption caused by the base's closure, (3) provide for reuse and development of the base in ways that enhance the economy and quality of life of the Monterey Bay community, and (4) maintain and protect the unique environmental resources of the area.

G. In order to carry out the directives of the FORA Act, FORA hired staff and entered into a contract with the California Public Employees' Retirement System ("CalPERS") to provide for retirement benefits for FORA employees.

H. Pursuant to the requirements of Government Code section 67675, FORA certified a Final Environmental Impact Report and adopted a Fort Ord Reuse Plan (the "Reuse Plan") on June 13, 1997 in Resolution 97-06. The Reuse Plan, its attendant environmental report, and Resolution 97-06 are available on the FORA website at www.fora.org.

I. As part of that approval, FORA's Board of Directors (the "Board") certified the Environmental Impact Report and adopted a Statement of Overriding Considerations after making the following findings:

- The Reuse Plan will provide for an improved and diversified retail and industrial economy and market that will generate employment and create financial stability;

- The Reuse Plan will provide moderate and upscale housing which will provide more affluent residents to the Cities of Seaside and Marina, thereby creating a housing stock with higher income families in these communities with larger disposable incomes;

- The Reuse Plan will provide additional tourist support facilities in Seaside and Marina, thereby contributing additional employment opportunities;

- The Reuse Plan will encourage and prioritize the development of projects that are regional in scale, thereby creating additional destination points on the Monterey Peninsula, and thereby enhancing the local economy;

- The Reuse Plan provides for the creation of various additional recreational facilities and open space that will enhance the quality of life for not only the residents of Seaside and Marina but all of the residents of the Peninsula;

- The Reuse Plan will attract and assist in retaining a pool of professional workers for the Peninsula;

- The Reuse Plan will assist in ensuring that the overall economic recovery of the Peninsula benefits the Cities of Del Rey Oaks, Monterey, Seaside, Marina, and the unincorporated areas of the County of Monterey in the vicinity of Fort Ord;

- The Reuse Plan will provide for additional and needed senior housing opportunities;

- The Reuse Plan will assist the communities of Seaside and Marina in the transition of their respective community images from dependent, military base extensions with transient military personnel to vital, independent, and self-actuated communities populated with permanent residents with long-term interests in the well-being of their respective communities; and

- The Reuse Plan will encourage development that will enhance the continued viability of California State University at Monterey Bay and the open space areas retained by the federal government through the Bureau of Land Management and conveyed to the California Department of Parks and Recreation.

J. FORA has committed and is obligated by the FORA Act, the Reuse Plan, and/or the California Environmental Quality Act ("CEQA") to implement a program addressing policies, programs and mitigation measures of the Reuse Plan, including a capital improvement program and finance program addressing basewide facilities.

K. In the Reuse Plan, FORA identified revenues generated from sales and leases of real property within the former Fort Ord, FORA's share of taxes on real property located within the former Fort Ord, and base-wide assessments or development fees, as the primary property-related sources of funding with which to implement the basewide facilities outlined in the Capital Improvement Program ("CIP").

L. As is more fully described below, in connection with funding implementation of the Reuse Plan, FORA entered into multiple agreements with local, state, and federal entities, established a public financing mechanism, and prepared a CIP. The final CIP is available on the FORA website at www.fora.org.

M. As part of funding implementation of the Reuse Plan, FORA established in 2001 a Community Facilities District ("CFD"), through which special taxes on properties to be developed are collected. These special taxes (the "CFD Special Taxes") are due and payable with respect to each parcel on issuance of a building permit relating to the property. The CFD Special Taxes are subject to annual adjustment, but when FORA ceases to exist the CFD Special Taxes may no longer be collected. A variety of replacement funding mechanisms are available, including but not limited to the potential

for each of the underlying land use jurisdictions to create its own Community Facilities District through which special taxes on future development may be collected. Collecting taxes or fees on developments that have already been entitled will require each jurisdiction to obtain agreements from each developer of an entitled project to pay development fees that the developer would not otherwise be obligated to pay. Those fees are estimated to be $72 million for entitled projects, if all entitled developments are fully completed. At its June 4, 2020 meeting, FORA's Board of Directors adopted Resolution No. 20-07 directing the recordation of a Notice of Cessation of Special Tax and Extinguishment of Lien for the Fort Ord Reuse Authority Basewide Community Facilities District for the purpose of terminating collection of the CFD Special taxes after FORA's dissolution. That notice has since been submitted to the Monterey County Recorder's Office for recordation.

N. FORA entered into a Memorandum of Agreement for the No-Cost Economic Development Conveyance of former Fort Ord Lands (the "EDC MOA"), which was recorded on June 23, 2000 at Series No. 2000040124 in the Official Records of the Monterey County Recorder. The EDC MOA provided the vehicle for the Army to transfer property to FORA without monetary consideration. The land transfer was conditioned on a requirement that any proceeds from the subsequent sale or leasing of the transferred real property must be applied to the economic development of the former Fort Ord. The real property transferred pursuant to the EDC MOA may be referred to herein as the "EDC Property." Sections 5.03 and 5.04 of the EDC MOA require a fair process to ensure an equitable supply of water is provided to grantees of former Fort Ord property and that all grantees enjoy an equitable utilization of the existing sewage treatment capacity.

O. In 2001, agreements were entered into between FORA on the one hand and the County of Monterey and each city receiving or anticipated to receive a portion of the EDC Property on the other hand. These agreements, as they may have been amended to date and irrespective of whether they may be so captioned, may collectively be referred to herein as the "Implementation Agreements."

P. The Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") applies to the closure of Fort Ord. The Army is obligated under CERCLA and other applicable federal and state law to remediate certain conditions at the former Fort Ord, including but not limited to by the removal of munitions and explosives. It was anticipated that an extensive amount of time would be needed for the Army to complete its cleanup of the former Fort Ord, based in part upon the contingent nature of Department of Defense funding and due to competing priorities for the use of available funds. Accordingly, in order for FORA to be able to receive the EDC Property early and facilitate an orderly and timely remediation of former Fort Ord lands, the Army and FORA entered into an early transfer agreement. Through a series of subsequent agreements between the Army, FORA, the U.S. Environmental Protection Agency, and the California Department of Toxic Substance Control remediation of munitions and explosives on the former Fort Ord proceeded. Although substantial progress has been made in the base cleanup, the remediation obligations will not be completed and all property transfers will not have occurred before the currently anticipated dissolution of FORA.

Q. Government Code section 67700(a) requires that FORA dissolve when eighty percent (80%) of the base has been developed or reused in a manner consistent with the Reuse Plan or on June 30, 2020, whichever first occurs. Government Code section 67700(b)(2) mandates as follows:

> The board shall approve and submit a transition plan to the Monterey County Local Agency Formation Commission on or before December 30, 2018, or 18 months before the anticipated inoperability of this title pursuant to subdivision (a), whichever occurs first. The transition plan shall assign assets and liabilities, designate responsible successor agencies, and provide a schedule of remaining obligations. The transition plan shall be approved only by a majority vote of the board.

The Transition Plan approved by the Board on December 19, 2018 and submitted to the Monterey County Local Agency Formation Commission ("LAFCO") on December 30, 2018 assigned assets and liabilities, designated responsible successor agencies, and provided a schedule of remaining obligations, as required by the FORA Act. Since FORA's approval of the Transition Plan in 2018, FORA has entered into contracts and agreements and taken a series of other actions to implement its dissolution. This document updates and restates the approved 2018 Transition Plan to reflect and incorporate the decisions of the FORA Board and the various agreements entered among FORA and member jurisdictions since December 19, 2018 to achieve the orderly and fair dissolution of FORA.

R. Government Code section 67700(b)(1) provides as follows:

> The Monterey County Local Agency Formation Commission shall provide for the orderly dissolution of the authority including ensuring that all contracts, agreements, and pledges to pay or repay money entered into by the authority are honored and properly administered, and that all assets of the authority are appropriately transferred.

BASED ON THE FOREGOING RECITALS AND THE FINDINGS AND DETERMINATIONS MADE HEREIN, the Board hereby approves the following updated and restated Transition Plan for transmittal to LAFCO:

Section 1 Findings and Determinations:

1.1 Assignment of Assets and Liabilities and Transfer of Surviving Obligations:

The Board hereby finds and determines that this Transition Plan assigns all assets and liabilities of FORA and transfers all obligations of FORA to the extent such obligations survive the dissolution of FORA.

1.2 California Environmental Quality Act:

The Board hereby finds and determines that in adopting this Transition Plan as required by Government Code section 67700 FORA is addressing the allocation of FORA's assets, liabilities and obligations in advance of FORA's ultimate dissolution without (a) amending any contemplated or approved land uses within the former Fort Ord, (b) abandoning or altering any mitigations that were required as a part of the adoption of the Reuse Plan, (c) changing the Reuse Plan itself, or (d) avoiding the satisfaction and fulfillment of any of FORA's other commitments, pledges, or promises (all of which may be collectively referred to herein as the "FORA Program"). CEQA only applies to government activities that may cause a direct or a reasonably foreseeable indirect physical change in the environment. Public Resources Code section 21065. CEQA Guidelines, Section 15378(b) also provide that certain activities are not

CEQA "projects" including (4) The creation of government funding mechanism or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

This Transition Plan does not authorize any particular development, and does not itself change any of the land use requirements applicable to projects within the geographic area of the former Fort Ord. It is not a "project" and no environmental impact report or other CEQA document is required.

To the contrary and to the extent not already so contained in their general plans, this Transition Plan calls for the Cities of Marina, Seaside, Monterey and Del Rey Oaks and the County of Monterey to follow the Reuse Plan policies and programs. After FORA's ultimate dissolution, any changes to the policies and programs of the Reuse Plan or any part thereof will be made by the respective land use jurisdiction(s) only after full compliance with all applicable laws, including but not limited to CEQA.

Further and only to the extent not addressed by a Memorandum of Agreement entered into between FORA and the applicable jurisdiction regarding a specific project or other specific non-project activity (for example, removal of the stockade and ancillary buildings located within the City of Marina, repair of stormwater infiltration units on Eucalyptus Road within the City of Seaside, and improvements to South Boundary Road and the intersection at General Jim Moore Boulevard which may be undertaken by the City of Del Rey Oaks), as to any (a) incomplete projects initiated by FORA that any of the above-identified land use jurisdictions intend to carry out after the dissolution of FORA, (b) completed projects for which any mitigation measures adopted by FORA remain to be fulfilled or monitored, and (c) projects for which any environmentally-related contractual or judicially-imposed commitment of FORA has not been satisfied, FORA designates each of the above-identified land use jurisdictions as a responsible successor agency for the purposes of compliance with all applicable laws, including but not limited to CEQA, and satisfaction and fulfillment of all project-related liabilities to the extent required by law, including but not limited to mitigation measures and monitoring requirements and satisfaction of environmentally-related contractual or judicially-imposed commitments of FORA, each as to all portions of such projects located within the territorial limits of the respective city or cities or the unincorporated portion of Monterey County. Without limiting the generality of the foregoing, Monterey County's habitat management responsibilities on the former Fort Ord shall include habitat management responsibilities on sites held by the Monterey Peninsula Community College District ("MPC") at the former Military Operations on Urban Terrain facility and certain lands within the Parker Flats area of the former Fort Ord pursuant to that Agreement Regarding Public Safety Officer Training Facilities entered into between FORA, MPC and the County of Monterey in 2003, subject to MPC's obligation to pay reasonable fair share assessments for the cost of such habitat management as provided in that agreement. To the extent required by applicable law, each such designated responsible successor agency shall assume lead agency status under CEQA with respect to such projects located wholly within its jurisdictional limits. As to any projects located within the jurisdictional limits of more than one of the designees, to the extent applicable law requires that there be a lead agency, the affected designees shall decide among themselves which shall assume lead agency status under CEQA.

1.3 Reuse Plan and Master Resolution:

To the extent the policies and programs of the Reuse Plan and Master Resolution survive the dissolution of FORA, all assets and liabilities relating to those policies and programs are

assigned to each underlying land use jurisdiction. FORA recorded the Master Resolution on April 14, 2020.

1.4 Environmental Services Cooperative Agreement:

The Board entered into an agreement with the City of Seaside to become the successor to the Environmental Services Cooperative Agreement ("ESCA"). See also Section 2.1.7 re: ESCA Reimbursement.

1.5 Transfer of FORA's Records:

Except for (a) records pertaining to the ESCA, which records will be transferred to the City of Seaside as custodian pursuant to the ESCA contract documents; (b) records transferred to the local redevelopment authority designated as FORA's successor in connection with the EDC MOA; and (c) records of attorney-client privileged communications and materials protected by the attorney work product doctrine, which will be transferred to Authority Counsel, Kennedy, Archer & Giffen, PC, all of FORA's public records will be transferred to the County of Monterey which shall be the custodian and is designated as the responsible successor agency for records management and compliance with applicable law concerning FORA's public records, including but not limited to the California Public Records Act, for the period after FORA's dissolution, as provided in that Agreement Regarding Administrative and Financial Matters Associated with FORA Dissolution entered into between FORA and the County and dated for reference purposes June 23, 2020 (the "FORA-County Administrative Agreement").

1.6 Water and Wastewater:

The Board hereby finds and determines that it has made water allocations in accordance with its obligation under the EDC MOA to ensure a fair and equitable water supply to all property recipients and imposed those requirements in the Implementation Agreements. In light of the possibility of a water supply shortage that reduces the overall amount of water available for the Ord Community, MCWD staff has committed by letter dated October 29, 2018 to work with the jurisdictions to develop a plan to reduce each entity's water allocation in an equitable manner, consistent with the 1993 Army-MCWRA Agreement and the Economic Development Conveyance Agreement obligation to provide a fair and equitable water supply to all property recipients of former Fort Ord lands. See Section 2.2.6 re: water allocations.

Section 2 Assignment of Assets, Liabilities, and Obligations:

2.1 Assets and Disposition Thereof:

FORA's principal assets are comprised of the following:

2.1.1 Section 115 Trust:
In April 2018, the Board authorized the establishment of a Section 115 trust and funded the trust with $5,700,000 (which is currently earning returns at an average annualized rate in excess of 2%). The current balance in the trust is approximately $7,000,000. Funds held in or transferred from the trust may be used only for retirement purposes. At or before FORA's dissolution, either (a) the County of Monterey will be added as a signatory to the Section 115 Trust account with authority to expend the funds in that account for the purpose of being applied to the satisfaction or reduction of the unfunded pension liability under the CalPERS contract when that amount has been finally determined or (b) FORA will cause the funds in the Section 115 Trust account to be

transferred to the County to be held until the amount of the unfunded pension liability under the CalPERS contract has been finally determined, after which all such funds are to be applied to the satisfaction or reduction of the unfunded pension liability under the CalPERS contract. To the extent that funds held in or transferred from the trust are, at the time the unfunded pension liability under the CalPERS contract has been finally determined, insufficient to fully satisfy the unfunded pension liability under the CalPERS contract, proceeds from bonds in the designated Cal PERS Obligation Fund described in Section 2.2.1 shall be applied first to said unfunded pension liability. Thereafter, if any unfunded pension liability under the CalPERS contract remains, the remaining unfunded pension liability is a debt of FORA to be paid, to the extent legally permissible, through future unpledged property tax revenues pursuant to Health and Safety Code section 33492.71, so as to satisfy the unfunded pension liability under the CalPERS contract (and thereby assure that FORA's member jurisdictions are not exposed to liability for any unfunded pension liability relating to the CalPERS contract following FORA's dissolution).

2.1.2 Intentionally Omitted.

2.1.3 Litigation Reserve Funds: Although not irrevocably committed to use for litigation or indemnification purposes, FORA has transmitted funds identified for indemnification of LAFCO in the aggregate amount of $500,000. Terms and conditions for the use of these funds are provided for in the FORA-LAFCO Indemnification Agreement executed December 18, 2019.

2.1.4 Habitat Funds: Pursuant to Joint Community Facilities Agreements entered into between FORA and each of the below-identified jurisdictions, FORA has distributed approximately $17,000,000 in funds dedicated to habitat management (as provided in such agreements) in the following proportions:

- 79.9% to Monterey County
- 7.4% to the City of Seaside
- 7.9% to the City of Marina
- 0.3% to the City of Monterey
- 4.5% to the City of Del Rey Oaks

2.1.5 Capital Improvement Funds: FORA has transferred CFD Special Taxes collected to (a) the City of Marina for removal of the stockade and ancillary buildings, (b) to the City of Seaside for repair of stormwater infiltration units on Eucalyptus Road, and (c) to the City of Del Rey Oaks for potential improvements to South Boundary Road and the intersection at General Jim Moore Boulevard, each pursuant to a Memorandum of Agreement entered into between FORA and the respective jurisdiction. Any CFD Special Taxes collected and remaining unexpended prior to FORA's dissolution shall first be applied to (i) reimbursement of MCWD's expenses incurred in the construction of the Regional Urban Water Augmentation Project in the amount of $273,854.17 and (ii) reimbursement of the City of Marina's expenses incurred in widening Salinas Avenue, improving 8th Street, and constructing the 2nd Avenue/Del Monte extension, in the aggerate amount of $106,298.17. If the reimbursements described in clauses (i) and (ii) of the immediately preceding sentence do not fully exhaust any CFD Special Taxes collected and remaining unexpended immediately prior to FORA's dissolution, any surplus shall be disbursed to the jurisdictions identified in Section 2.1.4 in the proportions set forth in that section for the purpose of funding habitat management as contemplated

by the Joint Community Facilities Agreements entered into between FORA and each of respective jurisdictions.

2.1.6 Other Funds: Except as otherwise specifically identified in this Transition Plan, all funds in FORA's other accounts, petty cash, un-deposited checks, and other cash equivalents held by FORA immediately prior to FORA's dissolution together with any additional funds received prior to the closure of FORA's books shall be transferred to the County of Monterey to be applied as provided in the FORA-County Administrative Agreement.

2.1.7 ESCA Reimbursement: An estimated approximately $6,800,000 in potential reimbursement is available for work conducted under the ESCA. All rights under the ESCA are assigned to the City of Seaside effective as of FORA's dissolution.

2.1.8 Miscellaneous Personal Property: With the exception of certain office furniture acquired in part with funds supplied by MCWD, which furniture will be transferred to MCWD prior to FORA's dissolution, all of FORA's office furniture and equipment, supplies, and other personal property remaining as of FORA's dissolution shall be transferred to the County of Monterey in trust for prompt sale or disposition in accordance with any applicable rules or requirements for the transfer of surplus property by a California public entity. Any proceeds from such transfer remaining after reimbursement to the County for its administrative costs, shall be applied as provided in the FORA-County Administrative Agreement.

2.1.9 Real Property: FORA is obligated to cause certain former Fort Ord property to be transferred to the underlying land use jurisdictions in accordance with the federal Pryor Amendment and as authorized by Section 67678(a) of the FORA Act. The City of Seaside has been recognized as the Successor to the Local Redevelopment Authority and as such will assume this role effective July 1, 2020. The City of Seaside shall receive funds in the amount of $100,000 to cover costs of property transfers as the designated LRA successor agency.

2.1.10 Insurance Policies: Except to the extent specifically provided to the contrary in this Transition Plan or by the terms of the insurance policy itself, FORA shall not keep any policy(ies) of insurance in force beyond the date(s) of such policy's(ies') expiration.

With respect to the Pollution Legal Liability ("PLL") policy, FORA currently holds approximately $267,000 in a separately identified account for the PLL insurance self-insured retention ("SIR"). These funds shall be transferred and utilized to defray the administrative costs for the City of Seaside as the First Named Insured and to defray the costs in the event of a claim requiring application of a self-insured retention amount. In the event, the SIR is not utilized for any claims made, the amount in the fund shall be returned, after any administrative deduction for contract management by the successor, to the named insureds in proportion to the amounts of their insurance coverages.

2.2 Liabilities and Obligations and Assignment Thereof:

FORA's principal liabilities and obligations include the following:

2.2.1 Unfunded Pension Liability under CalPERS Contract: Based on the latest available communication from CalPERS, FORA's unfunded terminated agency liability is anticipated to range from $7,793,230 to $9,333,172. Because FORA anticipates that the

amounts in the Section 115 Trust will by themselves be insufficient to retire all the actual terminated agency liability once finally determined, the Tax Allocation Bonds issued by FORA include a CalPERS Obligation Fund in the amount of $4,000,000 to be applied toward the payment or reduction of the CalPERS liability once determined. If the amounts in the Section 115 Trust and the designated account referenced above are collectively insufficient to fully retire the CalPERS liability, any remaining unsatisfied liability shall, to the extent legally permissible, be paid through future unpledged property tax revenues pursuant to Health and Safety Code section 33492.71. The County shall continue to accrue such property tax revenues in FORA's account until all of FORA's recognized debts have been retired. The County shall be entitled to recover its reasonable costs of administering and distributing said property tax revenues. If after the application of the amounts in the CalPERS Obligation Fund to the retirement of the terminated agency liability under the CalPERS contract there remains any surplus in the CalPERS Obligation Fund, such surplus shall be applied in conformity with applicable law as addressed in the Bond Indenture and Irrevocable Instructions.

2.2.2 Habitat Funds: See Section 2.1.4 hereinabove.

2.2.3 Capital Improvement Funds: See discussion in Section 2.1.5 hereinabove.

2.2.4 ESCA Reimbursement: See Section 2.1.7 hereinabove.

2.2.5 Building Removal: To the extent not funded through the application of the proceeds of the sale of Fort Ord Reuse Authority Tax Allocation Bonds, Series 2020 which closed on June 25, 2020, any building removal for the purpose of alleviating blight shall be addressed after FORA's dissolution, if at all, by the jurisdiction(s) in which remaining abandoned buildings are located. Each such jurisdiction shall comply with all applicable laws pertaining to such building removal.

2.2.6 Water/Wastewater: This Transition Plan hereby assigns to MCWD, effective as of the dissolution of FORA, FORA's rights of enforcement under the Implementation Agreements, to the extent they survive post-dissolution, regarding water allocations. To the extent allowed by law, in the event that any jurisdiction's approved developments exceed the jurisdiction's approved water allocation, MCWD may decline to issue any further water connection permits until the offending jurisdiction brings its water allocation into compliance or MCWD develops or obtains access to an augmented water supply sufficient to cover any excess. In the event of a ground water shortage, any resulting reductions in the amount of water supplies shall be applied fairly and equitably across all jurisdictions. MCWD and the jurisdictions shall work together as to how to apply a fair and equitable reduction of water supply amongst the underlying land holding jurisdictions.

2.2.7 Prevailing Wages: Notwithstanding any other provision herein, the general prevailing rate of wages for work of a similar character in Monterey County, as determined by the Director of the Department of Industrial Relations under Division 2, Part 7, Chapter 1 of the California Labor Code, shall be paid to all workers employed on First Generation Construction (as defined in the Master Resolution) after FORA's dissolution. This term may not be invalidated or superseded by any Transition Plan Implementing Agreement(s) or other document(s), or by action of any city, successor jurisdiction, or other entity.

2.2.8 Late Discovered Items: To the extent that any contractual or other obligation of FORA is discovered during implementation of this Transition Plan, those obligations shall

be assigned as follows: If the obligation is related to the use of real property, it shall be assigned to the underlying land use jurisdiction, unless otherwise specifically addressed in an agreement entered into between such land use jurisdiction and FORA. If the liability or obligation is unrelated to the use of real property, LAFCO shall notify any appropriate insuring entity and the County. Upon the establishment of the validity and amount of the liability or obligation by LAFCO and the County acting in coordination with each other, such established liability or obligation shall be paid or discharged first by the County applying monies, if any remain that are not expended and not already legally obligated to be expended for other purposes, from the funds transferred to the County pursuant to Section 2.1.6 and only thereafter by applying funds, if any, remitted by the Trustee to the County under Section 4.02(f) of that Indenture of Trust, dated as of June 1, 2020, among FORA, the City of Marina, as administrator, and U.S. Bank National Association, as trustee, pursuant to which FORA has issued its Fort Ord Reuse Authority Tax Allocation Bonds, Series 2020 (which funds consist of the annual property tax increment described in Health and Safety Code section 33492.71, which funds are not needed for purposes of the Indenture). The County shall continue to accrue such property tax revenues in FORA's account until all of FORA's recognized debts have been retired.

Section 3 Transition Plan Implementation:

3.1 Schedule of Remaining Obligations:

Obligation	Reference in Updated Transition Plan
Implementation of Mitigation Measures Pertaining to North-South Road/Highway 218 Project and CEQA Lead Agency Status	See Section 1.2
Implementation of Mitigation Measures Pertaining to Relocation and Reconfiguration of General Jim Moore Boulevard Project and CEQA Lead Agency Status	See Section 1.2
Habitat Management Responsibilities on Sites Held by the Monterey Peninsula Community College District	See Section 1.2
Repair of Stormwater Infiltration Units on Eucalyptus Road CEQA Lead Agency Status	See Section 2.1.5
Removal of the Stockade and Ancillary Buildings CEQA Lead Agency Status	See Section 2.1.5
South Boundary Roadway and the Intersection at General Jim Moore Boulevard Improvements CEQA Lead Agency Status	See Section 2.1.5
Transfers of Real Property in accordance with the federal Pryor Amendment	See Section 2.1.9
Payment of Unfunded Terminated Agency Liability to CalPERS	See Section 2.2.1
FORA Contract with California Native Plant Society and City of Del Rey Oaks	See Section 3.3

Except as identified in the schedule of remaining obligations set forth above or specifically provided for elsewhere in this Transition Plan, FORA is not aware of any remaining obligations.

3.2 Litigation Management:

In the absence of an agreement entered into by all of the affected land holding jurisdictions that post FORA litigation may be managed by any one or more, but less than all, of such land

holding jurisdictions, any post FORA litigation shall be collectively managed by the land use jurisdictions that are defendants or are identified as real parties in interest for such litigation.

3.3 Survivability of the Base Reuse Plan, Master Resolution, and FORA's Agreements:

FORA has received from Authority Counsel a memorandum dated June 16, 2020 setting forth a statement regarding the survivability of the Base Reuse Plan, Master Resolution, and FORA's Agreements.

3.4 Reserved Right of Modification:

The Board hereby reserves its right to augment, clarify or modify this Transition Plan as law, facts, circumstances, or agreements may require.

NOW THEREFORE, THE BOARD HEREBY RESOLVES AS FOLLOWS:

1. As outlined above, this Resolution and its provisions constitute the Transition Plan required by Government Code section 67700(b); and

2. The Board hereby makes all assignments in accordance with Government Code section 67700(b);

3. The Board hereby finds that as adopted herein, this updated and restated Transition Plan is not a project subject to CEQA;

4. Notwithstanding anything to the contrary set forth in this resolution, nothing herein is intended nor shall be interpreted to create an independent financial obligation of the general funds of a member jurisdiction of FORA unless specifically agreed to in writing by the member jurisdiction. Except as otherwise specifically provided herein, all of FORA's established debts, obligations, and other liabilities are intended to be satisfied or paid (a) first out of the funds of FORA as may exist as of the date of its dissolution or as may accrue to its accounts following dissolution and (b) after the exhaustion of such funds then from future unpledged property tax revenues pursuant to Health and Safety Code section 33492.71; and

5. The Board directs the Executive Officer to transmit this updated and restated Transition Plan to LAFCO.

Upon motion by Board member O'Connell seconded by Board member Berkley the foregoing Resolution was passed on this 26th day of June 2020, by the following vote:

AYES: PARKER, PHILLIPS, ADAMS, GAGLIOTI, O'CONNELL, BERKLEY, HAFFA, OGLESBY, WIZARD, CARBONE, GARFIELD
NOES:
ABSTENTIONS: REIMERS
ABSENT:

Jane Parker, Chair FORA Board

ATTEST:

Joshua Metz, Clerk

GLOSSARY

"AFY" means acre feet per year.

"Army" means the United States Army.

"Board" means the governing board of the Fort Ord Reuse Authority, as specified in Government Code section 67660.

"CalPERS" means the California Public Employees' Retirement System.

"CEQA" means the California Environmental Quality Act, as amended to date (Public Resources Code section 21000 and following).

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, commonly known as Superfund, as amended to date (42 U.S. Code Chapter 103 and following).

"CFD" means a Community Facilities District within the former Fort Ord formed pursuant to the Mello-Roos Community Facilities Act of 1982, as amended to date (Government Code section 53321 and following).

"CFD Special Taxes" means the special taxes collected through the Community Facilities District on properties to be developed within the former Fort Ord.

"CIP" means a Capital Improvement Program adopted by the Fort Ord Reuse Authority.

"EDC MOA" means the Memorandum of Agreement for the No-Cost Economic Development Conveyance of former Fort Ord Lands, which was recorded on June 23, 2000 at Series No. 2000040124 in the Official Records of the Monterey County Recorder.

"EDC Property" means the real property transferred pursuant to the Memorandum of Agreement for the No-Cost Economic Development Conveyance of former Fort Ord Lands, which was recorded on June 23, 2000 at Series No. 2000040124 in the Official Records of the Monterey County Recorder.

"ESCA" means the Environmental Services Cooperative Agreement entered into between the United States Army and the Fort Ord Reuse Authority, as amended to date.

"FORA Act" means, collectively, SB 899 and AB 1600 adopted in 1994 and amended in 2012, as codified at (i) Government Code Title 7.85, Chapters 1 through 7, commencing with Section 67650, and (ii) selected provisions of the California Redevelopment Law, including Health and Safety Code Sections 33492 *et seq.* and 33492.70 *et seq.*

"FORA" means the Fort Ord Reuse Authority.

"FORA-County Administrative Agreement" means that Agreement Regarding Administrative and Financial Matters Associated with FORA Dissolution entered into between FORA and the County of Monterey and dated for reference purposes June 23, 2020.

"FORA Program" has the meaning given in Section 1.2.

"FORG" means the Fort Ord Reuse Group organized by local governments and potential property recipients to initiate recovery planning regarding the impending downsizing/closure of the former Fort Ord.

"Fort Ord," including references to the territory or area of Fort Ord or the former Fort Ord, means the geographical area described in the document entitled "Description of the Fort Ord Military Reservation Including Portion of the Monterey City Lands Tract No. 1, the Saucito, Laguna Seca, El Chamisal, El Toro and Noche Buena Ranchos, the James Bardin Partition of 1880 and Townships 14 South, Ranges 1 and 2 East and Townships 15 South, Ranges 2 and 3 East, M.D.B. and M. Monterey County, California," prepared by Bestor Engineers, Inc., and delivered to the Sacramento District Corps of Engineers on April 11, 1994 or the military base formerly located on such land, as the context requires.

"Implementation Agreements" means agreements entered into beginning in 2001 between the Fort Ord Reuse Authority on the one hand and the County of Monterey and each city receiving or anticipated to receive a portion of the EDC Property on the other hand, as such agreements may have been amended to date.

"LAFCO" means the Monterey County Local Agency Formation Commission.

"Local Redevelopment Authority" means any authority or instrumentality established by State or local government and recognized by the Secretary of Defense through its Office of Economic Adjustment (OEA) to facilitate the transfer of properties from the former Fort Ord to the underlying jurisdictions.

"Master Resolution" means the collection of administrative rules and regulations adopted by FORA under the Authority Act, as amended.

"MCWD" means the Marina Coast Water District.

"MCWRA" means the Monterey County Water Resources Agency.

"MPC" means the Monterey Peninsula Community College District.

"PLL" means a Pollution Legal Liability policy of insurance.

"MRWPCA" means the Monterey Regional Water Pollution Control Agency.

"Reuse Plan" means the Fort Ord Base Reuse Plan and its accompanying environmental impact report adopted and certified by the FORA Board in June 1997 to guide the reuse of the former Fort Ord, all as amended from time to time.

"SIR" means self-insured retention under a PLL policy of insurance.

"Strategy Report" means the June 1992 report prepared by the Fort Ord Community Task Force in order to develop recommendations for moving forward with a recovery effort relating to the closure of the former Fort Ord.

"Task Force" means the Fort Ord Community Task Force formed in order to develop recommendations for moving forward with a recovery effort relating to the closure of the former Fort Ord.

Attachment B

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ADOPTION AGREEMENT
for the
POST-EMPLOYMENT SECTION 115 TRUST

A.1.1. Trust agreement with U.S. Bank National Association (the "Bank") (the "Trust Agreement"):

Post-Employment Section 115 Trust. Public Agencies Post-Employment Benefits—Trust Agreement, effective November 5, 2014

A.1.2. OPEB Plan: Public Agencies Post-Employment Health Care Plan

The plan document for the OPEB Plan is the Public Agencies Post-Employment Health Care Plan—Master Plan Document, effective as of November 5, 2014 (the "Plan Document").

A.1.3. Pension Plan: California Public Employees Retirement system

A.1.4. Pension Plan's effective date: March 14, 1997 as amended July 1, 1999 and August 16, 2003

☐ *(Check if applicable)* Additional Pension Plans (and their respective effective dates) are listed on an exhibit attached hereto.

A.2.1. Employer:

Name: Fort Ord Reuse Authority

U.S. mail address: 920 2nd Avenue, Suite A, Marina, CA 93933

Phone number: (831) 883-3672

EIN: 77-0381729

Fiscal year end: June 30

A.2.2. Plan Administrator:

Position at Employer: Executive Officer

Incumbent: Michael A. Houlemard, Jr.

U.S. mail address: 920 2nd Avenue, Suite A, Marina, CA 93933

Phone number: (831) 883-3672

Email address: michael@fora.org

A.3.1 **Adoption.** The Employer hereby:

A.3.1.1. Adopts the Trust Agreement as part of the (*Check one or both of the following boxes.)*:

☐ OPEB Plan

☑ Pension Plan

(each such plan separately, the "Plan") and agrees to be bound by the Trust Agreement's terms, effective as of the Employer's signature date below and subject to the investment approach selected below.

A.3.1.2. *The following provisions apply if and only if the* ***OPEB Plan*** *box above is checked:* (i) Adopts the Plan Document and agrees to be bound by the Plan Document's terms, effective as of the Employer's signature date below and (ii) acknowledges that the determination of Eligible Employees and Eligible Beneficiaries is finally and conclusively made by the Employer according to the Employer's applicable policies and collective bargaining agreements and without reference to the Trust Agreement.

A.3.1.3. Ratifies, affirms, and approves Employer's appointment of Phase II Systems as Trust Administrator and represents and warrants that attached hereto is a fully-executed original of Employer's Agreement for Administrative Services with Phase II Systems, d/b/a Public Agency Retirement Services (PARS).

A.3.1.4. Agrees that capitalized terms used herein but not defined herein shall have the same meaning attributed to them as in the Trust Agreement or Plan Document, as the case may be.

A.4.1. The Employer hereby represents and warrants that:

A.4.1.1. **Authorizing Law.** Employer has reviewed with its legal counsel and has determined that Employer is authorized to establish and maintain the Plan and to establish a financial-institution trust (separate and apart from the state) for the Plan, including the authority to adopt the Trust Agreement.

A.4.1.2. **Authorizing Resolution.** Attached hereto is a certified copy of a resolution of the Employer's governing body authorizing the adoption of the Trust Agreement as part of the Plan and authorizing the appointment of the Plan Administrator designated by position of employment at the Employer to act on the Employer's behalf in all matters relating to the trust.

A.4.1.3. **Tax Status.** The Plan is a "governmental plan" as defined in Section 414(d) of the Internal Revenue Code of 1986, as amended; is a "Section 401(a)(24) governmental plan" as defined in Revenue Ruling 2011-1; and is not subject to Federal income taxation. The Plan's governing document expressly provides that it is irrevocably impossible for any part of the corpus or income of the Plan to be used for, or diverted to, purposes other than for the exclusive benefit of the Plan participants and their beneficiaries. The Pension Plan is a qualified plan under Code Section 401(a). (In addition, the Employer hereby acknowledges that the Plan is prohibited from assigning any part of its equity or interest in the trust.)

A.4.2. **Investment Approach.**

4.2.1. *The following provisions apply if and only if the **OPEB Plan** box above is checked:* **OPEB Account.** OPEB Account assets are invested in the discretion of (*check one and only one of the following boxes*):

Discretionary investment approach:

- ☐ The Bank, subject to **Exhibit A (Investment Strategy Selection and Disclosure Form)** hereto.

Directed investment approach:

- ☐ The Plan Administrator.
- ☐ The following registered investment adviser, bank (other than the Bank), or insurance company (a "Third-Party Manager"): _____. The Employer hereby represents and warrants that attached hereto is an executed copy of the agreement with the above appointed Third Party Manager.

4.2.2. *The following provisions apply if and only if the **Pension Plan** box above is checked:* **Pension Account.** Pension Account assets are invested in the discretion of (*check one and only one of the following boxes*):

Discretionary investment approach:

- ☑ The Bank, subject to **Exhibit A (Investment Strategy Selection and Disclosure Form)** hereto.

Directed investment approach:

- ☐ The Plan Administrator.
- ☐ The following registered investment adviser, bank (other than the Bank), or insurance company (a "Third-Party Manager"): _____. The Employer hereby represents and warrants that attached hereto is an executed copy of the agreement with the above appointed Third Party Manager.

[signature page follows]

FORT ORD REUSE AUTHORITY

By: _____
Michael A. Houlemard, Jr.

Its: Executive Officer

Date: May 16, 2018

Accepted by:

PHASE II SYSTEMS, DBA PUBLIC AGENCY RETIREMENT SERVICES (PARS)

By: _____
~~Daniel Johnson~~ Tod Hammeras

Its: ~~President~~ Chief Financial Officer

Date: 6/5/2018

U.S. BANK NATIONAL ASSOCIATION

By: _____
Susan M. Hughes

Its: Vice President and Relationship Manager

Date: 6/7/18

PUBLIC AGENCIES

POST-EMPLOYMENT BENEFITS

TRUST AGREEMENT

(Effective November 5, 2014)

ARTICLE I

DEFINITIONS

1.1 "**Adoption Agreement**" shall have the meaning given to such term in Section 2.3.

1.2 "**Agency Account**" shall have the meaning given to such term in Section 2.4.

1.3 "**Agreement for Administrative Services**" shall mean the agreement executed between the Employer and the Trust Administrator which authorizes the Trust Administrator to perform specific duties of administering the Agency Account of the Employer.

1.4 "**Assets**" shall have the meaning given to such term in Section 2.5.

1.5 "**Code**" shall mean the Internal Revenue Code of 1986 as amended from time to time.

1.6 "**Delegatee**" shall mean an individual or entity, appointed by the Plan Administrator or Employer to act in such matters as are specified in the appointment.

1.7 "**Effective Date**" shall mean the date first written above, the date the Trust was established, and with respect to each Employer, the Effective Date shall be the date on which the Employer executes the Adoption Agreement.

1.8 "**Eligible Beneficiary**" shall mean any person who, due to his or her relationship to an Eligible Employee, is entitled to post-employment benefits pursuant to the Employer's Pension Plan or OPEB Plan, including but not limited to the Eligible Employee's current or former spouse or domestic partner, child, dependent, or survivor.

1.9 "**Eligible Employee**" shall mean any employee of an Employer who is entitled to post-employment benefits pursuant to the Employer's Pension Plan or OPEB Plan. Unless the context otherwise requires, the term "Eligible Employee" as used herein shall include any Eligible Beneficiaries.

1.10 "**Employer**" shall mean a public agency that executes the Adoption Agreement, thereby adopting the provisions of this Trust Agreement, provided that such agency is a state, a political subdivision of a state, or an entity the income of which is excludible from gross income under Section 115 of the Code.

1.11 "**GASB**" shall mean the Governmental Accounting Standards Board.

1.12 "**Omnibus Account**" shall mean an account, established for record keeping purposes only, to aggregate the balances of the Assets credited to the Agency Accounts. The Trust Administrator shall maintain and reconcile, at the Agency Account level (and subaccount level), the investments of the Agency Accounts

and will provide reports to the Plan Administrator with respect to such investments. The Trustee will maintain a record of the aggregate balance (principal and earnings) for all Agency Accounts. The Trust Administrator will in the ordinary course of business maintain a record of the name, address, taxpayer identification number, account number and amount of funds, including earnings, of each Employer. On periodic valuation dates (no less frequently than monthly) to be established by the Trust Administrator, the Trustee and Trust Administrator will reconcile the aggregate balance information maintained by the Trustee with the Agency Account level records maintained by the Trust Administrator pursuant to this Trust Agreement.

1.13 "**OPEB**" shall mean "other post-employment benefits," such as medical, dental, vision, life insurance, long-term care and other similar benefits provided to retirees, other than pension benefits.

1.14 "**OPEB Obligation**" shall mean an Employer's obligation to provide OPEB to its Eligible Employees in accordance with the Employer's OPEB Plan.

1.15 "**OPEB Plan**" shall mean the Public Agencies Post-Employment Health Care Plan, as adopted by the Employer under the Adoption Agreement.

1.16 **"Pension Obligation"** shall mean an Employer's obligation to contribute to the Pension Plan's Qualified Trust and shall not, for example, mean an Employer's Obligation to provide retirement benefits under the Pension Plan to the Employer's Eligible Employees.

1.17 **"Pension Plan"** shall mean an Employer's defined-benefit pension plan or plans, each of which is (i) qualified under Section 401(a) of the Code, (ii) sponsored by the Employer in order to provide retirement benefits to its Eligible Employees, and (iii) partly or wholly funded by the Employer's contributions to a Qualified Trust.

1.18 "**Plan Administrator**" shall mean the individual designated by position of employment at the Employer to act on its behalf in all matters relating to the Employer's participation in the Trust.

1.19 **"Qualified Trust"** shall mean a trust which (i) is separate and apart from the Trust, (ii) constitutes a qualified trust under Code Section 401(a), and (iii) funds retirement benefits provided under an Employer's Pension Plan to the Employer's Eligible Employees.

1.20 "**Trust**" shall mean the Public Agencies Post-Employment Benefits trust arrangement.

1.21 "**Trust Administrator**" shall mean Public Agency Retirement Services or any successor trust administrator appointed by the Employers as provided herein. The Trust Administrator shall serve as trust administrator to the Trust established

pursuant to this Trust Agreement until such Trust Administrator resigns or is removed as provided in Article III.

1.22 "**Trust Agreement**" shall mean this Public Agencies Post-Employment Benefits trust document adopted by each Employer upon execution of an Adoption Agreement, as amended from time to time.

1.23 "**Trustee**" shall mean U.S. Bank National Association, or any successor trustee appointed by the Employers as provided herein. The Trustee shall serve as trustee of the Trust established pursuant to the provisions of this Trust Agreement until such Trustee resigns or is removed as provided in Article III.

ARTICLE II

THE TRUST

2.1 Multiple Employer Trust

The Trust is a multiple employer trust arrangement established to provide economies of scale and efficiency of administration to public agencies that adopt it to hold the assets used to fund the agency's OPEB Obligation or Pension Obligation or both. The Trust is divided into Agency Accounts to hold the Assets of each Employer as described in Section 2.4.

2.2 Purpose

The Trust is established with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and any regulations issued thereunder and as a tax-exempt trust under the provisions of the relevant state's statutory provisions of each Employer. This Trust Agreement shall be construed and the Trust shall be administered in a manner consistent with such intention. The fundamental purpose of the Trust is to fund the Employer's OPEB Obligation or Pension Obligation or both. It is intended that adopting Employers retain an interest in the underlying securities held in the Trust on their behalf, rather than in the Trust itself.

The Employer hereby represents and warrants that the assets held hereunder (including the Assets) are not assets of any qualified plan under Code Section 401(a), regardless of the character of such assets once distributed. The Employer hereby acknowledges that the Trust does not constitute a qualified trust under Code Section 401(a).

2.3 Employers

Any public agency may, by action of its governing body in writing accepted by the Trustee, adopt the provisions of the Trust Agreement. Executing an adoption instrument for the Trust ("**Adoption Agreement**"), in the form attached hereto as Exhibit "A" (or such other form as may be approved by the Trustee), shall

constitute such adoption, unless the Trustee requires additional evidence of adoption. In order for such adoption to be effective, the public agency must also execute an Agreement for Administrative Services with Public Agency Retirement Services, the Trust Administrator, pursuant to Section 3.6 of this Trust Agreement. Such adopting Employer shall then become an Employer of the Trust.

Each such Employer shall, at a minimum, furnish the Trust Administrator with the following documents to support its adoption of the Trust:

(a) a certified copy of the resolution(s) of the governing body of the Employer authorizing the adoption of the Trust Agreement and the appointment of the Plan Administrator for such Employer;

(b) an original of the Adoption Agreement executed by the Plan Administrator or other duly authorized Employer employee;

(c) an original of the Agreement for Administrative Services with Public Agency Retirement Services executed by the Plan Administrator or other duly authorized Employer employee and Public Agency Retirement Services;

(d) an address notice; and

(e) such other documents as the Trustee may reasonably request.

(f) Any action taken by the Plan Administrator for an Employer shall be deemed to have been taken by such Employer. Any notice given to or delivered by the Plan Administrator for an Employer shall be deemed to have been given to or delivered by such Employer.

2.4 Agency Accounts

(a) Upon an Employer's adopting the Trust Agreement, as provided in Section 2.3, a separate "**Agency Account**" shall be established under the Trust for that Employer, and all Assets of the Trust attributable to that Employer shall be held in that Employer's Agency Account.

(b) An Employer's Agency Account comprises three subaccounts: a "**Pension Account**", an "**OPEB Account**", and a **"Suspense Account"**. The Assets of the Trust that are held in the Employer's Pension Account will be available only to fund the Employer's Pension Obligation and defray the reasonable expenses associated with the same. The Assets of the Trust that are held in the Employer's OPEB Account will be available only to fund the Employer's OPEB Obligation and defray the reasonable expenses associated with the same.

(c) The Assets of the Trust that are held in an Employer's Agency Account shall not be available to pay any obligations incurred by any other Employer as provided in Section 2.8.

(d) All contributions and transfers received by the Trust on behalf of the Employer will be held in the Employer's Agency Account and will be allocated to the subaccounts under the Agency Account as follows:

(1) If the Employer maintains a Pension Account or OPEB Account (and not both a Pension Account and an OPEB Account), all contributions and transfers received by the Trust on the Employer's behalf will be allocated to that subaccount.

(2) If the Employer maintains both a Pension Account and an OPEB Account, contributions and transfers received by the Trust on the Employer's behalf will be allocated to either the Pension Account or OPEB Account, as directed by the Plan Administrator. To the extent the Plan Administrator does not provide such direction, the Employer hereby directs the Trustee to allocate such contributions and transfers to the Suspense Account and to use the assets of the Suspense Account to purchase a position in the sweep vehicle identified on an **exhibit** hereto or, if none is identified, to hold such assets un-invested. The Plan Administrator may at any time direct the reallocation of cash from the Suspense Account to either the Pension Account or the OPEB Account.

(3) Once allocated to the Pension Account or the OPEB Account, amounts under the Trust may not subsequently be transferred to the other subaccount.

2.5 Assets of Agency Account

The assets held in an Agency Account shall consist of all contributions and transfers received by the Trust on behalf of the Employer, together with the income and earnings from such contributions and transfers, and any increments accruing to the Agency Account, net of any investment losses, benefits, expenses or other costs ("**Assets**"). All contributions or transfers shall be received by the Trustee in cash or in other property acceptable to the Trustee. The Trustee shall manage and administer the Assets held in Agency Accounts without distinction between principal and income. The Trustee and the Trust Administrator shall have no duty to compute any amount to be transferred or paid to the Agency Account by the Employer, and the Trustee and the Trust Administrator shall not be responsible for the collection of any contributions or transfers to the Agency Account.

2.6 Aggregate Balance for Investment and Administration

The balances of the Assets of more than one Agency Account may be aggregated by the Trustee in one or more Omnibus Accounts for investment and administrative purposes, to provide economies of scale and efficiency of administration to the Agency Accounts. The responsibility for Agency Account level accounting (including subaccount-level accounting within each Agency Account) within this Omnibus Account(s) shall be that of the Trust Administrator.

2.7 Trustee Accounting

The Trustee shall be responsible only for maintaining records and maintaining accounts for the aggregate assets of the Trust. The responsibility for accounting and subaccounting for each Agency Account, based upon the Omnibus Account(s), shall be that of the Trust Administrator.

2.8 No Diversion of Assets

The Assets in each Employer's Agency Account shall be held in trust for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same. The Assets in each Agency Account shall not be used for or diverted to, any other purpose, including, but not limited to, the satisfaction of any other Employer's Pension Obligation or OPEB Obligation.

2.9 Type and Nature of Trust

Neither the full faith and credit nor the taxing power of each Employer is pledged to the distribution of amounts hereunder. Except for contributions and other amounts hereunder, no other amounts are pledged to the distribution of benefits hereunder. Distributions of benefits are neither general nor special obligations of any Employer, but are payable solely from the Assets held in such Employer's Agency Account, as more fully described herein. No employee of any Employer or beneficiary may compel the exercise of the taxing power by any Employer.

Distributions of Assets from any Agency Account are not debts of any Employer within the meaning of any constitutional or statutory limitation or restriction. Such distributions are not legal or equitable pledges, charges, liens or encumbrances, upon any of an Employer's property, or upon any of its income, receipts, or revenues, except amounts in the accounts which are, under the terms of each Plan and the Trust set aside for distributions. Neither the members of the governing body of any Employer nor its officers, employees, agents or volunteers are liable hereunder.

2.10 Loss of Tax-Exempt Status as to Any Employer

If any Employer participating in the Trust receives notice from the Internal Revenue Service that the Trust as to such Employer fails to satisfy the requirements of Section 115 of the Code, or if any Employer consents to the Internal Revenue Service's determination that the Trust fails to meet such requirements, Assets having a value equal to the funds then held in such Employer's Agency Account shall be segregated and placed in a separate trust by the Trustee for the exclusive benefit of such Employer's Eligible Employees within a reasonable time after the Trust Administrator notifies the Trustee of the Internal Revenue Service's determination. Each Employer participating in the Trust agrees to immediately notify the Trust Administrator upon receiving such

notice or giving such consent. The separate trust provided for in this Section 2.10 shall thereafter be considered as a separate trust containing all of the provisions of this Trust Agreement until terminated as provided in this Trust Agreement.

ARTICLE III

ADMINISTRATIVE MATTERS

3.1 Appointment of Trustee

The Employers may, with the approval of two-thirds (2/3) or more of the Employers then participating in the Trust, act to appoint a bank, trust company, retirement board, insurer, committee or such other entity as permitted by law, to serve as the trustee of this Trust. Such action must be in writing. Upon the written acceptance of such entity it shall become the Trustee of the Trust. If the Trustee is removed or resigns pursuant to Section 3.2, the Employers shall appoint a successor Trustee in accordance with the voting requirements set forth in this Section 3.1.

3.2 Resignation or Removal of Trustee

The Employers may act to remove the Trustee, provided that such action must satisfy the voting requirements set forth in Section 3.1 and notice of such action must be promptly delivered to the Trust Administrator, the Trustee and each Plan Administrator. The Trustee may also resign at any time by giving at least ninety (90) days prior written notice to the Trust Administrator and to the Plan Administrator of each Employer that has adopted the Trust Agreement and not terminated its participation in the Trust; provided, however, that the Trustee may resign immediately upon the earlier of the approval date or the effective date of any amendment of the Trust Agreement by the Employers that would change or modify the duties, powers or liabilities of the Trustee hereunder without the Trustee's consent. The Trustee shall, upon the appointment and acceptance of a successor trustee, transfer and deliver the Assets and all records relating to the Trust to the successor, after reserving such reasonable amount as it shall deem necessary to provide for its fees and expenses and any sums chargeable against the Trust for which it may be liable. The Trustee shall do all acts necessary to vest title of record in the successor trustee.

3.3 Withdrawal of Employer

An Employer may elect to withdraw from the Trust by giving at least thirty (30) days prior written notice to the Trustee and the Trust Administrator. If an Employer so elects to withdraw, Assets having a value equal to the funds held in such Employer's Agency Account shall be segregated by the Trustee and, as soon as practicable, shall be transferred to one or more trusts maintained by the Employer, provided that (i) for Assets transferred from the OPEB Account, any such trust shall satisfy the requirements of Section 115 of the Code, (ii) for Assets

transferred from the Pension Account, any such trust shall satisfy the requirements of either Section 115 or 401(a) of the Code, and (iii) all assets held by any such trust and previously held in the Employer's Pension Account or OPEB Account shall qualify as "plan assets" within the meaning of GASB Statement No. 68 (Accounting and Financial Reporting for Pensions—An Amendment of GASB Statement No. 27) or GASB Statement No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions), respectively, in each case as reasonably determined by the Employer and certified in writing by the Employer to the Trust Administrator. The Employer shall appoint a trustee for such Employer's separate trust and, upon the trustee's acceptance of that appointment, the trustee will be vested with title to the transferred Assets.

3.4 The Plan Administrator

The governing body of each Employer shall have plenary authority for the administration and investment of such Employer's Agency Account pursuant to any applicable state laws and applicable federal laws and regulations. Each Employer shall by resolution designate a Plan Administrator. Unless otherwise specified in the instrument the Plan Administrator shall be deemed to have authority to act on behalf of the Employer in all matters pertaining to the Employer's participation in the Trust and in regard to the Agency Account of the Employer. Such appointment of a Plan Administrator shall be effective upon receipt and acknowledgment by the Trustee and the Trust Administrator and shall be effective until the Trustee and the Trust Administrator are furnished with a resolution of the Employer that the appointment has been modified or terminated.

3.5 Failure to Appoint Plan Administrator

If a Plan Administrator is not appointed, or such appointment lapses, the Employer shall be deemed to be the Plan Administrator. As used in this document the term "Plan Administrator" shall be deemed to mean "Employer" when a Plan Administrator has not been appointed for such Employer.

3.6 Delegatee

The Plan Administrator, acting on behalf of the Employer, may delegate certain authority, powers and duties to a Delegatee to act in those matters specified in the delegation. Any such delegation must be in a writing that names and identifies the Delegatee, states the effective date of the delegation, specifies the authority and duties delegated, is executed by the Plan Administrator, is acknowledged in writing by the Delegatee, and is certified as required in Section 3.7 to the Trust Administrator. Such delegation shall be effective until the Trustee and the Trust Administrator are directed in writing by the Plan Administrator that the delegation has been rescinded or modified.

3.7 Certification to Trustee

The governing body of each Employer, or other duly authorized official, shall certify in writing to the Trustee and the Trust Administrator the names and specimen signatures of the Plan Administrator and Delegatee, if any, and all others authorized to act on behalf of the Employer whose names and specimen signatures shall be kept accurate by the Employer acting through a duly authorized officer or governing body of the Employer. The Trustee and the Trust Administrator shall have no liability if they act upon the direction of a Plan Administrator or Delegatee that has been duly authorized, as provided in Section 3.6, if that Plan Administrator or Delegatee is no longer authorized to act, unless the Employer has informed the Trustee and the Trust Administrator of such change.

3.8 Directions to Trustee

All directions to the Trustee from the Plan Administrator or Delegatee must be in writing and must be signed by the Plan Administrator or Delegatee, as the case may be. For all purposes of this Trust Agreement, direction shall include any certification, notice, authorization, application or instruction of the Plan Administrator, Delegatee or Trustee appropriately communicated. The above notwithstanding, direction may be implied if the Plan Administrator or Delegatee has knowledge of the Trustee's intentions and fails to file written objection.

The Trustee shall have the power and duty to comply promptly with all proper directions of the Plan Administrator or Delegatee, appointed in accordance with the provisions of this Trust Agreement. In the case of any direction deemed by the Trustee to be unclear or ambiguous the Trustee may seek written instructions from the Plan Administrator, the Employer or the Delegatee on such matter and await their written instructions without incurring any liability. If at any time the Plan Administrator or the Delegatee should fail to give directions to the Trustee, the Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust and/or the applicable Agency Account which may include not taking any action. The Trustee may request directions or clarification of directions received and may delay acting until clarification is received. In the absence of timely direction or clarification, or if the Trustee considers any direction to be a violation of the Trust Agreement or any applicable law, the Trustee shall in its sole discretion take appropriate action, or refuse to act upon a direction.

3.9 Appointment of Trust Administrator

The Employers may, with the approval of two-thirds (2/3) or more of the Employers then participating in the Trust, act to appoint a bank, trust company, retirement board, insurer, committee or such other entity as permitted by law, to serve as Trust Administrator of the Trust. Such action must be in writing. Upon the written acceptance of such entity it shall become the Trust Administrator of

the Trust. If the Trust Administrator is removed or resigns pursuant to Section 3.13, the Employers shall appoint a successor Trust Administrator in accordance with the voting requirements set forth in this Section 3.9.

3.10 Trust Administrator

The Trust Administrator's duties involve the performance of the following services pursuant to the provisions of this Trust Agreement and the Agreement for Administrative Services:

(a) Performing periodic accounting of each Agency Account (including subaccount-level accounting within each Agency Account) and reconciling such Agency Account balances with the Trust/Omnibus Account;

(b) Directing the Trustee to make distributions from the appropriate subaccount under an Agency Account in accordance with Section 5.9.

(c) Allocating contributions, earnings and expenses to each Agency Account and the underlying subaccounts;

(d) Directing the Trustee to pay the fees of the Trust Administrator and to do such other acts as shall be appropriate to carry out the intent of the Trust;

(e) Such other services as the Employer and the Trust Administrator may agree in the Agreement for Administrative Services pursuant to Section 2.3.

The Trust Administrator shall be entitled to rely on, and shall be under no duty to question, any direction and/or data received from the Plan Administrator, or other duly authorized entity, in order to perform its authorized duties under this Trust Agreement. The Trust Administrator shall not have any duty to compute contributions made to the Trust, determine or inquire whether contributions made to the Trust by the Plan Administrator or other duly authorized entity are adequate to meet an Employer's Pension Obligation or OPEB Obligation as may be determined under any applicable GASB pronouncement; or determine or inquire whether contributions made to the Trust are in compliance with the Employer's OPEB Plan or Pension Plan. The Trust Administrator shall not be liable for nonperformance of duties if such nonperformance is directly caused by erroneous, and/or late delivery of, directions or data from the Plan Administrator, or other duly authorized entity.

3.11 Additional Trust Administrator Services

The Plan Administrator may at any time retain the Trust Administrator as its agent to perform any act, keep any records or accounts and make any computations which are required of the Employer or the Plan Administrator by this Trust Agreement or by the Employer's policies and/or applicable collective bargaining agreements. The Trust Administrator shall be separately compensated

for such service and such services shall not be deemed to be contrary to the Trust Agreement.

3.12 Trust Administrator's Compensation

As may be agreed upon from time to time by the Employer and Trust Administrator, the Trust Administrator will be paid reasonable compensation for services rendered or reimbursed for expenses properly and actually incurred in the performance of duties with respect to such Employer's Agency Account and to the Trust.

3.13 Resignation or Removal of Trust Administrator

The Employers may act to remove the Trust Administrator, provided that such action must satisfy the voting requirements set forth in Section 3.9 and notice of such action must be promptly delivered to the Trust Administrator, the Trustee and each Plan Administrator. The Trust Administrator may also resign at any time by giving at least one hundred and twenty (120) days prior written notice to the Trustee and to the Plan Administrator of each Employer that has adopted the Trust Agreement and not terminated its participation in the Trust; provided, however, that the Trust Administrator may resign immediately upon the earlier of the approval date or the effective date of any amendment of the Trust Agreement by the Employers that would change or modify the duties, powers or liabilities of the Trust Administrator hereunder without the Trust Administrator's consent. The Trust Administrator shall, upon the appointment and acceptance of a successor trust administrator, transfer all records relating to the Trust to the successor.

ARTICLE IV

THE TRUSTEE

4.1 Powers and Duties of the Trustee

Except as otherwise provided in Article V and subject to Article VI, the Trustee shall have full power and authority with respect to property held in the Trust to do all such acts, take all proceedings, and exercise all such rights and privileges, whether specifically referred to or not in this document, as could be done, taken or exercised by the absolute owner, including, without limitation, the following:

(a) To invest and reinvest the Assets or any part hereof in any one or more kind, type, class, item or parcel of property, real, personal or mixed, tangible or intangible; or in any one or more kind, type, class, item or issue of investment or security; or in any one or more kind, type, class or item of obligation, secured or unsecured; or in any combination of them (including those issued by the Trustee of any of its affiliates, to the extent permitted by applicable law), and to retain the property for the period of time that the Trustee deems appropriate;

(b) To acquire and sell options to buy securities ("call" options) and to acquire and sell options to sell securities ("put" options);

(c) To buy, sell, assign, transfer, acquire, loan, lease (for any purpose, including mineral leases), exchange and in any other manner to acquire, manage, deal with and dispose of all or any part of the Trust property, for cash or credit and upon any reasonable terms and conditions;

(d) To make deposits, with any bank or savings and loan institution, including any such facility of the Trustee or an affiliate thereof provided that the deposit bears a reasonable rate of interest;

(e) To invest and reinvest the Assets, or any part thereof in any one or more collective investment trust funds, including common and group trust funds that consist exclusively of assets of exempt pension and profit sharing trusts and individual retirement accounts qualified and tax exempt under the Code, that are maintained by the Trustee or an affiliate thereof. The declaration of trust or plan of operations for any such common or collective fund is hereby incorporated herein and adopted into this Trust Agreement by this reference. The combining of money and other assets of the Trust with money and other assets of other non-qualified trusts in such fund or funds is specifically authorized. Notwithstanding anything to the contrary in this Trust Agreement, the Trustee shall have full investment responsibility over Assets of the Trust invested in such commingled funds. If the plan and trust for any reason lose their tax exempt status, and the Assets have been commingled with assets of other tax exempt trusts in Trustee's collective investment funds, the Trustee shall within 30 days of notice of such loss of tax exempt status, liquidate the Trust's units of the collective investment fund(s) and invest the proceeds in a money market fund pending investment or other instructions from the Plan Administrator. The Trustee shall not be liable for any loss or gain or taxes, if any, resulting from said liquidation;

(f) To place uninvested cash and cash awaiting distribution in one or more mutual funds and/or commingled investment funds maintained by or made available by the Trustee or any of its affiliates, and to receive compensation from the sponsor of such fund(s) for services rendered, separate and apart from any Trustee's fees hereunder. The Trustee or its affiliate may also be compensated for providing investment advisory services to any mutual fund or commingled investment funds;

(g) To borrow money for the purposes of the Trust from any source with or without giving security; to pay interest; to issue promissory notes and to secure the repayment thereof by pledging all or any part of the Assets;

(h) To take all of the following actions: to vote proxies of any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or

without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held in the Trust;

(i) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(j) To raze or move existing buildings; to make ordinary or extraordinary repairs, alterations or additions in and to buildings; to construct buildings and other structures and to install fixtures and equipment therein;

(k) To pay or cause to be paid from the Trust any and all real or personal property taxes, income taxes or other taxes or assessments of any or all kinds levied or assessed upon or with respect to the Trust;

(l) To exercise all the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under applicable federal or state laws, as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustee herein shall not be construed as being in limitation of any authority conferred by law, but shall be construed as consistent or in addition thereto.

4.2 Additional Trustee Powers

In addition to the other powers enumerated above, the Trustee in any and all events is authorized and empowered:

(a) To invest funds pending required directions in any type of interest-bearing account, including, without limitation, time certificates of deposit or interest-bearing accounts issued by the Trustee, or any mutual fund or short term investment fund ("**Fund**"), whether sponsored or advised by the Trustee or any affiliate thereof); the Trustee or its affiliates may be compensated for providing such investment advice and providing other service to such Fund, in addition to any Trustee's fees received pursuant to this Trust Agreement;

(b) To cause all or any part of the Trust to be held in the name of the Trustee (which in such instance need not disclose its fiduciary capacity) or, as permitted by law, in the name of any nominee, and to acquire for the Trust any investment in bearer form, but the books and records of the Trust shall at all times show that all such investments are a part of the Trust and the Trustee shall hold evidences of title to all such investments;

(c) To serve as custodian with respect to the Trust Assets;

(d) To employ such custodians, agents and counsel as may be reasonably necessary in managing and protecting the Assets and to pay them reasonable compensation from the Trust; to employ any broker-dealer or other agent, including any broker-dealer or other agent affiliated with the Trustee, and pay to such broker-dealer or other agent, at the expense of the Trust, its standard commissions or compensation; to settle, compromise or abandon all claims and demands in favor of or against the Trust; and to charge any premium on bonds purchased at par value to the principal of the Trust without amortization from the Trust, regardless of any law relating thereto;

(e) In addition to the powers listed herein, to do all other acts necessary or desirable for the proper administration of the Trust, as though the absolute owner thereof;

(f) To prosecute, compromise and defend lawsuits, but without obligation to do so, all at the risk and expense of the Trust; and to tender its defense to the Employer in any legal proceeding where the interests of the Trustee and the Employer are not adverse;

(g) To exercise and perform any and all of the other powers and duties specified in this Trust Agreement or the Plan;

(h) To permit such inspections of documents at the principal office of the Trustee as are required by law, subpoena or demand by a United States agency;

(i) To comply with all requirements imposed by applicable provisions of law;

(j) To seek written instructions from the Plan Administrator or other fiduciary on any matter and await their written instructions without incurring any liability. If at any time the Plan Administrator or the fiduciary should fail to give directions to the Trustee, the Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust;

(k) To compensate such executive, consultant, actuarial, accounting, investment, appraisal, administrative, clerical, secretarial, medical, custodial, depository and legal firms, personnel and other employees or assistants as are engaged by the Plan Administrator in connection with funding the Employer's OPEB Obligation or Pension Obligation or both and to pay from the Trust the necessary expenses of such firms, personnel and assistants, to the extent not paid by the Plan Administrator;

(l) To act upon proper written directions of the Plan Administrator or Delegatee, including directions given by photostatic transmissions using facsimile signature, and such other forms of directions as the parties shall agree;

(m) To pay from the Trust the expenses reasonably incurred in the administration of the Trust;

(n) To maintain insurance for such purposes, in such amounts and with such companies as the Plan Administrator shall elect, including insurance to cover liability or losses occurring by reason of the acts or omissions of fiduciaries but only if such insurance permits recourse by the insurer against the fiduciary in the case of a breach of a fiduciary obligation by such fiduciary.

ARTICLE V

INVESTMENTS

5.1 Discretionary Versus Directed Investment

For the Pension Account and the OPEB Account under the Agency Account, the Employer shall elect either a discretionary or directed investment approach. The Employer may elect the same or different investment approaches for those two subaccounts. The Employer hereby elects a directed approach for the Suspense Account. If the Employer elects a discretionary investment approach for a subaccount, the Employer shall further elect between the various investment strategies offered and the Trustee, in accordance with Article IV, shall have absolute discretion over the investment of the Assets held in such subaccount under the Employer's Agency Account. If the Employer elects a directed investment approach for a subaccount, the Trustee shall direct the investment of the Assets of such subaccount under the Employer's Agency Account in accordance with the direction provided by such Employer.

5.2 Trustee Fees

As may be agreed upon, in writing, between the Plan Administrator and Trustee, the Trustee will be paid reasonable compensation for services rendered or reimbursed for expenses properly and actually incurred in the performance of duties with respect to the applicable Agency Account or the Trust.

5.3 Contributions

Eligible Employees are not permitted to make contributions to the Trust. The Plan Administrator shall, on behalf of the Employer, make all contributions to the Trustee. Such contributions shall be in cash unless the Trustee agrees to accept a contribution that is not in cash. All contributions shall be paid to the Trustee for investment and reinvestment pursuant to the terms of this Trust Agreement. The Trustee shall not have any duty to determine or inquire whether any contributions

to the Trust made to the Trustee by any Plan Administrator are in compliance with the Employer's Pension Plan or OPEB Plan; nor shall the Trustee have any duty or authority to compute any amount to be paid to the Trustee by any Plan Administrator; nor shall the Trustee be responsible for the collection or adequacy of the contributions to meet an Employer's Pension Obligation or OPEB Obligation. The contributions received by the Trustee from each Employer shall be held and administered pursuant to the terms hereof without distinction between income and principal.

5.4 Records

(a) The Trustee shall maintain accurate records and detailed accounts of all investments, receipts, disbursements and other transactions hereunder at the Trust level. Such records shall be available at all reasonable times for inspection by the Trust Administrator. The Trustee shall, at the direction of the Trust Administrator, submit such valuations, reports or other information as the Trust Administrator may reasonably require.

(b) The Assets of the Trust shall be valued at their fair market value on the date of valuation, as determined by the Trustee based upon such sources of information as it may deem reliable; provided, however, that the Plan Administrator shall instruct the Trustee as to valuation of assets which are not readily determinable on an established market. The Trustee may rely conclusively on such valuations provided by the Plan Administrator and shall be indemnified and held harmless by the Employer with respect to such reliance. If the Plan Administrator fails to provide such values, the Trustee may take whatever action it deems reasonable, including employment of attorneys, appraisers or other professionals, the expense of which will be an expense of administration of the Trust. Transactions in the account involving such hard to value assets may be postponed until appropriate valuations have been received and Trustee shall have no liability therefore.

5.5 Statements

(a) Periodically as specified, and within sixty days after December 31, or the end of the Trust's fiscal year if different, Trustee shall render to the Trust Administrator as directed, a written account showing in reasonable summary the investments, receipts, disbursements and other transactions engaged in by the Trustee during the preceding fiscal year or period with respect to the Trust. Such account shall set forth the assets and liabilities of the Trust valued as of the end of the accounting period.

(b) The Trust Administrator may approve such statements either by written notice or by failure to express objections to such statements by written notice delivered to the Trustee within 90 days from the date the statement is delivered to the Trust Administrator. Upon approval, the Trustee shall be released and discharged as to all matters and items set forth in such statement as if such

account had been settled and allowed by a decree from a court of competent jurisdiction.

5.6 Wire Transfers

The Trustee shall follow the Plan Administrator's, Delegatee's, or Trust Administrator's wire transfer instructions in compliance with the written security procedures provided by the party providing the wire transfers. The Trustee shall perform a telephonic verification to the Plan Administrator, Trust Administrator, or Delegatee, or such other security procedure as selected by the party providing wire transfer directions, prior to wiring funds or following facsimile directions as Trustee may require. The Plan Administrator assumes the risk of delay of transfer if Trustee is unable to reach the Plan Administrator, or in the event of delay as a result of attempts to comply with any other security procedure selected by the directing party.

5.7 Exclusive Benefit

The Assets of an Employer's Agency Account shall be held in trust for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same and shall not be used for or diverted to any other purpose. No party shall have authority to use or divert the Assets of an Agency Account of an Employer for the satisfaction of any other Employer's Pension Obligation or OPEB Obligation or any other Employer's expenses.

5.8 Delegation of Duties

The Plan Administrator, Delegatee, or Trust Administrator, may at any time retain the Trustee as its agent to perform any act, keep any records or accounts and make any computations that are required of the Plan Administrator, Delegatee or Trust Administrator by this Trust Agreement or by the Plan. The Trustee may be compensated for such retention and such retention shall not be deemed to be contrary to this Trust Agreement.

5.9 Distributions

(a) The Trustee shall, from time to time, upon the written direction of the Plan Administrator or Delegatee, make distributions from the Assets of the Trust under the OPEB Account to the insurers, third party administrators, service providers or other entities providing benefits or services under the OPEB Plan, or to Eligible Employees and Eligible Beneficiaries for reimbursement of OPEB Plan premiums (or other payments for OPEB Plan benefits) paid by the Eligible Employee or Eligible Beneficiary, or to the Employer for reimbursement of OPEB Plan benefits and expenses paid by the Employer, in such manner in such form(s), in such amounts and for such purposes as may be specified in such directions.

(b) In addition, the Trustee shall, from time to time, upon the written direction of the Plan Administrator or Delegatee, make distributions from the Assets of the Trust under the Pension Account directly to (i) the Qualified Trust as employer contributions, (ii) any insurers, third party administrators, service providers or other entities providing services in connection with determining the Employer's Pension Obligation, or (iii) the Employer as reimbursement for the Employer's payment of amounts described in this Section 5.9(b)(i) and (ii).

(c) In no event shall the Trustee have any responsibility respecting the application of distributions from the Assets of the Trust, or for determining or inquiring into whether such distributions are in accordance with the Employer's OPEB Plan, Pension Plan, policies, or applicable collective bargaining agreements.

ARTICLE VI

FIDUCIARY RESPONSIBILITIES

6.1 More Than One Fiduciary Capacity

Any one or more of the fiduciaries with respect to the Trust Agreement or the Trust may, to the extent required thereby or as directed by the Plan Administrator pursuant to this Trust Agreement, serve in more than one fiduciary capacity with respect to the Trust Agreement and the Trust.

6.2 Fiduciary Discharge of Duties

Except as otherwise provided by applicable law, each fiduciary shall discharge such fiduciary's duties with respect to the Trust Agreement and the Trust:

(a) solely in the interest of the Eligible Employees and for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same; and

(b) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

6.3 Limitations on Fiduciary Responsibility

To the extent allowed by the laws of the state of each Employer:

No fiduciary shall be liable with respect to a breach of fiduciary duty by any other fiduciary if such breach was committed before such party became a fiduciary or after such party ceased to be a fiduciary.

No fiduciary shall be liable for a breach by another fiduciary except as provided by law.

No fiduciary shall be liable for carrying out a proper direction from another fiduciary, including refraining from taking an action in the absence of a proper direction from the other fiduciary possessing the authority and responsibility to make such a direction, which direction the fiduciary in good faith believes to be authorized and appropriate.

6.4 Indemnification of Trustee by Employer

The Trustee shall not be liable for, and Employer shall (to the extent allowed by the laws of the state of each Employer) indemnify, defend (as set out in Section 6.8 of this Trust Agreement), and hold the Trustee (including its officers, agents, employees and attorneys) and other Employers harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Employer's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

6.5 Indemnification of Employer by Trustee

The Employer shall not be liable for, and Trustee shall (to the extent allowed by the laws of the state of each Employer) indemnify, defend (as set out in Section 6.8 of this Trust Agreement), and hold the Employer (including its officers, agents, employees and attorneys) and other Employers harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trustee's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

6.6 Indemnification of Trustee by Trust Administrator

The Trustee shall not be liable for, and Trust Administrator shall (to the extent allowed by the laws of the state of each Employer) indemnify and hold the Trustee (including its officers, agents, employees and attorneys) harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trust Administrator's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

6.7 Indemnification of Trust Administrator by Trustee

The Trust Administrator shall not be liable for, and Trustee shall (to the extent allowed by the laws of the state of each Employer) indemnify and hold the Trust

Administrator (including its officers, agents, employees and attorneys) harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trustee's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

6.8 Indemnification Procedures

Promptly after receipt by an indemnified party of notice or receipt of a claim or the commencement of any action for which indemnification may be sought, the indemnified party will notify the indemnifying party in writing of the receipt or commencement thereof. When the indemnifying party has agreed to provide a defense as set out above that party shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to such indemnitee) and the payment of expenses, insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the indemnifying party. Any indemnified party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the indemnifying party unless (i) the employment of such counsel has been specifically authorized by the indemnifying party or (ii) the named parties to any such action (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. The indemnifying party shall not be liable to indemnify any person for any settlement of any such action effected without the indemnifying party's consent. The indemnification procedures of this Trust Agreement shall survive the termination of the Trust, any Employer's participation in the Trust and/or this Trust Agreement.

6.9 No Joint and Several Liability

This document is not intended to and does not create any joint powers agreement or any joint and several liability. No Employer shall be responsible for any contributions, costs or distributions of any other Employer.

ARTICLE VII

AMENDMENT, TERMINATION AND MERGER

7.1 No Contractual Obligation

An Employer's participation in the Trust does not create, and is not intended to create, any contractual obligation to Eligible Employees. Therefore, no Employer is contractually obligated to Eligible Employees solely due to its participation in

the Trust to continue providing benefits under its Pension Plan or OPEB Plan or to make contributions to the Trust.

7.2 Amendment of Trust

(a) The Trust Agreement may be amended only by the approval of two-thirds (2/3) or more of the Employers then participating in the Trust. Any such amendment by the Employers shall be set forth in an instrument in writing and shall be delivered to the Trustee, the Trust Administrator and all Plan Administrators not less than one hundred and eighty (180) days before the effective date of such amendment; provided, however, that any party may waive in writing such 180-day requirement with respect to any amendment (and such waiver shall not constitute a waiver with respect to any other amendment); and provided, further, that a waiver in writing of such 180-day requirement by two-thirds (2/3) or more of the Plan Administrators of the Employers participating in the Trust as of the date the amendment is adopted shall constitute a waiver of such 180-day requirement by all of the Employers then participating in the Trust. In addition, the Trust Administrator or the Trustee shall have the right to amend this Trust Agreement from time to time (without the requirement of a vote of Employers) solely for the purpose of keeping the Trust Agreement in compliance with the Code and applicable state law. Any such amendment by the Trust Administrator or the Trustee shall be set forth in an instrument in writing and shall be delivered to the Trustee, the Trust Administrator and all Plan Administrators promptly as each is made.

(b) Any amendment of the Trust Agreement may be current, retroactive or prospective, provided, however, that no amendment shall:

(1) Cause the Assets of any Agency Account to be used for or diverted to purposes other than for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same.

(2) Permit the Assets of any Agency Account to be used for the benefit of any other Employer.

7.3 Termination of Employer's Obligation to Provide Pension Benefits or OPEB

A termination of the Employer's obligation to provide benefits under the Employer's Pension Plan or OPEB Plan for which the Employer's Agency Account was established shall not, in itself, effect a termination of the Agency Account. Upon a termination of the Employer's obligation to provide benefits under its Pension Plan or OPEB Plan, the Assets of the Employer's Pension Account or OPEB Account, as applicable, will be distributed by the Trustee when directed by the Plan Administrator in accordance with this Section 7.3. From and after the date of such termination and until final distribution of all Assets under the Employer's Agency Account, the Trustee shall continue to have all the powers

provided herein as are necessary or expedient for the orderly liquidation and distribution of such Assets, and the Agency Account shall continue until the Assets have been completely distributed. Any Assets remaining in the Pension Account or OPEB Account will be used first to satisfy any remaining Pension Obligation or OPEB Obligation, respectively, pursuant to the Employer's Pension Plan or OPEB Plan (to the extent that such distribution constitutes the exercise of an "essential governmental function" within the meaning of Section 115 of the Code) and to satisfy any of such Employer's obligations under this Trust Agreement. Any Assets remaining in the Employer's Pension Account or OPEB Account (as applicable) after giving effect to the preceding sentence will be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

7.4 Fund Recovery Based on Mistake of Fact

Except as hereinafter provided or in accordance with Section 7.3, the Assets of the Trust shall never inure to the benefit of the Employer. The Assets shall be held for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same. However, in the case of a contribution which is made by an Employer because of a mistake of fact, that portion of the contribution relating to the mistake of fact (exclusive of any earnings or losses attributable thereto) may be returned to the Employer, provided such return occurs within two (2) years after discovery by the Employer of the mistake. If any repayment is payable to the Employer, then, as a condition to such repayment, and only if requested by Trustee, the Employer shall execute, acknowledge and deliver to the Trustee its written undertaking, in a form satisfactory to the Trustee, to indemnify, defend and hold the Trustee harmless from all claims, actions, demands or liabilities arising in connection with such repayment.

7.5 Termination of Trust

(a) The Trust and this Trust Agreement may be terminated by the unanimous agreement of all Employers, which action must be in writing and delivered to the Trustee and Trust Administrator. Upon termination of the Trust under this Section 7.5(a), the Assets of each Employer's Pension Account or OPEB Account, as applicable, will be distributed by the Trustee when directed by the Plan Administrator in accordance with this Section 7.5(a). From and after the date of such termination and until final distribution of all Assets under each Employer's Agency Account, the Trustee shall continue to have all the powers provided herein as are necessary or expedient for the orderly liquidation and distribution of such Assets, and the Agency Account shall continue until the Assets have been completely distributed. Any Assets remaining in the Pension Account or OPEB Account will be used first to satisfy any remaining Pension Obligation or OPEB Obligation, respectively, pursuant to the Employer's Pension Plan and OPEB Plan (to the extent that such distribution constitutes the exercise of an "essential governmental function" within the meaning of Section 115 of the Code) and to

satisfy any of such Employer's obligations under this Trust Agreement. Any Assets remaining in the Employer's Pension Account or OPEB Account (as applicable) after giving effect to the preceding sentence will be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

(b) Contributions to the Trust are conditioned on initial qualification of the Trust under Section 115 of the Code. If the Trust receives an adverse determination with respect to its initial qualification, then the Trust and this Trust Agreement will automatically terminate without any action by any Employer or other parties. After such termination, the Assets of each Employer's Pension Account or OPEB Account, as applicable, will be returned by the Trustee to the Employer as directed by the Plan Administrator in accordance with this Section 7.5(b) to the extent permitted by law and consistent with the requirements of Section 115 of the Code. This Section 7.5(b) will cease to apply upon the Trust's receipt of a favorable determination with respect to its initial qualification.

(c) The Trust and this Trust Agreement may be terminated only as described in this Section 7.5. In no case will the assets of the Trust be distributed on termination to an entity that is not a state, a political subdivision of a state or an entity the income of which is excluded from gross income under Section 115 of the Code.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Nonalienation

Eligible Employees do not have an interest in the Trust. Accordingly, the Trust shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of an Eligible Employee or any other party. Trust Assets shall not be subject to the claims of any Employer or the claims of its creditors.

8.2 Saving Clause

In the event any provision of this Trust Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Trust Agreement, but this instrument shall be construed and enforced as if said provision had never been included.

8.3 Applicable Law

This Trust Agreement and the Trust shall be construed, administered and governed under the Code and the law of the State of California. To the extent any

of the provisions of this Trust Agreement are inconsistent with the Code or applicable state law, the provisions of the Code or state law shall control. In the event, however, that any provision is susceptible to more than one interpretation, such interpretation shall be given thereto as is consistent with the Trust Agreement being a tax-exempt trust within the meaning of the Code.

8.4 Joinder of Parties

In any action or other judicial proceedings affecting this Trust Agreement, it shall be necessary to join as parties only the Trustee, the Plan Administrator or Delegatee. No participant or other persons having an interest in the Trust or any Agency Account shall be entitled to any notice or service of process unless otherwise required by law. Any judgment entered in such a proceeding or action shall be binding on all persons claiming under this Trust Agreement; provided, however, that nothing in this Trust Agreement shall be construed as to deprive a participant of such participant's right to seek adjudication of such participant's rights under applicable law.

8.5 Employment of Counsel

The Trustee may consult with legal counsel (who may be counsel for the Trustee, the Trust Administrator or any Employer) with respect to the interpretation of this Agreement or the Trustee's duties hereunder or with respect to any legal proceedings or any questions of law and shall be entitled to take action or not to take action in good faith reliance on the advice of such counsel and charge the Trust and, as applicable, one or more Agency Accounts.

8.6 Gender and Number

Words used in the masculine, feminine or neuter gender shall each be deemed to refer to the other whenever the context so requires; and words used in the singular or plural number shall each be deemed to refer to the other whenever the context so requires.

8.7 Headings

Headings used in this Trust Agreement are inserted for convenience of reference only and any conflict between such headings and the text shall be resolved in favor of the text.

8.8 Counterparts

This Trust Agreement may be executed in an original and any number of counterparts by the Plan Administrator (executing an Adoption Agreement), the Trust Administrator and the Trustee, each of which shall be deemed to be an original of the one and the same instrument.

IN WITNESS WHEREOF, the Plan Administrator (by executing the Adoption Agreement), the Trustee and the Trust Administrator have executed this Trust Agreement by their duly authorized agents on the Effective Date.

U.S. BANK NATIONAL ASSOCIATION

"Trustee"

By: _____
Signature

Susan M. Hughes
Typed or printed name

Its: Vice President & Relationship Manager

PUBLIC AGENCY RETIREMENT SERVICES

"Trust Administrator"

By: _____
Signature

Daniel Johnson
Typed or printed name

Its: President

Attachment C

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

RESOLUTION NO. 20- ____

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF MONTEREY
ACCEPTING THE DELEGATION OF CERTAIN LIMITED PROGRAM ADMINISTRATION DUTIES
WITH REGARD TO THE FORT ORD REUSE AUTHORITY
PARS PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST
ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)

WHEREAS, the Fort Ord Reuse Authority (the "Authority") adopted the Adoption Agreement for the Post-Employment Section 115 Trust ("Adoption Agreement"), effective May 11, 2018, thereby adopting the provisions of that certain Public Agency Post-Employment Benefits Trust Agreement, dated November 4, 2014 ("Trust Agreement"), whereby assets of the Authority are held in trust by U.S. Bank National Association ("Trustee") in a pension account in order to fund the Authority's Pension Plan under the California Public Employees' Retirement System (CalPERS) (the "Section 115 Trust");

WHEREAS, these Authority actions to participate in the Public Agency Retirement Services (PARS) Public Agencies Post-Employment Benefits Trust (the "Program") were for the purpose of prefunding the Authority's pension obligations;

WHEREAS, the Authority entered into an Agreement for Administrative Services (the "PARS Agreement") with Phase II Systems, a California corporation, doing business as Public Agency Retirement Services (PARS), on May 29, 2018, for trust administrative services associated with the Authority's Program;

WHEREAS, as outlined in the PARS Agreement, PARS is compensated for the performance of services pertaining to the Program as described in Exhibit 1A, Services, of the PARS Agreement, and the fees for such Services are remunerated from the Authority's Program assets as set forth in Exhibit 1B, Fees for Services, of the PARS Agreement;

WHEREAS, the Authority dissolved by operation of law on June 30, 2020, pursuant to California Government Code section 67700;

WHEREAS, CalPERS had not made a final determination of the exact amount of Authority's final obligation to CalPERS at the time of the Authority's dissolution, and CalPERS is not expected to make that final determination until approximately 90 days after the Authority dissolution;

WHEREAS, on June 26, 2020, the Board of Directors of the Authority adopted a Transition Plan which provides that "at or before FORA's dissolution, either (a) the County of Monterey will be added as a signatory to the Section 115 Trust account with authority to expend the funds in that account for the purpose of being applied to the satisfaction or reduction of the unfunded pension liability under the CalPERS contract when that amount has been finally determined or (b) FORA will cause the funds in the Section 115 Trust account to be transferred to the County to be held until the amount of the unfunded pension liability under the CalPERS contract has been finally determined, after which all such funds are to be applied to the satisfaction or reduction of the unfunded pension liability under the CalPERS contract";

WHEREAS, prior to the dissolution of the Authority, the Authority executed an agreement with the County of Monterey and Regional Governmental Services Authority ("Fiscal Agreement") whereby the

Authority agreed to "add the County of Monterey as a signatory to the Section 115 Trust account with authority to expend the funds in that account for the purpose of being applied to the satisfaction or reduction of the unfunded pension liability under the CalPERS contract when that amount has been finally determined," and the County agreed to add the County as signatory to the Section 115 Trust account and to release the funds to CalPERS when the amount of the unfunded pension liability has been finally determined;

WHEREAS, prior to dissolution of the Authority and pursuant to the afore-referenced adoption of the Transition Plan and approval of the Fiscal Agreement, the Authority delegated certain limited plan administration duties with regard to the Authority's Program to the County of Monterey (the "County"), effective upon the dissolution of the Authority;

WHEREAS, pursuant to the Transition Plan and the Fiscal Agreement, the County's sole function is to authorize release of the assets held in the Section 115 Trust at such time that CalPERS has finally determined the Authority's obligation to CalPERS and thereafter to take the steps required to close the Authority's account;

WHEREAS, the terms of the existing Program and any agreements associated with trustee and trust administration services shall remain in full force and effect to the extent and only to the extent applicable to County's limited role, until such time that all of the Authority's assets have fully transferred from the Trust to California Public Employees' Retirement System (CalPERS) and the Authority's account closed, with the County to bear no liability for any prior act or failure to act by the Authority; and

WHEREAS, the Authority did not assign the PARS Agreement to the County, and the County does not accept assignment of the PARS Agreement, but the County desires to cooperate with PARS and the Trustee in order to effect the transfer of the Authority's assets from the Section 115 Trust to the California Public Employees' Retirement System and thereafter authorize closure of the Authority's account as previously authorized by the Authority.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board of Supervisors of the County of Monterey hereby accepts the delegation of limited plan administration duties as set forth below with regard to the Fort Ord Reuse Authority's PARS Public Agencies Post-Employment Benefits Trust, effective upon the official dissolution of the Authority as of 12:01 a.m. July 1, 2020, subject to the limitations set forth in this resolution and provided that County assumes no liability or responsibility for any prior act or failure to act by the Authority in regard to any aspect of the Program;

2. The Board of Supervisors hereby appoints the County Administrative Officer, or his/her successor or his/her designee as the County's plan administrator (the "Plan Administrator") for the Authority's Program specifically with respect to authorizing release of the assets held in the Section 115 Trust to CalPERS and closing the Authority's account;

3. The County's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents as necessary for release of the assets held in the Section 115 Trust and closure of the Authority's account, based on delegation by the Authority prior to the Authority's dissolution, but County shall have no responsibility to administer any other aspect of the Program, and County shall have no responsibility or liability for any other action taken by the Authority or failure of the Authority to act relative to the Program ;

4. The County's Plan Administrator is authorized to direct the transfer of assets from the Authority's Program trust account to CalPERS, subject to the applicable provisions of the Trust Agreement;

5. The County's Plan Administrator is further authorized to terminate the Adoption Agreement (Exhibit A to the Trust Agreement), once all the Authority's assets have fully transferred to CalPERS;

6. The County does not assume any of Authority's other duties and obligations stated in the Trust Agreement, Adoption Agreement, or PARS Agreement, including any duty to defend, indemnify, or hold harmless PARS or the Trustee or their agents, employees, or delegates;

7. The County shall have no duty to remit payment directly to PARS or to U.S. Bank N.A. (the "Trustee") for fees associated with the Authority's Program, and PARS and the Trustee will continue to remunerate fees from Program assets until such time that all of the Authority's assets have fully transferred from the trust and the account is closed; and

8. Upon the complete transfer of the Authority's assets to CalPERS and upon receipt of written direction from the County's Plan Administrator to terminate the Adoption Agreement (Exhibit A to the Trust Agreement), PARS will be removed as trust administrator, U.S. Bank N.A. will be removed as trustee, and the Authority's account shall be closed and any agreements associated with Trustee and trust administration services under the Authority's Public Agencies Post-Employment Benefits Trust shall be terminated.

PASSED AND ADOPTED this 22nd day of September 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:
(Government Code 54943)

I, Valerie Ralph, the Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the above foregoing resolution is a true copy of an original resolution by the said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on September 22, 2020.

Dated: September , 2020
File ID: RES 20-
Agenda Item:

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

By: _____
Deputy

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Monterey County

Board Report

Legistar File Number: 20-769

Item No.31

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

September 22, 2020

Introduced: 9/18/2020

Current Status: Addenda/Addendum/Supplemental

Version: 1

Matter Type: General Agenda Item

ADDENDA

Added to 1:30 Scheduled Matters

15.1 a. Consider approval of the revised response to the 2019 - 2020 Monterey County Civil Grand Jury Final Report "Enhancing Public Access to Pesticide Use Information, An Opportunity for the Agricultural Commissioner's Office"; and
b. Direct the County Administrative Officer to file the approved response with the Presiding Judge of the Superior Court, County of Monterey, by September 25, 2020

SUPPLEMENTAL

Removed from Appointments

5. Reappoint Albert Dani to the King City Cemetery Board with a term ending date of July 1, 2024. (Full Board)