

Monterey County

*Monterey County Government Center
Board Chamber
168 W. Alisal St. 1st Floor
Salinas, CA 93901*



Meeting Agenda

Tuesday, May 1, 2012

9:00 AM

Please see separate agendas for the Monterey County Water Resources Agency and Successor Agency to the Redevelopment Agency of the County of Monterey

Board of Supervisors

*Chair Dave Potter - District 5
Vice-Chair Fernando Armenta - District 1
Supervisor Louis R. Calcagno - District 2
Supervisor Simón Salinas - District 3
Supervisor Jane Parker - District 4*

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 rostrum 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: Please complete a Speaker Request Form, available on the rostrum, and submit it to the Clerk of the Board before the commencement of that agenda item. Public comments shall not pertain to matters on the agenda.

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 translation 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 items are live web links. Click on the title to be directed to the corresponding Board Report.

ROLL CALL

Additions and Corrections for Closed Session: 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. The public may comment on Closed Session items prior to the Board's recess to Closed Session.

Closed Session

1. Closed Session under Government Code section 54950, relating to the following items:
 - a. Pursuant to Government Code section 54956.9(a), the Board will confer with legal counsel regarding existing litigation:
 - (1) Jennifer Arcoleo v. County of Monterey, et al. (Monterey County Superior Court case no. M112009)
 - (2) Todd Arcoleo v. County of Monterey, et al. (Monterey County Superior Court case no. M110909)
 - (3) LandWatch Monterey County v. County of Monterey (Monterey County Superior Court case no. M109434)
 - (4) The Open Monterey Project v. Monterey County Board of Supervisors (Monterey County Superior Court case no. M109441)
 - (5) Carmel Valley Association, Inc. v. Board of Supervisors of the County of Monterey (Monterey County Superior Court case no. M109442)
 - (6) Salinas Valley Water Coalition, et al. v. County of Monterey (Monterey County Superior Court case no. M109451)
 - b. Pursuant to Government Code section 54956.9(b), the Board will confer with legal counsel regarding two matters of significant exposure to litigation.
 - c. Pursuant to Government Code sections 54956.9(b) and 54956.9(c), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.
 - d. Pursuant to Government Code section 54957, the Board will provide a performance evaluation for the Natividad Medical Center CEO.

Continuance of Closed Session to be held at the conclusion of the Board's Regular Agenda, or at any other time during the course of the meeting 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 AM Reconvene

ROLL CALL

Pledge of Allegiance

Additions and Corrections

Consent Calendar- (See Supplemental Sheet)

Ceremonial Resolutions

2. Adopt Resolution proclaiming the week of May 20, 2012 through May 26, 2012 as **National Public Works Week**. (Supervisor Potter)

Attachments: [National Public Works Week](#)

3. Adopt Resolution proclaiming May 7, 2012 through May 13, 2012 as **Bike Week in Monterey County**. (Supervisor Potter)

Attachments: [Monterey County Bike Week](#)

4. Adopt Resolution commending **Carla Diane Wright** upon her Selection as the National Steinbeck Center's 2012 Valley of the World Hall of Fame honoree (Supervisor Parker)

Attachments: [FULL BOARD RESO Carla Diane Wright](#)

5. Adopt Resolution commending **David M. Williams** upon his selection as the National Steinbeck Center's 2012 Valley of the World Hall of Fame honoree (Supervisor Parker)

Attachments: [FULL BOARD RESO David M Williams](#)

6. Adopt Resolution honoring *Bob Martin* upon his selection as the National Steinbeck Center's 2012 Valley of the World Ag Leader. (Supervisor Salinas)

Attachments: [Bob Martin Steinbeck 8th Annual Valley of the Worlds](#)

7. Adopt Resolution honoring Daryl Griffith as 2012 Meals on Wheels of the Monterey Peninsula Woman of the Year (Supervisor Potter)

Attachments: [Daryl Griffith Meals on Wheels Woman of the Year 5 1 12 final](#)

8. Adopt Resolution commending Joseph Pezzini upon his selection as the National Steinbeck Center's 2012 Valley of the World Ag Leader Award.
(Supervisor Calcagno)

Attachments: [Joseph Pezzini Valley of the World Ag Leader Award 5 1 12 final](#)

Appointments

9. Appoint Helene Brodrick to the Area Agency on Aging to fill an unexpired term ending January 1, 2013. (Full Board)
10. Reappoint Elizabeth (Liz) Williams to the Monterey County Housing Authority with a term ending May 1, 2015. (Supervisor Salinas)

Other Board Matters

11. Board Comments
12. CAO Comments and Referrals

Attachments: [CAO Referrals List.pdf](#)

13. Public Comment (Limited to 3 minutes per speaker at the discretion of the Chair)

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 statements 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.

ADJOURNMENT

Supplemental Sheet, Consent Calendar

Health and Social Services

14. Authorize the Director of Health or his designee, on behalf of Monterey County, to execute and submit all necessary applications, contracts, payment requests, agreements, documents and amendments thereto for the purposes of securing Local Enforcement Agency Grant funds for Fiscal Year (FY) 2012-13, FY 2013-14, FY 2014-15, FY 2015-16, and FY 2016-17 in amounts not to exceed \$50,000 annually, and to implement and carry out the requirements of AB 939.
15. Adopt Resolution amending Article I.e. of the Monterey County Master Fee Resolution effective July 1, 2012, to add and adjust certain fee categories relating to

oversight and services provided by the Health Department's Environmental Health Bureau pursuant to the attached Fee Schedule.

Attachments: [EH - Resolution Fee Schedule Changes.doc](#)
[Attachment A - Article I e Fee Schedule Clean.doc](#)
[Attachment B - Article I e Fee Schedule Strikethrough.doc](#)

16. a. Authorize the Director of Health to initiate the national public health accreditation application process for the Health Department; and
b. Authorize the Director of Health to submit payment for Year 1 and for four subsequent years upon approval for continuation of accreditation process.

Attachments: [Attachment A - Accrediation.doc](#)

Criminal Justice

17. Approve and Authorize the District Attorney to sign and submit eleven applications, including any extensions or amendments thereof, for continued funding for Fiscal Year (FY) 2012-13 from Federal and State agencies for the District Attorney's Office Victim Assistance Unit and Prosecution Programs.
18. a. Accept the donation of a 2010 Polaris Four Wheel Drive vehicle ("Polaris") from Miller's Towing, located in King City; and
b. Authorize the Sheriff's Office to use the vehicle for the County's Marijuana Eradication Program.

Attachments: [Attachment A](#)

General Government

19. Adopt Resolution to:
a. Enter into an Agreement with the City and County of San Francisco for the distribution of Fiscal Year (FY) 2010 Regional Catastrophic Preparedness Grant Program Funds (RCPG) Grant Funds in an amount not to exceed \$1677.00; and
b. Designate and authorize as Monterey County representative, the Emergency Services Manager to execute the Agreement.

Attachments: [Board Resolution 10 RCPG Grant Agreement 2012](#)
[10 RCPGP MOU Monterey appkp](#)

20. Receive the 2010/11 Annual Report of the Equal Opportunity Advisory Commission.

Attachments: [2010-11 Annual Report](#)

21. a. Authorize the transfer of \$4,410,000 from Capital Projects Fund 402 Appropriation Unit RMA014 to the NGEN Project Fund 405 Appropriation Unit EME002 in order to purchase end user radio equipment for County general fund departments; and

b. Authorize the Auditor / Controller to increase revenue and appropriations in NGEN Project Fund 405 Appropriation Unit EME002 by \$4,608,973.

Attachments: [120501BoardReportAttachment1NGENProjectActivities.doc](#)
[Amendment#1and#2toNGENFundingMOU.pdf](#)
[NGENFundingMOUSigned.pdf](#)

22. Receive and Accept the Treasurer's Report of Investments for the quarter ending March 31, 2012.

Attachments: [Exhibit A - Portfolio Review 03.31.12](#)
[Portfolio Management Report 3.31.12 - Exhibit B](#)
[Quarterly Yield Review 03.31.12-Exhibit C](#)
[Aging Summary 03.31.12 - Exhibit D](#)
[MMF Pie Charts 3.31.12 - Exhibit E](#)

23. a. Consider recommendations from the Legislative Committee to support AB 1858 (Alejo) and SB 1240 (Cannella) School finance: emergency loans: South Monterey County Joint Union High School District; and
b. Receive the action minutes from the January 23, 2012 meeting of the Legislative Committee.

Attachments: [AB 1858 \(+\) \(Alejo\) SMOCo Joint Union HSD loan doc.doc](#)
[SB 1240 \(+\) \(Cannella\) SMOCo Joint Union HSD loan doc.doc](#)
[012312 Action Minutes.doc](#)

24. Authorize the Auditor-Controller to amend the FY 2011-12 Office of Emergency Services CAO005 Budget to increase estimated revenue and appropriation in the amount of \$195,158 (4/5th vote required).

25. Authorize the Auditor-Controller to increase revenue by \$904,000 and appropriations by \$567,000 in the Department of Emergency Communications (EME001) for the purchase of E9-1-1 Customer Premise Equipment (CPE) using state 911 telecommunications funds (4/5th vote required).

Attachments: [LetterFromStateConfirmingFunding2012.pdf](#)

26. a. Authorize the Auditor-Controller or designee to sign a Professional Services Agreement (PSA) in the amount of \$31,500 with American Appraisal Associates, Inc. to inventory and reconcile the County's capital assets data and records
b. Approve a waiver of specific provisions of the County's standard PSA related to indemnity.

Attachments: [AAA Agmt 2012.pdf](#)
[AAA Proposal 2012.pdf](#)
[Exhibit Insurance.pdf](#)

27. Adopt Resolution to approve the Conflict of Interest Code of the Economic Development Department of the County of Monterey
- Attachments:** [Conflict of Interest Code DRAFT Resolution](#)
[Conflict of Interest Code Attachment](#)
28. a. Approve the Side Letter Agreement between the County of Monterey and SEIU Local 521, Unit J regarding Shift Differential;
b. Approve the Side Letter Agreement between the County of Monterey and SEIU Local 521, Unit H regarding Educational Leave; and
c. Approve the Side Letter Agreement between the County of Monterey and SEIU Local 521, Unit J regarding Floating Holiday.
- Attachments:** [Side Letter Agreement regarding Shift Differential.doc](#)
[Side Letter Agreement regarding Educational Leave Hours.doc](#)
29. a. Accept the recommendation of the Monterey County Fish and Game Commission to award four (4) funding grants; and
b. Approve the distribution of Fish and Game grant funds in the amount of \$11,738 for specified grant projects for Fiscal Year 2011-2012.
- Attachments:** [Relevant discussion portion of Draft minutes from Fish and Game Meeting of ap](#)
30. a. Authorize acceptance of the work for the Hyland Drive/El Rancho Way Street Improvement Project in the community of Boronda;
b. Authorize the Director of Economic Development to execute and record the Notice of Completion; and
c. Authorize the release of retention 35 days following the filing of the Notice of Completion and upon approval of the Director of Economic Development.
- Attachments:** [Hyland-El Rancho Project - Relief of Maintenance letter](#)
[Hyland-El Rancho Project - Notice of Completion](#)

RMA- Planning

31. Adopt Resolution to: deny an appeal by Mr. Brian Clark on the behalf of Carmel Rio Road LLC, from the Planning Commission's decision denying Carmel Rio's application for a Combined Development Permit; and deny Carmel Rio's application for a Combined Development Permit consisting of: 1) Standard Subdivision of a 7.92 acre property into 31 Market Rate lots and one Inclusionary Housing lot containing 11 Inclusionary units (2 very low, 5 low and 4 moderate); and 2) Administrative Permit and Design Approval for development in the "D" (Design Control) and "S" (Site Review) Zoning Districts.
(Appeal of denial of a Combined Development Permit - GPZ090004/Carmel Rio Road, LLC, 15 and 26500 Val Verde Drive, Carmel Valley Master Plan)

Attachments: [Exhibit No. 1- Draft Resolution](#)
[Exhibit No. 2- Three E-mail Messages dated March 30, 2012 from Brian Clark](#)

RMA- Public Works

32. a. Award a Contract to Granite Rock Company dba Pavex Construction Division, the lowest responsible bidder, for the construction of the San Juan Road Safety & Overlay Improvements, Federal Aid Project No. HRRRL-5944(092), Contract No. 12-142165, in the amount of \$3,492,725;
- b. Approve the Performance and Payment Bonds executed and provided by Granite Rock Company dba Pavex Construction Division;
- c. Authorize a contingency (not to exceed 10% of the contract amount) to provide funding for approved contract change orders; and
- d. Authorize the Director of Public Works to execute the contract and, subject to the terms of the Public Contract Code, approve change orders to the contract that do not exceed 10% of the original contract amount, and do not significantly change the scope of work.

Attachments: [San Juan overlay Project Budget](#)
[San Juan Overlay Bid Summary](#)
[San Juan Overlay Contract](#)
[San Juan Overlay Location Map](#)

33. a. Amend the Mileage of Maintained County Roads; and
- b. Authorize the Director of Public Works to forward the corrected maps and tabulations to the California Department of Transportation.

Attachments: [04-24-12 Amend Mileage County- Summary Sheet](#)
[04-24-12Amend Mileage County - Spreckels street Additions](#)

34. a. Award a contract to Tombleson, Inc., the lowest responsible and responsive bidder, for the Jail Restroom Renovation - 1410 Natividad Rd, Project No. 8546, Bid Package No. 10345, in the total amount of \$61,875;
- b. Approve the Performance and Payment Bonds executed and provided by Tombleson, Inc.;
- c. Authorize a contingency (not to exceed 10 percent of the contract amount) to provide funding for approved contract change orders; and
- d. Authorize the Director of Public Works to execute the contract and, subject to the terms of the Public Contract Code, approve contract change orders where total change orders do not exceed 10 percent of the original contract amount, and do not significantly alter the scope of the work.

Attachments: [Project Budget for Tombleson Inc-Jail Restroom Renovation -1410 Natividad](#)
[Bid Summary for Tombleson Inc-Jail Restroom Renovation-1410 Natividad](#)
[Agreement for Tombleson Inc-Jail Restroom Renovation-1410 Natividad](#)
[Location Map for Tombleson Inc-Jail Restroom Renovation-1410 Natividad](#)

35. a. Approve Plans and Special Provisions for the Procurement (Delivery and Application) of Asphalt Emulsion for the Seal Coat 2012 Project, Contract No. 13-551327; and
b. Authorize the Department of Public Works to advertise the “Notice to Bidders” in *The Californian* for ten consecutive times, commencing May 4, 2012.

Attachments: [Project Budget Procurement Asphalt Emulsion Seal Coat 2012](#)
[Notice to Bidders Procurement Asphalt Emulsion Seal Coat 2012](#)
[Book 1 Special Provisions Asphalt Emulsion Seal Coat 2012](#)
[Book 2-Special Provisions Asphalt Emulsion Seal Coat 2012](#)
[Location Map Procurement Asphalt Emulsion Seal Coat 2012](#)

36. Introduce, waive the reading, and set May 15, 2012, at 10:30 a.m. as the date and time to consider adoption of an ordinance amending section 12.28.010 of the Monterey County Code to establish no parking at any time on both sides of Harper Canyon Road from its terminus at Toro County Park (M.P. 0.82) northwesterly for a distance of 500 feet, Toro area.

Attachments: [Ordinance Harper Canyon Road](#)
[Location Map Harper Canyon Road](#)
[Proposed Parking Restriction Map Harper Canyon Road](#)

Please wait...



Legislation Details (With Text)

File #: CR 12-023 **Version:** 1 **Name:** National Public Works Week
Type: Ceremonial Resolution **Status:** Agenda Ready
File created: 4/17/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**
Title: Adopt Resolution proclaiming the week of May 20, 2012 through May 26, 2012 as National Public Works Week. (Supervisor Potter)
Sponsors:
Indexes:
Code sections:
Attachments: [National Public Works Week](#)

Date	Ver.	Action By	Action	Result
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Title

Adopt Resolution proclaiming the week of May 20, 2012 through May 26, 2012 as **National Public Works Week**. (Supervisor Potter)

Body

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work that they perform.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Monterey County does hereby proclaim the week of May 20, 2012 through May 26, 2012 as

“NATIONAL PUBLIC WORKS WEEK”

in the County of Monterey, and calls upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions in which public works

officials make every day to our health, safety, comfort, and quality of life.

PASSED AND ADOPTED on this _____ day of _____, 2012 by the following vote, to wit:

AYES:

NOES:

ABSENT:

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

Dated:

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
, Deputy

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

Resolution No.

Adopt Resolution proclaiming the week of
May 20, 2012 through May 26, 2012 as

National Public Works Week

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

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in the County of Monterey, and calls upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions in which public works officials make every day to our health, safety, comfort, and quality of life.

PASSED AND ADOPTED on this _____ day of _____, 2012 by the following vote, to wit:

AYES:

NOES:

ABSENT:

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board

of Supervisors duly made and entered in the minutes thereof of Minute Book____ for the meeting on _____.

Dated:

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
, Deputy



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5841

Legislation Details (With Text)

File #: CR 12-024 **Version:** 1 **Name:** Bike Week
Type: Ceremonial Resolution **Status:** Agenda Ready
File created: 4/17/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**
Title: Adopt Resolution proclaiming May 7, 2012 through May 13, 2012 as Bike Week in Monterey County.
(Supervisor Potter)
Sponsors:
Indexes:
Code sections:
Attachments: [Monterey County Bike Week](#)

Date	Ver.	Action By	Action	Result
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Title

Adopt Resolution proclaiming May 7, 2012 through May 13, 2012 as **Bike Week in Monterey County**.
(Supervisor Potter)

Body

WHEREAS, air pollution and road congestion are two key transportation issues at the national, state, and local levels; and

WHEREAS, the bicycle is an important transportation mode which reduces traffic congestion and air pollution; and

WHEREAS, riding a bicycle has many health-related benefits; and

WHEREAS, setting aside designated days for bicycle use promotes awareness of the bicycle as a viable transportation option - one that is efficient, inexpensive, and enjoyable; and

WHEREAS, the promotion of cleaner air through the use of alternative transportation will be promoted extensively during Clean Air Month, May 2012, in cooperation with the Association for Monterey Bay Area Governments and the Monterey Bay Unified Air Pollution Control District.

NOW, THEREFORE, BE IT RESOLVED that the County of Monterey declares that the week of May 7, 2012 through May 13, 2012 as **Monterey County Bike Week**, and that all local agencies and businesses be called to join in an effort to promote bicycling, either by itself or with walking and transit use, as a viable transportation alternative; and

BE IT FURTHER RESOLVED that the County of Monterey calls upon all residents to examine their transportation mode choices and give consideration to alternative commuting methods such as carpooling, vanpooling, public transit, bicycling, walking, and telecommuting during the month of May 2012.

PASSED AND ADOPTED on this _____ day of _____, 2012 by the following vote, to wit:

AYES:

NOES:

ABSENT:

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

Dated:

Gail T. Borkowski, Clerk of the Board of
Supervisors County of Monterey, State of

California

By _____
, Deputy

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

Resolution No.

Adopt Resolution proclaiming May 7, 2012
through May 13, 2012 as **Bike Week in
Monterey County**

WHEREAS, air pollution and road congestion are two key transportation issues at the national, state, and local levels; and

WHEREAS, the bicycle is an important transportation mode which reduces traffic congestion and air pollution; and

WHEREAS, riding a bicycle has many health-related benefits; and

WHEREAS, setting aside designated days for bicycle use promotes awareness of the bicycle as a viable transportation option – one that is efficient, inexpensive, and enjoyable; and

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BE IT FURTHER RESOLVED that the County of Monterey calls upon all residents to examine their transportation mode choices and give consideration to alternative commuting methods such as carpooling, vanpooling, public transit, bicycling, walking, and telecommuting during the month of May 2012.

PASSED AND ADOPTED on this _____ day of _____, 2012 by the following vote, to wit:

AYES:

NOES:

ABSENT:

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book____ for the meeting on _____.



Legislation Details (With Text)

File #: CR 12-029 **Version:** 1 **Name:** Dane National Steinbeck Ctr Valley of the World
Type: Ceremonial Resolution **Status:** Agenda Ready
File created: 4/23/2012 **In control:** Clerk of the Board
On agenda: 5/1/2012 **Final action:**
Title: Adopt Resolution commending Carla Diane Wright upon her Selection as the National Steinbeck Center's 2012 Valley of the World Hall of Fame honoree (Supervisor Parker)
Sponsors:
Indexes:
Code sections:
Attachments: [FULL BOARD RESO Carla Diane Wright](#)

Date	Ver.	Action By	Action	Result
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Title

Adopt Resolution commending **Carla Diane Wright** upon her Selection as the National Steinbeck Center's 2012 Valley of the World Hall of Fame honoree (Supervisor Parker)

Body

WHEREAS, Carla Diane Wright is a graduate of Seaside High School, and she attended and obtained her degree and life time teaching credential from The University of the Pacific;

WHEREAS, Carla Diane Wright is a teacher at Ord Terrace Elementary School in the Monterey Peninsula Unified School District, and has been a member of its faculty for 33 years;

WHEREAS, Carla Diane Wright's unique presentation style incorporates a major part of her personality and interests into learning and is also designed to make learning fun. Her classroom environment is exciting, colorful, and student oriented, however students are expected to abide by set standards, but are given much support, nurturing care, and positive reinforcement;

WHEREAS, Carla Diane Wright has dedicated herself to enriching her students' education by incorporating agriculture into her class curriculum, perhaps her embracement of the agriculture community stems from her personal curiosity and willingness to experience new perspectives and cultures after growing up as an "army brat" overseas;

WHEREAS, Carla Diane Wright has furthered her personal knowledge of agriculture as a member of Class XIII Agriculture Seminar for Educators, and shares her knowledge and expertise of using agriculture themes for instruction, at the state wide level, by presenting at regional and state teacher conferences;

WHEREAS, Carla Diane Wright is an advocate for agricultural literacy and awareness and annually takes a strong leadership role in structuring and facilitating Monterey County Agricultural Education, Inc "Farm Day Experience"; and

WHEREAS, Carla Diane Wright outside accomplishments include recognition, by the Seaside Kiwanis Club as an outstanding teacher, teaching drama for the Peninsula Lyceum, serving as a Board member of the Monterey “Big Buddy” program, 1994 Lou Flagg Award for Excellence in Teaching presented by Lori and Lou Flagg Memorial Youth Fund of the Community Foundation for Monterey County, 2003 California Foundation for Agriculture In The Classroom Outstanding Educator, 2003 Excellence in Teaching About Agriculture A National Awards Program presented by United States Department of Agriculture, Agriculture in the Classroom and Agriculture In The Classroom Consortium, 2002-2008 serving as Board member for Monterey County Agriculture Education, Inc., The Spirit of Agriculture 2010 presented by Monterey County Agriculture Education, Inc., and she has also received Resolutions of Commendations from State Senator Henry J. Mello, Monterey County Board of Supervisors, The Honorable Bruce McPherson, and Monterey County Board of Education.

NOW, THEREFORE BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of the County and all citizens thereof, congratulates **Carla Diane Wright** on her selection as the National Steinbeck Center’s 2012 Valley of the World Hall of Fame honoree, and wishes her continued success in all of her future endeavors.

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

Resolution No.

Adopt Resolution commending **Carla Diane Wright** upon her
Selection as the National Steinbeck Center's
2012 Valley of the World Hall of Fame honoree.

WHEREAS, Carla Diane Wright is a graduate of Seaside High School, and she attended and obtained her degree and life time teaching credential from The University of the Pacific;

WHEREAS, Carla Diane Wright is a teacher at Ord Terrace Elementary School in the Monterey Peninsula Unified School District, and has been a member of its faculty for 33 years;

WHEREAS, Carla Diane Wright's unique presentation style incorporates a major part of her personality and interests into learning and is also designed to make learning fun. Her classroom environment is exciting, colorful, and student oriented, however students are expected to abide by set standards, but are given much support, nurturing care, and positive reinforcement;

WHEREAS, Carla Diane Wright has dedicated herself to enriching her students' education by incorporating agriculture into her class curriculum, perhaps her embracement of the agriculture community stems from her personal curiosity and willingness to experience new perspectives and cultures after growing up as an "army brat" overseas;

WHEREAS, Carla Diane Wright has furthered her personal knowledge of agriculture as a member of Class XIII Agriculture Seminar for Educators, and shares her knowledge and expertise of using agriculture themes for instruction, at the state wide level, by presenting at regional and state teacher conferences;

WHEREAS, Carla Diane Wright is an advocate for agricultural literacy and awareness and annually takes a strong leadership role in structuring and facilitating Monterey County Agricultural Education, Inc "Farm Day Experience"; and

WHEREAS, Carla Diane Wright outside accomplishments include recognition, by the Seaside Kiwanis Club as an outstanding teacher, teaching drama for the Peninsula Lyceum, serving as a Board member of the Monterey "Big Buddy" program, 1994 Lou Flagg Award for Excellence in Teaching presented by Lori and Lou Flagg Memorial Youth Fund of the Community Foundation for Monterey County, 2003 California Foundation for Agriculture In The Classroom Outstanding Educator, 2003 Excellence in Teaching About Agriculture A National Awards Program presented by United States Department of Agriculture, Agriculture in the Classroom and Agriculture In The Classroom Consortium, 2002-2008 serving as Board member for Monterey

County Agriculture Education, Inc., The Spirit of Agriculture 2010 presented by Monterey County Agriculture Education, Inc., and she has also received Resolutions of Commendations from State Senator Henry J. Mello, Monterey County Board of Supervisors, The Honorable Bruce McPherson, and Monterey County Board of Education.

NOW, THEREFORE BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of the County and all citizens thereof, congratulates **Carla Diane Wright** on her selection as the National Steinbeck Center's 2012 Valley of the World Hall of Fame honoree, and wishes her continued success in all of her future endeavors.



Legislation Details (With Text)

File #: CR 12-031 **Version:** 1 **Name:** Williams National Steinbeck Valley of the World
Type: Ceremonial Resolution **Status:** Agenda Ready
File created: 4/24/2012 **In control:** Clerk of the Board
On agenda: 5/1/2012 **Final action:**
Title: Adopt Resolution commending David M. Williams upon his selection as the National Steinbeck Center's 2012 Valley of the World Hall of Fame honoree (Supervisor Parker)
Sponsors:
Indexes:
Code sections:
Attachments: [FULL BOARD RESO David M Williams](#)

Date	Ver.	Action By	Action	Result
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Title

Adopt Resolution commending **David M. Williams** upon his selection as the National Steinbeck Center's 2012 Valley of the World Hall of Fame honoree (Supervisor Parker)

Body

WHEREAS, David M. Williams grew up on a citrus ranch in Rialto, California where he learned the fundamentals of farming from his father, who was an outstanding citrus grower;

WHEREAS, after graduating in 1942 with a degree in Soil Science and Plant Nutrition, **David M. Williams** began work with University of California Agricultural Extension Service as an Assistant Farm Advisor;

WHEREAS, David M. Williams served in the US Army, 34th Infantry, participating in three island landings in the Philippines, and after being wounded, was re-assigned to an Army farm, managed by Colonel Seabrook, that raised fresh vegetables for the Army and Navy;

WHEREAS, David M. Williams accepted a job with Growers Ice and Development Company in 1946 where he conducted research projects including trials on sprinkler irrigation, fertilizer, and lettuce thinning;

WHEREAS, in 1947 **David M. Williams** married Margaret Prausa and together they raised six children;

WHEREAS, David M. Williams later managed a cattle ranch in Oregon, then moved to New Jersey where he worked for Seabrook Farms under Dr. Thornthwaite, a climatologist, preparing planting schedules utilizing a growth index method developed by Thornthwaite;

WHEREAS, In 1952, **David M. Williams** , accepted a position as an agricultural advisor with Bruce Church Inc (BCI) until 1953 when he was appointed Production Manager and, despite skepticism from others in the industry, implemented sprinkler irrigation for improved germination of lettuce seed and crop stand in the Salinas Valley. In time, other growers adopted the system and in 1960's he supervised the commercial use of

sprinklers for lettuce germination in Imperial Valley;

WHEREAS, Over the years **David M. Williams** worked for BCI, he contributed to the development of the White Wing and Parker Ranches, the development of improved lettuce wrap film, the establishment of BC Seeds, the organization of a Research and Development department, the selection of several new lettuce varieties with BC Seeds, and the management of the BCI cattle and horse ranch;

WHEREAS, **David M. Williams's** leadership role with the introduction of the Lettuce Mosaic Virus (LMV) control procedures was a vital contribution to the lettuce industry. He served as Chair of the Grower Shipper Association LMV control committee until 1974, demonstrating cooperative work between industry members, university plant pathologists, and farm advisors;

WHEREAS, in 1975 **David M. Williams** formed Eagle Research and Development Inc (ERDI) a business that built and patented a variety of specialized pieces of equipment for BCI and conducted numerous projects for the Iceberg Lettuce Research Board including carton design, temperature management in lettuce loads, and russet spotting control in lettuce; and

WHEREAS, **David M. Williams** has devoted his lifetime to further agricultural research for the benefit of the industry.

NOW, THEREFORE BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of the County and all citizens thereof, congratulates **David M. Williams** on his selection as the National Steinbeck Center's 2012 Valley of the World Hall of Fame honoree, and wishes him continued success in all of his future endeavors.

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

Resolution No.

Adopt Resolution commending **David M. Williams** upon his selection as the National Steinbeck Center's 2012 Valley of the World Hall of Fame honoree

WHEREAS, David M. Williams grew up on a citrus ranch in Rialto, California where he learned the fundamentals of farming from his father, who was an outstanding citrus grower;

WHEREAS, after graduating in 1942 with a degree in Soil Science and Plant Nutrition, **David M. Williams** began work with University of California Agricultural Extension Service as an Assistant Farm Advisor;

WHEREAS, David M. Williams served in the US Army, 34th Infantry, participating in three island landings in the Philippines, and after being wounded, was re-assigned to an Army farm, managed by Colonel Seabrook, that raised fresh vegetables for the Army and Navy;

WHEREAS, David M. Williams accepted a job with Growers Ice and Development Company in 1946 where he conducted research projects including trials on sprinkler irrigation, fertilizer, and lettuce thinning;

WHEREAS, in 1947 **David M. Williams** married Margaret Prausa and together they raised six children;

WHEREAS, David M. Williams later managed a cattle ranch in Oregon, then moved to New Jersey where he worked for Seabrook Farms under Dr. Thornthwaite, a climatologist, preparing planting schedules utilizing a growth index method developed by Thornthwaite;

WHEREAS, In 1952, **David M. Williams,** accepted a position as an agricultural advisor with Bruce Church Inc (BCI) until 1953 when he was appointed Production Manager and, despite skepticism from others in the industry, implemented sprinkler irrigation for improved germination of lettuce seed and crop stand in the Salinas Valley. In time, other growers adopted the system and in 1960's he supervised the commercial use of sprinklers for lettuce germination in Imperial Valley;

WHEREAS, Over the years **David M. Williams** worked for BCI, he contributed to the development of the White Wing and Parker Ranches, the development of improved lettuce wrap film, the establishment of BC Seeds, the organization of a Research and Development department, the selection of several new lettuce varieties with BC Seeds, and the management of the BCI cattle and horse ranch;

WHEREAS, David M. Williams's leadership role with the introduction of the Lettuce Mosaic Virus (LMV) control procedures was a vital contribution to the lettuce industry. He served as Chair of the Grower Shipper Association LMV control committee until 1974, demonstrating cooperative work between industry members, university plant pathologists, and farm advisors;

WHEREAS, in 1975 **David M. Williams** formed Eagle Research and Development Inc (ERDI) a business that built and patented a variety of specialized pieces of equipment for BCI and conducted numerous projects for the Iceberg Lettuce Research Board including carton design, temperature management in lettuce loads, and russet spotting control in lettuce; and

WHEREAS, David M. Williams has devoted his lifetime to further agricultural research for the benefit of the industry.

NOW, THEREFORE BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of the County and all citizens thereof, congratulates **David M. Williams** on his selection as the National Steinbeck Center's 2012 Valley of the World Hall of Fame honoree, and wishes him continued success in all of his future endeavors.



Legislation Details (With Text)

File #: CR 12-026 **Version:** 1 **Name:** Martin National Steinbeck Ctr. Valley of the World
Type: Ceremonial Resolution **Status:** Agenda Ready
File created: 4/23/2012 **In control:** Clerk of the Board
On agenda: 5/1/2012 **Final action:**
Title: Adopt Resolution honoring Bob Martin upon his selection as the National Steinbeck Center’s 2012 Valley of the World Ag Leader. (Supervisor Salinas)
Sponsors:
Indexes:
Code sections:
Attachments: [Bob Martin Steinbeck 8th Annual Valley of the Worlds](#)

Date	Ver.	Action By	Action	Result
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Title

Adopt Resolution honoring *Bob Martin* upon his selection as the National Steinbeck Center’s 2012 Valley of the World Ag Leader. (Supervisor Salinas)

Body

WHEREAS, *Bob Martin* a native of King City has been married to his loving wife Rita for over 40 years, he is the proud father and grandfather of three children and four grandchildren; and

WHEREAS, *Bob Martin* graduated from King City High School, he went on to attend Cal Poly San Luis Obispo and earned a degree in Crop Science; and

WHEREAS, *Bob Martin* was raised in a farming family, he has been actively involved with the Gill family farming operations for over 30 years as the General Manager of Rio Farms in King City where he grows and contracts onions for Rio Farms’ sister company, Gills Onions; and

WHEREAS, *Bob Martin* is passionate about matters concerning the agriculture industry; and has been encouraged to advocate for the industry by his contemporaries; and

WHEREAS, *Bob Martin* has been involved and committed to the community, some of his previous volunteer roles include membership in the King City Fire Department, President of the Monterey County Farm Bureau, Charter Member of the King City Young Farmers, Chair of the Hartnell College President’s Ag Steering Committee, Member of the Monterey County Nitrate Technical Advisory Committee, and Member of the Regional Water Quality Board Ag Water Discharge Waiver Panel; and

WHEREAS, *Bob Martin* contributes his time and energy to local organizations, such as the Salinas River Channel Coalition, Salinas Valley Fair Heritage Foundation, Hartnell College Foundation, Hartnell College Food Safety Committee, and the California Leafy Greens Technical Advisory Committee; he also serves as the Chief Executive Officer of the King City Young Farmers Foundation, Chair of the Monterey County Ag Water Advisory Committee, and sits on the Boards of Central Coast Water Quality Preservation, Inc., Grower-Shipper Association of Central California, and Chairs the King City High School Ag Advisory Committee; and

WHEREAS, **Bob Martin** was honored as the 1997 King City Chamber of Commerce Citizen of the Year and the 2008 recipient Salinas Valley Chamber of Commerce Ag Leadership Award.

NOW, THEREFORE BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of the County and all citizens thereof, congratulates **Bob Martin** upon his selection as the **National Steinbeck Center's 2012 Valley of the World Ag Leader**, and wishes him continued success in all of his future endeavors.

PASSED AND ADOPTED on the ____ day of _____, 2012, upon the motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Gail Borkowski, Clerk to 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:

Gail Borkowski, Clerk to the Board of Supervisors, County of Monterey, State of California.

By _____ Deputy

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

Resolution

Adopt Resolution honoring ***Bob Martin***

Upon his selection as the **National Steinbeck
Center's 2012 Valley of the World Ag Leader**

WHEREAS, *Bob Martin* a native of King City has been married to his loving wife Rita for over 40 years, he is the proud father and grandfather of three children and four grandchildren; and

WHEREAS, *Bob Martin* graduated from King City High School, he went on to attend Cal Poly San Luis Obispo and earned a degree in Crop Science; and

WHEREAS, *Bob Martin* was raised in a farming family, he has been actively involved with the Gill family farming operations for over 30 years as the General Manager of Rio Farms in King City where he grows and contracts onions for Rio Farms' sister company, Gills Onions; and

WHEREAS, *Bob Martin* is passionate about matters concerning the agriculture industry; and has been encouraged to advocate for the industry by his contemporaries; and

WHEREAS, *Bob Martin* has been involved and committed to the community, some of his previous volunteer roles include membership in the King City Fire Department, President of the Monterey County Farm Bureau, Charter Member of the King City Young Farmers, Chair of the Hartnell College President's Ag Steering Committee, Member of the Monterey County Nitrate Technical Advisory Committee, and Member of the Regional Water Quality Board Ag Water Discharge Waiver Panel; and

WHEREAS, *Bob Martin* contributes his time and energy to local organizations, such as the Salinas River Channel Coalition, Salinas Valley Fair Heritage Foundation, Hartnell College Foundation, Hartnell College Food Safety Committee, and the California Leafy Greens Technical Advisory Committee; he also serves as the Chief Executive Officer of the King City Young Farmers Foundation, Chair of the Monterey County Ag Water Advisory Committee, and sits on the Boards of Central Coast Water Quality Preservation, Inc., Grower-Shipper Association of Central California, and Chairs the King City High School Ag Advisory Committee; and

WHEREAS, *Bob Martin* was honored as the 1997 King City Chamber of Commerce Citizen of the Year and the 2008 recipient Salinas Valley Chamber of Commerce Ag Leadership Award.

NOW, THEREFORE BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of the County and all citizens thereof, congratulates ***Bob Martin*** upon his selection as the **National Steinbeck Center's 2012 Valley of the World Ag Leader**, and wishes him continued success in all of his future endeavors.

PASSED AND ADOPTED on the ____ day of _____, 2012, upon the motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Gail Borkowski, Clerk to 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:

Gail Borkowski, Clerk to the Board of
Supervisors, County of Monterey,
State of California.

By_____

Deputy

WHEREAS, Daryl Griffith visited San Francisco and Carmel in the 70's and returned many times over the years. In the late 90's she was ready for another adventure and felt the allure of the Pacific Coast beckoning her to head west; and

WHEREAS, Daryl Griffith currently resides in Pacific Grove and lends her talents to the Pebble Beach Company as the Director of Catering at the Lodge at Pebble Beach; and

WHEREAS, Daryl Griffith serves on various boards and committees including; The American Institute of Food and Wine Board of Directors, Les Dames d'Escoffier Board of Directors and Les Toques Blanches; and

WHEREAS, Daryl Griffith also volunteers for various charitable organizations; Meals on Wheels of the Monterey Peninsula - Culinary Classique, Susan B. Komen Foundation and United Way of Monterey County.

NOW, THEREFORE BE IT RESOLVED that the Monterey County Board of Supervisors and all citizens therefore hereby congratulate **Daryl Griffith** on being honored at the 5th Annual Meals on Wheels of the Monterey Peninsula "Women Who Care" campaign and luncheon on May 6th 2012, as the 2012 Woman of the Year and wishes her continued peace and happiness in all her future endeavors.

PASSED AND ADOPTED on this _____ day of _____, 2012 by the following vote, to wit:

AYES:
NOES:
ABSENT:

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

l:

Gayle Borkowski, Clerk of the Board of Supervisors, County of Monterey, State of California.

By _____
Deputy

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

Resolution No.

Adopt Resolution honoring **Daryl Griffith** as
2012 Meals on Wheels of the Monterey Peninsula
Woman of the Year

WHEREAS, Daryl Griffith has devoted her skills, time and energy as a long time community volunteer and is being honored as the 2012 Woman of the Year by Meals on Wheels of the Monterey Peninsula; and

WHEREAS, Daryl Griffith, a native of Boston, Massachusetts, spent her life growing up in Cape Cod, Mexico and Puerto Pico; and

WHEREAS, Daryl Griffith attended boarding school in Massachusetts, Rollins College in Florida and American University in Washington D.C. followed by a fourteen year career in the airline industry with Eastern Airlines; and

WHEREAS, in 1980, **Daryl Griffith** and her husband Peter, owned and operated the oldest and largest real estate firm on the island of St. John in the U.S. Virgin Islands, Holiday Homes of St. John, as well as St. John Insurance Agency; and

WHEREAS, in 1994 **Daryl Griffith** moved to Santa Fe, New Mexico with her husband where they began breeding quarter horses; and

WHEREAS, influenced by her mother, an artist, and her father, a musician, **Daryl Griffith** counts creativity and her love of music as true blessings in her life; and

WHEREAS, Daryl Griffith designed and painted furniture that was sold in her art gallery in Santa Fe, New Mexico and also operated her own catering company; and

WHEREAS, Daryl Griffith visited San Francisco and Carmel in the 70's and returned many times over the years. In the late 90's she was ready for another adventure and felt the allure of the Pacific Coast beckoning her to head west; and

WHEREAS, Daryl Griffith currently resides in Pacific Grove and lends her talents to the Pebble Beach Company as the Director of Catering at the Lodge at Pebble Beach; and

WHEREAS, Daryl Griffith serves on various boards and committees including; The American Institute of Food and Wine Board of Directors, Les Dames d'Escoffier Board of Directors and Les Toques Blanches; and

WHEREAS, Daryl Griffith also volunteers for various charitable organizations; Meals on Wheels of the Monterey Peninsula – Culinary Classique, Susan B. Komen Foundation and United Way of Monterey County.

NOW, THEREFORE BE IT RESOLVED that the Monterey County Board of Supervisors and all citizens therefore hereby congratulate **Daryl Griffith** on being honored at the 5th Annual Meals on Wheels of the Monterey Peninsula “Women Who Care” campaign and luncheon on

May 6th 2012, as the 2012 Woman of the Year and wishes her continued peace and happiness in all her future endeavors.

PASSED AND ADOPTED on this _____ day of _____, 2012 by the following vote, to wit:

AYES:
NOES:
ABSENT:

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

Dated:

Gayle Borkowski, Clerk of the Board
of Supervisors, County of Monterey,
State of California.

By _____
Deputy

numerous organizations including the Produce Marketing Association, Grower Shipper Association Foundation, Palma School, and the Clinch Endowment of the Catholic Diocese of Monterey; Board Member and Past Chairman of the Advisory Board, California Leafy Green Product Handler Marketing Agreement; Past Chairman of the Board for Ag Against Hunger; Past Treasurer of the Board of ARIEL Theatrical; and California Agricultural Leadership Program, Graduate Class 28; and

WHEREAS, Joseph Pezzini was Chairman of the Board for the Grower Shipper Association in 2006 when the story of the E.coli/spinach crisis brought national news attention. He exercised calmness and stepped forward to give a voice to the farmer and reassured the consumer. Most significantly; however, was Joe’s leadership in the agricultural industry by taking constructive steps for the future; and

WHEREAS, Joseph Pezzini led the foundation of the California Leafy Greens Marketing Agreement, an organization formed to ensure food safety on the farm for the leafy greens industry in California that verifies that lettuce and leafy greens are grown and harvested according to good agricultural practices. This program has become a model in California, duplicated in Arizona and currently the hallmark for the nation; and

WHEREAS, Joseph Pezzini has testified before the U.S. House Committee on Agriculture in Washington D.C. and has been recognized with numerous industry awards; and

WHEREAS, Joseph Pezzini’s many honors include, 2007 Produce Man of the Year, Vance Publishing Corporation; 2007 Agriculture Leader of the Year, Salinas Valley Chamber of Commerce; 2007 Profiles in Leadership Honoree, California Agricultural Leadership Foundation; 2007 Single Step Award, Perishable Pundit; 2008 The Packer Top 25, Vance Publishing Corporation; 2009 Hartnell College Distinguished Alumnus Award; and the 2010 LGMA Golden Check Mark Award; and

WHEREAS, Joseph Pezzini enjoys participating in many forms of endurance type physical activities including marathons and triathlons, while also taking pleasure in hiking and gardening.

WHEREAS, Joseph Pezzini and his wife, Mary, have been married for 26 years and have 2 children, David, 24 and Bess, 20 and have achieved the American dream through hard work, honesty, integrity and dedication.

NOW, THEREFORE BE IT RESOLVED that the Monterey County Board of Supervisors and all citizens thereof hereby congratulates **Joseph Pezzini** as recipient of the National Steinbeck Center’s 2012 Valley of the World Ag Leader Award and wishes him continued peace and happiness in all his future endeavors.

PASSED AND ADOPTED on this _____ day of _____, 2012 by the following vote, to wit:

- AYES:
- NOES:
- ABSENT:

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board Supervisors duly made and entered in the minutes thereof of Minute Book _____, for the year _____.

Gail T. Borkowski, Clerk of the Board of Supervisors, County of Monterey, State of California.

By _____ Deputy

[Copy and paste Resolution Body text only]

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

Resolution No.

Adopt Resolution commending **Joseph Pezzini**
upon his selection as the National Steinbeck Center's
2012 Valley of the World Ag Leader Award

WHEREAS, Joseph Pezzini's roots run deep in the agricultural industry where his father, Angelo Pezzini and grandfather, Joe Pezzini, after arriving in the United States from Italy in the 1920's, first farmed artichokes at the west end of Carmel Valley in 1930 and then moved north to Castroville in 1940; and

WHEREAS, Joseph Pezzini grew up working on the family farm with his brothers and sisters; and

WHEREAS, Joseph Pezzini graduated from Palma High School, attended Hartnell Community College and graduated from U.C Davis in 1981 with a B.S. in Agricultural Science and Management. After graduating from U.C. Davis, Joe went on to earn an MBA from the Agribusiness Institute at the University of Santa Clara in 1983; and

WHEREAS, while attending college **Joseph Pezzini** worked for Ocean Mist Farms and affiliate companies during summer months and seasonal breaks; and

WHEREAS, Joseph Pezzini returned to the Salinas Valley after college in 1983 and accepted a position with Boutonnet Farms as a Ranch Farmer. In 1987, Joe and two partners, Troy Boutonnet and Les Tottino, started Valley Pride, a harvesting company dedicated to harvesting Ocean Mist Farms crops. Joe is president and managing partner of the company; and

WHEREAS, Joseph Pezzini is Vice President of Operations at Ocean Mist Farms where he is responsible for Cooling Operations, Food Safety, Research & Development, Quality Assurance, Human Resources, and Strategic Planning. In addition, Joe accepted the position of Chief Operating Officer of Ocean Mist Farms in February 2009, a position which he takes very seriously and proudly serves; and

WHEREAS, Joseph Pezzini dedicates a great deal of his personal time to the community. He is a board member of numerous organizations including the Produce Marketing Association, Grower Shipper Association Foundation, Palma School, and the Clinch Endowment of the Catholic Diocese of Monterey; Board Member and Past Chairman of the Advisory Board, California Leafy Green Product Handler Marketing Agreement; Past Chairman of the Board for Ag Against Hunger; Past Treasurer of the Board of ARIEL Theatrical; and California Agricultural Leadership Program, Graduate Class 28; and

WHEREAS, Joseph Pezzini was Chairman of the Board for the Grower Shipper Association in 2006 when the story of the E.coli/spinach crisis brought national news attention. He exercised calmness and stepped forward to give a voice to the farmer and reassured the consumer. Most significantly; however, was Joe's leadership in the agricultural industry by taking constructive steps for the future; and

WHEREAS, Joseph Pezzini led the foundation of the California Leafy Greens Marketing Agreement, an organization formed to ensure food safety on the farm for the leafy greens industry in California that verifies that lettuce and leafy greens are grown and harvested according to good agricultural practices. This program has become a model in California, duplicated in Arizona and currently the hallmark for the nation; and

WHEREAS, Joseph Pezzini has testified before the U.S. House Committee on Agriculture in Washington D.C. and has been recognized with numerous industry awards; and

WHEREAS, Joseph Pezzini's many honors include, 2007 Produce Man of the Year, Vance Publishing Corporation; 2007 Agriculture Leader of the Year, Salinas Valley Chamber of Commerce; 2007 Profiles in Leadership Honoree, California Agricultural Leadership Foundation; 2007 Single Step Award, Perishable Pundit; 2008 The Packer Top 25, Vance Publishing Corporation; 2009 Hartnell College Distinguished Alumnus Award; and the 2010 LGMA Golden Check Mark Award; and

WHEREAS, Joseph Pezzini enjoys participating in many forms of endurance type physical activities including marathons and triathlons, while also taking pleasure in hiking and gardening.

WHEREAS, Joseph Pezzini and his wife, Mary, have been married for 26 years and have 2 children, David, 24 and Bess, 20 and have achieved the American dream through hard work, honesty, integrity and dedication.

NOW, THEREFORE BE IT RESOLVED that the Monterey County Board of Supervisors and all citizens thereof hereby congratulates **Joseph Pezzini** as recipient of the National Steinbeck Center's 2012 Valley of the World Ag Leader Award and wishes him continued peace and happiness in all his future endeavors.

PASSED AND ADOPTED on this _____ day of _____, 2012 by the following vote, to wit:

AYES:
NOES:
ABSENT:

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

Dated:

Gayle Borkowski, Clerk of the Board of
Supervisors, County of Monterey,
State of California.

By _____
Deputy



Legislation Details (With Text)

File #: APP 12-011 **Version:** 1 **Name:** Helen Brodrick - Area Agency on Aging Appointment
Type: Appointment **Status:** Appointment
File created: 4/20/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**
Title: Appoint Helene Brodrick to the Area Agency on Aging to fill an unexpired term ending January 1, 2013. (Full Board)
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title
Appoint Helene Brodrick to the Area Agency on Aging to fill an unexpired term ending January 1, 2013. (Full Board)

Body

NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board’s Office Date forwarded to Clerk: April 18, 2012

From: (District or Committee) Area Agency on Aging Advisory Council

Board of Supervisors Meeting Date: May 1, 2012

Name of Board, Commission, or Committee: Area Agency on Aging Advisory Council

Name of Appointee: Helene Brodrick

Check one:

New Term _____

Reappointment _____

Filling a vacant term _____

Filling an unexpired term X _____

(If checked, list who is being replaced, reason and term expiration date below)

Replacing which member: Joey Lasnik - Deceased

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: January 1, 2013



Legislation Details (With Text)

File #: APP 12-012 **Version:** 1 **Name:** Apt. Williams, Housing Authority
Type: Appointment **Status:** Appointment
File created: 4/24/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**
Title: Reappoint Elizabeth (Liz) Williams to the Monterey County Housing Authority with a term ending May 1, 2015. (Supervisor Salinas)
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title

Reappoint Elizabeth (Liz) Williams to the Monterey County Housing Authority with a term ending May 1, 2015. (Supervisor Salinas)

Body

NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board’s Office Date forwarded to Clerk: 04-23-12

From: (District or Committee) District 3, Supervisor Salinas

Board of Supervisors Meeting Date: May 1, 2015

Name of Board, Commission, or Committee:

Monterey County Housing Authority

Name Appointee: Elizabeth (Liz) Williams

Check one:

New Term _____

Reappointment X

Filling a vacant term _____

Filling an unexpired term _____

(if checked, list who is being replaced, reason and term expiration date 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: 05-01-15



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5841

Legislation Details (With Text)

File #: 12-208 **Version:** 1 **Name:** Board Comments 5-15-12
Type: General Agenda **Status:** Other Board Matters
File created: 4/23/2012 **In control:** Board of Supervisors
On agenda: 5/15/2012 **Final action:**
Title: Board Comments

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Board Comments

Body



Monterey County

168 West Alisal Street,
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Legislation Details (With Text)

File #: 12-175 **Version:** 1 **Name:** CAO Referrals 4.24.12
Type: General Agenda **Status:** Other Board Matters
File created: 4/16/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**
Title: CAO Comments and Referrals
Sponsors:
Indexes:
Code sections:
Attachments: [CAO Referrals List.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

CAO Comments and Referrals

Body

Monterey County Board of Supervisors

MEETING:		May 1, 2012 - Other Board Matters	Agenda No.:
SUBJECT:		Receive 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	2010.09	04/13/10	Parker / Armenta	RMA - Public Works	Greenway	5/15/10	<p>Present a resolution to the Board of Supervisors, stating support for the preservation of the jail, which would enable interested groups to seek sources of funding, such as private foundations, that could pay for preservation of this historic building. This would not commit any County funds.</p>	<p>Action on this item was supported by both the Capital Improvement Committee (CIC) and Budget Committee in September 2010. A report was presented to the Board of Supervisors on 10/26/10, and Supervisor Calcagno inquired about the registration status of the AHA group. Since AHA does not have a current active registration in the State of California, this item was tabled and the group was asked to re-activate their membership and notify the County before this item can be moved forward. On 3/9/11, AHA notified the County they had submitted information to the State and will be forwarding to the County. This item was presented on 8/25/11 with an updated status of AHA's efforts to become registered with the State. This item remains pending AHA's successful registration. A memo was provided to the Board on 1/19/12 recommending that this referral be removed. At Supervisor's request, this item is tabled until December 2012. July 2011 6/22/11 5/18/11 4/4/11 10/12/10 10/5/10 August July June 05/15/10</p>	Pending
2	2010.10	4/15/10	Armenta / Parker	Health	Stallworth	5/18/10	<p>Request for review of existing tobacco-related policy, report to the Board about current tobacco control initiatives, and recommendations for Board consideration.</p>	<p>Smoking Pollution Control: County Counsel will be clarifying existing language on County's current Smoking Pollution Control ordinance and present it at the October meeting of the Health & Human Services Committee (H&HSC). Health presented report in December 2010 to the H&HSC. Board of Supervisors adopted ordinance amending Section 10.70.080 and repealing Section 10.70.120 of the County Code relating to indoor smoking restrictions on 8/23/11. This item is noted as complete.</p> <p>Smoke-free Hiring Policy: Health presented to the H&HSC on 2/18/11: (1) additional modifications to the County's Smoking Pollution Control ordinance, (2) update on Smoke-free Hiring Policy. The Committee directed Health to move both items to the Board. Health is working with County Counsel on strategy to seek State waiver supporting Smoke-free Hiring Policy. After further review of potential legal implications of adopting a Smoke-Free Hiring Policy, and based on more recent court rulings and review by County Counsel, the development of a Smoke-Free Hiring Policy for the Health Department and Nativity Medical Center has been suspended. This item is suspended.</p>	Pending

Item #	Brd Ref #	Assignment Date	Referred By	Lead Dept. Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
								<p>Tobacco Retail License (TRL): Health will bring forth the Coalition's priorities from the American Lung Association's Report Card and follow up on the TRL Ordinance. A presentation was made to the Government Review Committee of the Salinas Chamber of Commerce by Health and Salinas Assistant City Attorney. Health will go before the Board for introduction and oral presentation in September 2011. Health Department met with County Counsel to review formatting of TRL ordinance and placement within County Code; with County District Attorney and County Counsel to review options for enforcing the TRL ordinance; with Sun Street Centers and Sunrise House to discuss logistics of conducting Youth Tobacco Purchase Surveys (YTPS); and with Sheriff's Office to discuss development and implementation of the TRL and YTPS. Health and County Counsel will be meeting with County of Santa Cruz Tobacco Control staff at the end of August to hear about their experience and lessons learned from implementing their County and City of Watsonville TRL ordinances.</p> <p>Health staff is working diligently with County Counsel on the development and implementation of the TRL and gave an update to the H&HSC in January 2012. First reading of the TRL Ordinances is scheduled for the Board in May 2012 April March and approval for adoption in May 2012 April.</p>	
3	2010.21	09.21/10	Armenta	MVA/DSES RMA	Griffin	10/19/10	To assign a project team to work on feasibility study for a Veterans' Drop-In Center in Salinas.	An update on this item was provided to the Board on 11/24/10. The project team, as per last update, was assigned and is actively pursuing a site for the Drop-in Center (DIC) in Salinas. 9/27/11 - The California Department of Veterans Affairs (CDVA) Regional Collaborative Coordinator reports no State commitment has been made to date for sustained funding that would permit this project, though initial funding has been secured, to proceed successfully at this point. Continuing efforts will continue to obtain funding necessary to make this a sustainable resource for our veterans.	Pending
4	2010.25	11/30/10	Calcagno	RMA	Young		To keep the Board of Supervisors and the public informed about the progress of two ongoing code enforcement cases: the Big Red Barn on Highway 101 and the Dolan Road Industrial Park on the Elkhorn Slough, provide monthly status reports.	A report on this item was provided on 1/11/11. <u>Dolan Road</u> : On 8/12/11, Loan Exchange Group and the auto yard operators filed a timely appeal of the decision of the administrative law judge in favor of the County. An initial court hearing will take place on 9/28/11, at which time it is expected that a hearing date on the appeal will be set. The owner filed a timely appeal of the administrative decision, and a trial in the Superior Court will take place on 12/5/11. An update was received on 12/1/11. <u>Red Barn</u> : An update on the decision was received on 12/1/11 and will be submitted monthly thereafter until completed. Both matters are currently in litigation. County Counsel will keep the Board informed as appropriate.	Pending
5	2011.02	02/15/11	Parker	RHO Counsel	Cook	4/15/11	To explore the possibility of establishing economic viability standards for approvals of commercial developments exceeding 30,000 square feet.	A meeting was held on 4/20/11 and due to legal questions that needed to be evaluated prior to formulating a policy for Board consideration, County Counsel will need additional time to complete legal review. Coordination of a response with County Counsel and Resource Management Agency is under review. A report on this item is anticipated to be provided in May 2012. April March February January 2012 December 2011 October September August	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept. Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
6	2011.06	08/10/11	Calcagno	RMA	Young	11/15/11	To review the performance and effectiveness of Code Enforcement and the Administrative Law Judge process.	The scope of review now includes other aspects of the Code Enforcement process as well. Draft report due at the end of January. Additional process with stakeholders is needed prior to the presentation to the Board. The matter will go to the Board for presentation in June 2012. March or April 2012 November 2011	Pending
7	2011.07	08/17/11	Parker	RMA Public Works Counsel	Greenway	10/18/11	To propose a County ordinance which supports hiring of local apprentices on county construction projects, supports local apprenticeship training programs, and clarifies the intent of a local hiring rule for county construction projects.	A memo on this item was provided to the Board on 10/19/11. A stakeholders meeting will be scheduled in late April/early May 2012. February 2012 January 2012 December 2011 October	Pending
8	2011.08	08/25/11	Armenta	CAO Public Works	Derr / Greenway		Create a Local Preference Ordinance to assist local economy and utilize local taxes to purchase and hire locally as permitted under State/Federal Laws. Review County of Monterey's 1) Purchasing Process, and 2) Public Works Bid Process, and Contract Process through the exploration of a Local Preference Ordinance(s).	A memo was provided to the Board on 9/14/11 for Part 1: Purchasing Process and is noted complete. Part 2 on this item was submitted by Public Works under a separate report to the Board on 9/28/11. Staff will be scheduling additional stakeholders meetings to present this item. A second stakeholders meeting has been scheduled for 4/30/12. March February 2012 January December 2011 10/11/11	Pending
9	2012.01	02/24/12	Parker	Economic Development	Cook		To facilitate development of the Youth Camp property on Fort Ord for the benefit of Monterey County youth.	A memo on this item is anticipated to be provided to the Board in May 2012. March	Pending
10	2012.02	3/7/2012	Parker	Planning Economic Development	Novo / Cook		To follow through on the Board's 2/14/12 action by ensuring permanent preservation of the Whispering Oaks site through the rezoning and transfer of the property to BLM or the park district for use as open space/recreation.	The item is anticipated to be presented to the Planning Commission in April 2012 to review proposal and forward recommendation to the Board which would then be forwarded to Fort Ord Reuse Authority for consideration. Staff met with Supervisor Parker on 4/4/12 and discussed options. One option discussed, and being currently considered by the referring Supervisor, may take several months to complete.	Pending
11	2012.03	3/16/2012	Armenta	CAO	Birch / Woods		Review of cost analysis of tuition reimbursement for County employees to take advantage of "Growing Our Own".	Staff has reviewed this item and is currently drafting a report to be presented in May 2012. April	Pending

Report prepared by: Mary Zurita, Executive Assistant (CAO)

Dated: April 25, 2012



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5841

Legislation Details (With Text)

File #: 12-209 **Version:** 1 **Name:**
Type: General Agenda **Status:** Other Board Matters
File created: 4/23/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**
Title: Public Comment (Limited to 3 minutes per speaker at the discretion of the Chair)

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 statements 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.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Public Comment (Limited to 3 minutes per speaker at the discretion of the Chair)

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 statements 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.

Body



Legislation Details (With Text)

File #: 12-089 **Version:** 1 **Name:** Local Enforcement Agency Grant
Type: General Agenda **Status:** Consent Agenda
File created: 4/3/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**
Title: Authorize the Director of Health or his designee, on behalf of Monterey County, to execute and submit all necessary applications, contracts, payment requests, agreements, documents and amendments thereto for the purposes of securing Local Enforcement Agency Grant funds for Fiscal Year (FY) 2012-13, FY 2013-14, FY 2014-15, FY 2015-16, and FY 2016-17 in amounts not to exceed \$50,000 annually, and to implement and carry out the requirements of AB 939.
Sponsors: Ray Bullick

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Authorize the Director of Health or his designee, on behalf of Monterey County, to execute and submit all necessary applications, contracts, payment requests, agreements, documents and amendments thereto for the purposes of securing Local Enforcement Agency Grant funds for Fiscal Year (FY) 2012-13, FY 2013-14, FY 2014-15, FY 2015-16, and FY 2016-17 in amounts not to exceed \$50,000 annually, and to implement and carry out the requirements of AB 939.

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Authorize the Director of Health or his designee, on behalf of Monterey County, to execute and submit all necessary applications, contracts, payment requests, agreements, documents and amendments thereto for the purposes of securing Local Enforcement Agency Grant funds for Fiscal Year (FY) 2012-13, FY 2013-14, FY 2014-15, FY 2015-16, and FY 2016-17 in amounts not to exceed \$50,000 annually, and to implement and carry out the requirements of AB 939.

SUMMARY/DISCUSSION:

As the Local Enforcement Agency (LEA), the Environmental Health Bureau enforces state laws and regulations for Monterey County’s local solid waste enforcement program. On January 1, 1990, Assembly Bill 939, The Solid Waste Management Act, became law. The Act obligates LEAs to inspect and permit solid waste facilities in their respective jurisdictions and to continue oversight throughout the closure period for up to 30 years. Given the volume and complexity of these responsibilities, CalRecycle, an agency of California State, has offered annual grant funds to LEAs to offset program costs.

Starting in 1991, the Board of Supervisors passed a resolution each year to authorize the Director of Health to apply for the annual LEA grant. On March 27, 2007, the Board passed a resolution authorizing the Director of Health to submit an LEA grant application each year through the end of FY 2011-12. Environmental Health Bureau now returns to the Board to request authorization for the Director of Health to again submit an LEA grant application each year through the end of FY 2016-17. It is expected that, for FY 2012-13 through FY 2016-17, CalRecycle will approve grant funds of up to \$50,000 yearly for the acquisition of equipment, supplies, training, and technical support to enhance Monterey County's local solid waste enforcement program. The recommended resolution satisfies the State's specific language requirements for the continuing grant resolution for an LEA grant.

OTHER AGENCY INVOLVEMENT:

Both the Monterey Regional Waste Management District and the Salinas Valley Solid Waste Authority are aware that the County receives these funds to help defray the costs associated with regulatory activities at the landfills and other solid waste facilities.

FINANCING:

There is no effect to the General Fund for any fiscal year in which a LEA grant is received. Grant funds have been included in the requested budget for FY 2012-13.

Prepared by: Ted Pinson, Management Analyst, 1297

Approved by: Ray Bullick, Director of Health, 4526



Legislation Details (With Text)

File #: 12-107 **Version:** 1 **Name:** EH Master Fee Schedule Changes
Type: BoS Resolution **Status:** Consent Agenda
File created: 4/4/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**
Title: Adopt Resolution amending Article I.e. of the Monterey County Master Fee Resolution effective July 1, 2012, to add and adjust certain fee categories relating to oversight and services provided by the Health Department’s Environmental Health Bureau pursuant to the attached Fee Schedule
Sponsors: Ray Bullick
Indexes:
Code sections:
Attachments: [EH - Resolution Fee Schedule Changes.pdf](#)
[Attachment A - Article I e Fee Schedule Clean.pdf](#)
[Attachment B - Article I e Fee Schedule Strikethrough.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Adopt Resolution amending Article I.e. of the Monterey County Master Fee Resolution effective July 1, 2012, to add and adjust certain fee categories relating to oversight and services provided by the Health Department’s Environmental Health Bureau pursuant to the attached Fee Schedule.

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve a resolution amending Article I.e. of the Monterey County Master Fee Resolution effective July 1, 2012, to add and adjust certain fee categories relating to oversight and services provided by the Health Department’s Environmental Health Bureau pursuant to the attached Fee Schedule.

SUMMARY:

Environmental Health is proposing amendments to Article I.e. the Master Fee Resolution to add and adjust certain fee categories relating to Environmental Health (EH) oversight and services. The new fee categories and adjustments of existing fees reflect the time analysis and recapture of costs associated with certain inspections, without exceeding the reasonable and actual costs of those services and the benefits received by the recipient.

DISCUSSION:

Time analysis of certain inspection activities by EH staff has shown that the cost of providing the services significantly exceeds the costs that can be recaptured by existing fee categories. Staff made use of accurate daily activity reports, routinely recorded by inspectors throughout the prior year, to analyze time spent completing certain inspection types. The results support the requested adjustments as appropriate.

For these undervalued services, new fee categories are proposed to recover as close to, while not exceeding, 100% of the associated costs of the regulatory service for which the fee is generated. The proposed fees are

only to help recapture costs associated with the specifically related regulatory service for which the fee is imposed, not to supplement the County costs of any non-fee generating services or activities:

- “Permit for construction or repair of OWTS (Onsite Wastewater Treatment Systems) on slopes greater than 20%” (\$1,788.00 each) to be used when the definition is met, instead of “New / replacement conventional OWTS” (\$1,043.00 each)
- “Permit for construction of commercial non-municipal sewage treatment facility with flow less than 10,000 gpd (gallons per day), up to 27 hours” (\$3,576.00 each, plus approved hourly rate above 27 hours) to be used when the definition is met, instead of “New / replacement alternative OWTS” (\$1,788.00 each)
- “Permit for construction of commercial non-municipal sewage treatment facility with flow 10,000 gpd or greater, up to 41 hours” (\$5,364.00 each, plus approved hourly rate above 41 hours) to be used when the definition is met, instead of “New / replacement alternative OWTS” (\$1,788.00 each)
- “Staff witness water well seal placement on Saturday, Sunday or Health Department staff holiday” (\$195.00 each) to be used when the definition is met, in addition to the existing applicable water well construction fee.
- “Body Art Facility Plan Check” (Approved hourly rate; 2 hour minimum each)

Additionally, a change in fee category is required by Assembly Bill 300 (AB 300) which requires that ear piercing facilities be assessed a one-time notification fee of no more than \$45.00 until 2015:

- “Ear Piercing Facility Notification” (\$45.00 each), to replace “Ear Piercing Facility Permit” (\$100.00 each)

Changes in terminology previously used in the Master Fee Resolution are also proposed, but do not affect the associated fees previously approved by the Board.

In reference to Body Art fees, the following changes are proposed to reflect terminology used in AB 300:

- Change “Operator Card” to “Operator Registration”
- Change “Temporary Operator Card” to “Temporary Operator Registration”

In reference to Food Facility permits, the following changes are proposed to reduce the erroneous perception that eating at any particular food facility is “riskier” than another, and to more accurately reflect the frequency of health inspections:

- Change “Risk 1” to “Tier 1” in those fee categories where that term was previously approved
- Change “Risk 2” to “Tier 2” in those fee categories where that term was previously approved
- Change “Risk 3” to “Tier 3” in those fee categories where that term was previously approved

If the requested fee adjustments are approved the new fees would become effective July 1, 2012, and would be reflected in the invoices generated for the Fiscal 2012-13 annual permit renewals cycle and for any payments received for that cycle. The copy of the proposed fee adjustments is on file with the Clerk to the Board.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel has reviewed, and approved as to form and legality, the proposed resolution and amendment to the Monterey County Master Fee Resolution, Article I.e.

FINANCING:

The recommended fee adjustments are intended to recapture the costs associated with the provision of the indicated regulatory services and inspections, and do not exceed actual costs for providing these services. As such, the fees represent a charge imposed for the specific regulatory service provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the County for providing the regulatory service. Anticipated revenues resulting from proposed fee adjustment are included in the FY 2012-13 Recommended Budget. The proposed fees provide recapture of regulatory services costs, without generating additional revenue, to assure that the programs remain revenue neutral with no additional impact on the County's General Fund Contribution to the Department.

Prepared by: Cindy Reagan, Finance Manager, 4528

Approved by: Ray Bullick, Director of Health, 4526

Attachments:

Attachment A - Article I.e. Fee Schedule [clean] (on file with the Clerk to the Board)\

Attachment B - Article I.e. Fee Schedule [strike through] (on file with the Clerk to the Board)

Resolution amending Monterey County Master Fee Schedule

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

Approve a resolution amending Article I.e. of the)
Monterey County Master Fee Resolution effective)
July 1, 2012, to adjust certain fees relating to)
oversight and services provided by the Health)
Department's Environmental Health Bureau pursuant)
to the attached Fee Schedule.

THE MONTEREY COUNTY BOARD OF SUPERVISORS FINDS:

- A. Section 1.40.010 of Chapter 1.40 of Monterey County Code provides that all fees, penalties, refunds, reimbursements and charges of any kind by the County may be specified in the Monterey County Fee Resolution.
- B. The Health Department has inspection and service fees which are appropriate to specify in the Monterey County Master Fee Resolution, Article I.e. for Fiscal Year 2012-13.
- C. This action to modify charges to meet operational expenses is statutorily exempt from environmental review [Pub Res. Code sec. 21080 subd. (b)(8)].
- D. Any and all adjustments to charges for inspections and services reflect no more than the actual cost of the service or benefit received by the payor. Any nominal discounts offered has a de minimus impact on the departmental budget and implementation of that discount does not result in increased charges to other patrons.
- E. By definition, these inspection and service charges are not a 'tax' and are exempt from voter approval pursuant to Section 1 (a)(4) of Article XIII C section 1(e)(1)-(3) of the California Constitution (Prop. 26; charge imposed for specific benefit conferred/privilege/service or product/reasonable regulatory costs provided or granted to the payor).

THE MONTEREY COUNTY BOARD OF SUPERVISORS RESOLVES:

- I. Article I.e. of the Monterey County Fee Resolution is amended effective July 1, 2012 for Fiscal Year 2012-13 with all schedules, tables, fees, taxes, penalties, and charges contained therein are hereby adopted as described in the attachment to this resolution.
- II. All prior resolutions regarding such fees are hereby repealed.

PASSED AND ADOPTED on this _____ day of _____ 2012 by the following vote, to wit:

AYES:

NOES:

ABSENT:

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

Dated:

Gail Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
, Deputy

ARTICLE I.E HEALTH DEPARTMENT FEES

Article I.E - Environmental Health

Section 1. **Food**

A. Food facilities as defined by Chapter 4 of Division 104, section 113785 of the California Health and Safety Code (H&S Code) commonly known as the California Uniform Retail Food Facility Law.

1. Bakery:
 - a. Tier 1. \$ 542.00 Each/Yr.
 - b. Tier 2.....\$ 713.00 Each/Yr
 - c. Tier 3. \$ 856.00 Each/Yr.
2. Bed and Breakfast.....\$ 464.00 Each/Yr.
3. Certified Farmers Market \$ 542.00 Each/Yr.
4. Annual Flea Market Organizer Permit.....\$ 542.00 Each/Yr
5. Commissary:
 - a. Food Preparation..... \$ 542.00 Each/Yr.
 - b. Commissary (non-Food Prep)..... \$ 357.00 Each/Yr.
 - c. Commissary verification..... \$ 130.00 Hour

Mobile Food Facilities (MFF)/Mobile Food Preparation Units (MFPU) using other permitted facilities for commissary not permitted to the permit holders of the MFFs/MFPUs, or commissaries not permitted in the County of Monterey. This charge is per permit holder not per MFF/MFPU.)

6. Community Event Organizer/Sponsor..... \$ 165.00 Event
7. Cooperative..... \$ 542.00 Each/Yr.
8. TFF Master with Distribution Carts/Booths.....\$ 130.00 Hour
9. Farmstay \$ 464.00 Each/Yr.

10. Food Handling Class (5 hrs.).....	\$ 750.00	Class
(Required of a food facility as part of regulatory enforcement)		
11. Hospital and Skilled Nursing Kitchens		
a. Tier 1.....	\$ 542.00	Each/Yr.
b. Tier 2.....	\$ 713.00	Each/Yr.
c. Tier 3.....	\$ 856.00	Each/Yr.
12. Hotel/Motel Complimentary Food.....	\$ 179.00	Each/Yr.
13. Mobile Food Facilities [Mobile Food Facilities in accordance with H&S Code Section 113831]:		
a. Bakery Trucks.....	\$ 179.00	Each/Yr
b. Frozen Food Trucks.....	\$ 179.00	Each/Yr
c. Ice Cream Trucks.....	\$ 179.00	Each/Yr
d. Ice Cream Push Carts (1).....	\$ 130.00	Each/Yr.
e. Ice Cream Push Carts (2).....	\$ 266.00	Each/Yr.
f. Ice Cream Push Carts (3).....	\$ 399.00	Each/Yr.
g. Ice Cream Push Carts (4).....	\$ 532.00	Each/Yr.
h. Ice Cream Push Carts (5-7).....	\$ 665.00	Each/Yr.
i. Ice Cream Push Carts (8-10).....	\$ 1,064.00	Each/Yr.
j. Ice Cream Push Carts (11-14).....	\$ 1,463.00	Each/Yr.
k. Ice Cream Push Carts (15-17).....	\$ 1,995.00	Each/Yr.
l. Ice Cream Push Carts (18-21).....	\$ 2,394.00	Each/Yr.
m. Ice Cream Push Carts (22+).....	\$ 2,926.00	Each/Yr.
n. Produce Vehicles.....	\$ 179.00	Each/Yr
o. Pushcarts/Other Conveyances (limited to pre-packaged, non-potentially Hazardous food, no food preparation).....	\$ 179.00	Each/Yr.
p. Whole fish & whole aquatic invertebrates.....	\$ 179.00	Each/Yr.
q. Catering Vehicles:..... (Prepackaged, non-potentially hazardous food)	\$ 278.00	Each/Yr.

r. Beverage MFF	\$ 278.00	Each/Yr.
(Bulk dispensing of non-potentially hazardous beverages)		
s. Hot dog MFF	\$ 328.00	Each/Yr.
t. Other limited food prep. MFF.....	\$ 328.00	Each/Yr.
u. Mobile Food Preparation Units.....	\$ 403.00	Each/Yr.
14. Produce Stands.....	\$ 395.00	Each/Yr.
15. Restaurants/Deli/Bars:		
a. Tier 1	\$ 542.00	Each/Yr.
b. Tier 2.....	\$ 713.00	Each/Yr.
c. Tier 3.....	\$ 856.00	Each/Yr.
16. Retail Markets with Food Preparation:		
a. Tier 1.....	\$ 701.00	Each/Yr.
b. Tier 2.....	\$ 851.00	Each/Yr.
c. Tier 3.....	\$ 1,100.00	Each/Yr.
17. Retail Markets:		
a. Tier 1.....	\$ 628.00	Each/Yr.
b. Tier 2.....	\$ 777.00	Each/Yr.
c. Tier 3.....	\$ 975.00	Each/Yr.
18. Retail Store with Incidental Food Sales.....	\$ 330.00	Each/Yr.
19. Satellite Distribution Facility.....	\$ 272.00	Each/Yr.
20. School Cafeteria Private/Public without food preparation....	\$ 272.00	Each/Yr.
21. Snack Bar -4 month permit.....	\$ 171.00	Each/3 Months
(Seasonal Youth Sports League i.e. little league, soccer, etc.)		
22. Stationary Mobile Food Prep Units in conjunction w/community events	\$ 542.00	Each/Yr.
23. Swap Meet /Community Event Prepackaged Food Stand:		
a. Per Event.....	\$ 35.00	Event
b. Annual Permit.....	\$ 498.00	Each/Yr.

24. Temporary Food Facilities (In conjunction with community events):		
a. 1)	1 - 3 days	\$ 171.00 Each
2)	1-3 days (Non-Profit).....	\$ 120.00 Each
b. 1)	4 - 7 days	\$ 328.00 Each
2)	4 - 7 days (Non-Profit).....	\$ 240.00 Each
c. 1)	8 - 25 days	\$ 457.00 Each
2)	8 - 25 days (Non-Profit).....	\$ 407.00 Each
d. Discount fees of 10% for a – c above if the application/s and fee/s are submitted 10 working days prior to the date of the event:		
1) a)	1 - 3 days	\$ 153.00 Each
b)	1 - 3 days (Non-Profit).....	\$ 108.00 Each
2) a)	4 - 7 days	\$ 296.00 Each
b)	4 - 7 days (Non-Profit).....	\$ 216.00 Each
3) a)	8 - 25 days	\$ 411.00 Each
b)	8 - 25 days (Non-Profit).....	\$ 366.00 Each
e.	Annual Permit	\$ 571.00 Each/Yr.
f.	TFF Free Sample with	\$ 67.00 Each
	(Nonperishable, commercially prepackaged/free samples, beverages)	
25.	Vending Machine Business (Perishable food items).....	\$ 441.00 Each/Yr.
B. Food Processing Establishment as defined in Chapter 7 of Division 22, section 28280.1 of the Health and Safety Code.		
1.	Squid Inspection.....	\$ 130.00 Hour
2.	Fish Certification	\$ 130.00 Hour
C. Ice Plant as defined in Chapter 6 of Division 13, section 18897 of the California Health and Safety Code. Ice Plant		
		\$ 284.00 Each/Yr.

Section 2. SPA/SWIMMING POOL as defined in Chapter 1 of Division 20, Section 24100 of the California Health and Safety Code and Chapter 20 of Title 22, section 65501(f) of the California Code of Regulations.

- A. Public Swimming Pool \$ 494.00 Each/Yr.
- B. Spa Pool..... \$ 494.00 Each/Yr.
- C. Virginia Graeme Baker State Service Charges:
The amount of the fee imposed by Health & Safety Code Section 65501-65551 & 116025-116068,

Section 3. Sanitation

- A. Field Toilets pursuant to section 10.04.030 of Chapter 10.04 of the Monterey County Code.
 - 1. 1 - 5 toilets \$ 130.00 Year
 - 2. Base Fee (applies to 6- 19 toilets)\$ 130.00 Each Operator
 - 3. 6-19 toilets (base fee plus per toilet charge)..... \$ 75.00 Per Toilet/Yr
 - 4. 20 - 50 toilets \$ 2,736.00 Year
 - 5. 50+ toilets \$ 3,420.00 Year
- B. Sanitary facilities for public assembly pursuant to section 15.20.050 of Chapter 15.20 of the Monterey County Code.
 - 1. Application fee \$ 159.00 Each
 - 2. Per Toilet..... \$ 2.00 Each
- C. Onsite Wastewater Treatment Systems (OWTS) as regulated in Chapter 15.20 of the Monterey County Code or as mandated by state or federal regulations. Minimum based fees for new waste systems permits are collected at the Planning and Building Inspection Department Or Environmental Health. Additional hourly fees may be collected by the Division of Environmental Health.
 - 1. New / replacement conventional (OWTS).....\$1,043.00 Each
 - 2. New / replacement (Alternative OWTS).....\$ 1,788.00 Each
 - 3. Repair permit (conventional septic tank or disposal field)\$ 521.00 Each
 - 4. Per repair permit of either the conventional septic tank with alternative treatment, or standard disposal field with an alternative disposal field\$ 894.00 Each
 - 5. Septic tank demolition permit\$ 149.00 Each
 - 6. Demolition of a illegal connection to an un-permitted OWTSS\$298.00 Each

- 7. Renewal of an expired onsite wastewater disposal Permit \$ 149.00 Each
- 8. Review of evidence for a septic permit when a final inspection was not requested by the applicant/contractor to determine compliance with Monterey County Code Chapter 15.20.
Review of evidence \$ 298.00 Each
- 9. Permit for construction or repair of OWTS on slopes greater than 20% \$ 1,788.00 Each
- 10. Permit for construction of commercial non-municipal sewage treatment facility with flow less than 10,000 gpd, up to 27 hours..... \$ 3576.00 Each, plus approved hourly rate above 27 hours
- 11. Permit for construction of commercial non-municipal sewage treatment facility with flows 10,000 gpd or greater, up to 41 hours..... \$ 5,364.00 Each, plus approved hourly rate above 41 hours

D. Greywater Systems as regulated by Monterey County Code Chapter 15.20 and the latest edition of the California Plumbing Code (Title 24, Part 5, California Code of Regulations.)

Per system \$ 521.00 Each

E. Evaluation Report for onsite wastewater disposal systems when requested for purpose of evaluating adequacy of such systems:

Onsite Wastewater Disposal System..... \$ 130.00 Hour

F. Miscellaneous: Wastewater monitoring, percolation testing prior to application at Planning Department, request for variance to Monterey County Code Chapter 15.20, review of technical documents..... \$ 130.00 Hour

Section 4. Housing

A. Organized Camps as defined in Part 2.3 of Division 13, section 18897 of the California Health and Safety Code.

Organized Camp \$ 690.00 Each

B. Employee Housing/Labor Camps as defined and regulated in Division 13, Part I, commencing with section 17000 of the Health and Safety Code and Title 25, Chapter 2, commencing with section 600 of the California Code of Regulations.

1. Issuance and permit fees are calculated as follows:

a. Issuance fee..... \$ 120.00 Each

b. Per employee to be housed \$ 25.00 Each

c. Per lot or site provided for parking of mobile homes or recreational vehicles by employers..... \$ 65.00 Each

- d. Per Dormitory.....\$ 250.00 Each
 - e. Per Single Family Dwelling.....\$ 90.00 Each
 - f. Per Mobile Home.....\$ 90.00 Each
 - g. Per Apartments\$ 90.00 Each
2. Amended permit fee.
- a. Increase in number of employees or sites\$ 70.00 Each
3. The operator shall pay a re-inspection fee for each such re-inspection as follows:
- a. First hour.....\$ 130.00 Hour
 - b. Each 30 minutes or fraction thereof after the first hour\$ 65.00 ½ Hour
4. Citizenship verification\$ 75.00 Per operator
- C. A multi-residential inspection program, other than employee housing, set forth in a municipal or county ordinance requiring a health permit shall be calculated as follows:
- 1. Application fee.....\$ 357.00 Each
 - 2. In addition each housing unit.....\$ 86.00 Each

Section 5. Land Use

Submitted with Land Use Departments

Section 6. Water

- A. Domestic Water Systems: (Operating fees) As regulated by Chapter 15.04 of the Monterey County Code and Part 12 of Division 104, Sections 116340 and 116565 of the Health and Safety Code.
- 1. Transient-Non-community water systems without treatment\$ 1,220.00 Each/Yr.
 - 2. Transient-Non-community water systems with disinfection and/or treatment for a secondary standard\$ 1,435.00 Each/Yr.
 - 3. Transient-Non-community water systems with treatment for a primary standard.....\$ 1,761.00 Each/Yr.

4.	Non-transient-Non-community water systems without treatment	\$ 1,627.00	Each/Yr.
5.	Non-transient-Non-community water systems with disinfection and/or treatment for a secondary standard	\$ 1,842.00	Each/Yr.
6.	Non-transient-Non-community water systems with treatment for a primary standard.....	\$ 2,168.00	Each/Yr.
7.	2 connections.....	\$ 185.00	Each/Yr
8.	3 connections.....	\$ 278.00	Each/Yr
9.	4 connections.....	\$ 371.00	Each/Yr.
10.	5 connections.....	\$ 542.00	Each/Yr.
11.	6 connections.....	\$ 564.00	Each/Yr.
12.	7 connections.....	\$ 586.00	Each/Yr.
13.	8 connections.....	\$ 607.00	Each/Yr.
14.	9 connections.....	\$ 628.00	Each/Yr.
15.	10 connections.....	\$ 648.00	Each/Yr.
16.	11 connections.....	\$ 670.00	Each/Yr.
17.	12 connections.....	\$ 691.00	Each/Yr.
18.	13 connections.....	\$ 713.00	Each/Yr.
19.	14 connections.....	\$ 736.00	Each/Yr.
20.	15 - 24 connections without treatment	\$ 1,627.00	Each/Yr.
21.	15 - 24 connections with disinfection and/or treatment for a secondary standard.....	\$ 1,842.00	Each/Yr.
22.	15 - 24 connections with treatment for a primary standard.....	\$ 2,168.00	Each/Yr.
23.	25 - 99 connections without treatment	\$ 2,033.00	Each/Yr.
24.	25 - 99 connections with disinfection and/or treatment for a secondary standard.....	\$ 2,248.00	Each/Yr.
25.	25 - 99 connections with treatment for a primary standard.....	\$ 2,575.00	Each/Yr.
26.	100 - 199 connections without treatment	\$ 2,439.00	Each/Yr.
27.	100 - 199 connections with disinfection and/or treatment for a		

secondary standard.....	\$ 2,654.00	Each/Yr.
28. 100 - 199 connections with treatment for a primary standard.....	\$ 2,981.00	Each/Yr.

B. Permit application fee for a public water system as regulated by Part 12 of Division 104, commencing with section 116570 and Part 3 of Division 101, Section 101325 of the Health and Safety Code is as follows:

1. A new community water system without treatment for which no domestic water supply permits have been previously issued.
Application \$ 1,783.00 Each
2. A new community water system with disinfection and/or treatment for a secondary standard for which no domestic water supply permits have been previously issued.
Application \$ 1,997.00 Each
3. A new community water system with treatment for a primary standard for which no domestic water supply permits have been previously issued.
Application \$ 2,425.00 Each
4. A new non-community water system without treatment for which no domestic water supply permits have been previously issued.
Application \$ 1,426.00 Each
5. A new non-community water system with disinfection and/or treatment for a secondary standard for which no domestic water supply permits have been previously issued.
Application \$ 1,642.00 Each
6. A new non-community water system with treatment for a primary standard for which no domestic water supply permits have been previously issued.
Application \$ 2,069.00 Each
7. An existing transient-non-community public water system applying for an amendment to a domestic water supply permit due to a change in ownership.
Application \$ 542.00 Each
8. An existing non-transient-non-community or community public water system applying for an amendment to a domestic water supply permit due to a change in ownership.
Application \$ 814.00 Each
9. An existing public water system applying for an amendment to a domestic water supply permit due to an addition or modification of the source of supply.

- Application \$ 814.00 Each
10. An existing public water system applying for an amendment to a domestic water supply permit due to an addition or change in the method of treatment for a secondary standard and/or disinfection of the water supply.
- Application \$ 814.00 Each
11. An existing public water system applying for an amendment to a domestic water supply permit due to an addition or change in the method of treatment for a primary standard of the water supply.
- Application \$ 1,627.00 Each
12. An existing public water system applying for an amendment to a domestic water supply permit
- Change in Classification..... \$ 130.00 Hour
13. An existing public water system applying for an amendment to a domestic water supply permit due to a change in the number of connections.
- Application \$ 130.00 Hour
- C. Permit application fee for a local or state small water system as regulated by Chapter 15.04 of the Monterey County Code Safety Code is as follows:
1. A local small water system for which no domestic water supply permits have been previously issued.
- Plan Check Fee \$ 814.00 Each
2. A state small water system for which no domestic water supply permits have been previously issued.
- Plan Check Fee \$ 1,071.00 Each
3. An existing state or local small water system applying for an amendment to a domestic water supply permit due to an addition or modification of the source of supply, addition or change in the method of treatment, or due to a change in the number of connections.
- Plan Check Fee \$ 130.00 Hour
- D. Checking of plans for an existing water system and inspection of work performed
- Plan Check Fee \$ 130.00 Hour
- E. Enforcement activities \$ 130.00 Hour
- F. Water source test inspection as required by Title 15 of the Monterey County Code and by Chapter 16 (commencing with section 64551) of Title 22 of the California Code of Regulations:
- Pump test inspection \$ 130.00 Hour

G. Inspection with bacteriological and nitrate test as requested for single connection water systems:

Inspection.....	\$ 203.00	Each
After 1 hour.....	\$ 130.00	Hour

H. Evaluation report for water systems when requested for purpose of evaluating adequacy of such systems:

Report (lab costs additional)	\$ 148.00	Each
After 1 hour.....	\$ 130.00	Hour

I. Water well permits as required by Title 15 of the Monterey County Code:

1. Well construction/reconstruction	\$ 1,213.00	Each
2. Well destruction	\$ 542.00	Each
3. Well construction in Zone 6	\$ 1,499.00	Each
4. Exploratory hole or borehole destruction	\$ 542.00	Up to 4
After 4 holes	\$ 72.00	Each
5. Fee for appeal of grant or denial of permit as set forth in Monterey County Code section 15.08.160:		
Appeal	\$ 670.00	Each
After 5 hours	\$ 130.00	Hour
6. Fee for placement/removal of notice of violation as set forth in Monterey County Code, section 15.08.160:		
Per placement/removal of notice	\$ 148.00	Each
7. Permit Extension	\$ 148.00	Each
8. Fee for additional site visits.....	\$ 299.00	Each
9. Permit re-issuance due to change of driller	\$ 148.00	Each
10. Staff witness water well seal placement on Saturday, Sunday or Health Department staff holiday.....	\$ 195.00	Each

J. Desalinization Plants

1. Construction-Permit application fee	\$ 1,783.00	Each
2. Operating Permit.....	\$ 679.00	Each/Yr

Section 7. Solid Waste

A. Bio-hazardous waste as regulated in Part 14 of Division 104, sections 117600 through 118360 of the Health and Safety Code.

1. Medical Waste Small Quantity (<200Lbs):

- a. Generator w/ Onsite Treatment..... \$ 373.00 Each/Yr.
- b. Common storage facility:
 - (1) 10 or fewer generators \$ 407.00 Each/Yr
 - (2) 11 - 50 generators \$ 542.00 Each/Yr.
 - (3) 50+ generators \$ 1,084.00 Each/Yr.
- c. Generator (<200Lbs): \$ 125.00 Each/Yr.

2. Limited Quantity Medical Waste Hauler \$ 272.00 Each/Yr.

3. Large Quantity Medical Waste Generator (>200 lbs)

a general acute care hospital as defined in subdivision (a) of section 1250 of the Health and Safety Code:

- 1. Lg. Quantity Medical Waste Gen
(1 - 99 beds) ... \$ 1,355.00 Each/Yr.
- 2. Lg. Quantity Medical Waste Gen.
(100 - 199 beds) \$ 1,898.00 Each/Yr.
- 3. Lg. Quantity Medical Waste Gen.
(200 - 250 beds)..... \$ 2,033.00 Each/Yr.
- 4. Lg. Quantity Medical Waste Gen.
(251+ beds) \$ 2,439.00 Each/Yr.

b A Specialty Clinic as defined in subdivision (b) section 1204 of the Health and Safety Code:

- Specialty Clinic (Sec. 1204)..... \$ 679.00 Each/Yr.

c A Skilled Nursing Facility as defined in subdivision (c) of section 1250 of the Health and Safety Code:

- (1) Skilled Nursing (1 - 99 beds) \$ 399.00 Each/Yr.
- (2) Skilled Nursing (100 - 199 beds)..... \$ 814.00 Each/Yr.
- (3) Skilled Nursing (200+ beds) \$ 950.00 Each/Yr.

d. An Acute Psychiatric Hospital as defined in subdivision (b) of section 1250 of the Health and Safety Code:

Acute Psychiatric Hospital..... \$ 1,084.00 Each/Yr.

e. An Intermediate Care Facility as defined in subdivision (d) of section 1250 of the Health and Safety Code:

Intermediate Care Facility..... \$ 679.00 Each/Yr.

f. A Primary care clinic as defined in section 1200.1 of the Health and Safety Code:

Primary Care Clinic (Sec. 1200.1)..... \$ 814.00 Each/Yr.

g. A licensed clinical laboratory as defined in paragraph (3) of subdivision (a) of section 1206 of the Business and Professions Code:

Licensed Clinical Lab \$ 399.00 Each/Yr.

h. A health care service plan facility as defined in subdivision (f) of section 1345 of the Health and Safety Code:

1. Health Care Service Plan Facility \$ 679.00 Each/Yr.

2. A veterinary clinic or veterinary hospital Veterinary Clinic or Hospital..... \$ 266.00 Each/Yr.

3. A large quantity generator medical office:

Large Quantity Generator Medical Office \$ 679.00 Each Yr.

4. Medical Waste - General \$ 272.00 Each/Yr.

B. Vegetable culls and wastes as regulated by Title 10, Chapter 10.32 of the Monterey County Code:

License \$ 272.00 Each Site

(If more than one inspection each year is required, additional inspections will be billed at \$130.00/Hr)

C. Liquid Waste Haulers as regulated by Chapter 6 of Division 5 (commencing with section 5474.20) of the Health and Safety Code:

1st Truck \$ 407.00 Each/Yr

Each additional \$ 163.00 Each/Yr

D Solid waste disposal facilities as defined in sections 41901 and 43213 of the Public Resources Code.

1. Solid Waste Disposal Site Fee:

Facility Fee \$23,591.00 Each/Yr.

In addition to the annual fee, each facility will be assessed a regional fee that is based upon the percent of the total annual county-wide tonnage disposed. The total annual amount of the regional and Facility Fee shall equal \$496,080.00.

2. Solid Waste Transfer Station:

a. Large Volume Transfer Station..... \$ 7,624.00 Each/Yr.

b. Medium volume transfer station \$ 5,809.00 Each/Yr.

c. Small Volume Transfer Station \$ 2,178.00 Each/Yr.

3. Compost Facilities:

a. Full Permit \$ 3,252.00 Each/Yr.

b. Standardized Permit \$ 2,847.00 Each/Yr

c. Registration..... \$ 2,033.00 Each/Yr

d. Notification..... \$ 542.00 Each/Yr.

4. Construction and Debris:

a. Full Permit \$ 3,252.00 Each/Yr.

b. Registration \$ 2,033.00 Each/Yr

c. Notification..... \$ 542.00 Each/Yr.

5. Oil Waste Disposal Sites \$ 2,168.00 Each/Yr.

6. Closed Solid Waste Disposal Site:

a. Annual Inspection \$ 1,210.00 Each/Yr

b. Semi- Annual Inspection..... \$ 1,815.00 Each/Yr.

c. Quarterly Inspection \$ 2,662.00 Each/Yr.

7. Application for Amendment to County Wide Integrated Waste Management

Plan..... \$ 1,355.00 Each

8. Solid Waste Facilities & Operations permit application:

a. Permit Revision \$ 8,133.00 Each

b. Permit Modification \$ 5,320.00 Each

- c. Amendment: Full & Standardized \$ 1,627.00 Each
- d. Notification & Registration.....\$ 338.00 Each

9. Solid Waste Collection Vehicle inspection:

- 1st Truck \$ 407.00 Each/Yr
- Each additional..... \$ 163.00 Each/Yr

E. Body art and ear piercing as defined in Chapter 10.91 of the Monterey County Code.

1. Body Art Operator

- a. Application..... \$ 60.00 Each
- b. Application Revision \$ 25.00 Each
- c. Operator Registration \$ 150.00 Each/Yr.
- d. Temporary Operator Registration* \$ 35.00 Each/Yr.

2. Body Art Facility

- a. Facility Application..... \$ 85.00 Each
- b. Facility Application Revision \$ 40.00 Each
- c. Facility Permit..... \$ 325.00 Each/Yr.
- d. Temporary Facility Permit \$ 325.00 Each
- e. Body Art Facility Plan Check Approved hourly rate; 2 hour
minimum Each

3. Ear Piercing Facility Notification** \$ 45.00 Each

*if registered in California, then no fee. If not registered, then application and registration fees will apply
 ** per AB300, ear piercing facility will be assessed a one-time notification fee of no more than \$45.00
 (until 2015)

Section 8 Toxics/Hazardous Materials

A. Occupational and environmental health surveys such as ventilation, air circulation, asbestos, noise, formaldehyde, or others for the purpose of evaluating safety of surrounding:

- Survey \$ 130.00 Each Hour

B. Certified Unified Program Agency (CUPA) Permit Fees associated with Hazardous Materials and Hazardous Waste Regulation pursuant to the provisions of Health and Safety Code, Sections

101325 and 101280; Division 20, Chapter 6.5 (commencing with Sections 25100), Chapter 6.7 (commencing with Section 215280), Chapter 6.95 (commencing with Section 25500) and Chapter 6.11 (commencing with Section 25404); California Water Code (commencing with Section 13700), and California Constitution, Article XI, Section 7.

1. Facility requiring hazardous material registration and an emergency response plan: 500 lbs-2500 lbs. (Solids), 55 gals-275 gals (Liquids), 200 cubic feet-1000 cubic feet (Gases) and/or stores Motor Vehicle Fuel

Base fee	\$	475.00	Each/Yr.
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2. Agricultural facility requiring hazardous material registration and an emergency response plan 500 lbs-2500 lbs. (Solids), 55gals-275gals (Liquids), 200 cubic feet-1000 cubic feet (Gases) and/or stores Motor Vehicle Fuel

Base fee	\$	156.00	Each/Yr.
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3. Hazardous Materials Storage Fees (added each year to annual base fee 1 or 2 for businesses storing the following):
 - Solids

2,501 - 5,000 lbs. -	\$	136.00	
5,001- 50,000 lbs. -	\$	203.00	
50,001- 100,000 lbs. -	\$	272.00	
100,000 lbs. +.....	\$	338.00	
Agricultural Exempt Solids			
2,501 to 5,000 lbs.....	\$	18.00	
5,001 to 50,000 lbs.....	\$	36.00	
50,001 to 100,000 lbs.....	\$	56.00	
100,000lbs & over.....	\$	74.00	
276 - 500 gals -	\$	136.00	
501 - 5,500 gals -	\$	203.00	
5,501 - 10,000 gals -	\$	272.00	
10,001 gals +.....	\$	338.00	
Agricultural Exempt Liquids			
276-500 gal.....	\$	18.00	
501-5,500 gal.....	\$	36.00	
5,501-10,000 gal.....	\$	56.00	
10,001 + gal.....	\$	74.00	
1,001- 2,000 cubic feet	\$	136.00	
2,001-30,000 cubic feet	\$	203.00	
30,001-40,000 cubic feet	\$	272.00	
40,001 + cubic feet.....	\$	338.00	
Agricultural Exempt Gases			
1,001-2000 cubic feet.....	\$	18.00	

2,001-30,000 cubic feet.....	\$ 36.00
30,001 - 40,000 cubic feet.....	\$ 56.00
40,001 & over cubic feet.....	\$ 74.00

4. Underground storage facility permits:

a. Base fee per facility requiring annual permit to operate	\$ 407.00	Per Tank/Yr.
b. Base fee per agricultural facility \geq 1100 gallons requiring annual permit to operate.....	\$ 407.00	Per Tank/Yr.
c. Permit to construct - plan check fee (base fee for 1 tank).	\$1,646.00	Each
Additional tanks.....	\$ 407.00	Each
d. Permit to close (base fee for 1 tank).....	\$ 950.00	Each
Additional tanks.....	\$ 407.00	Each
e. Repair/Modification (Minor, per tank Site)	\$ 679.00	Each
Repair/Modification (Major, for 1 st tank)	\$ 886.00	Each
Additional tank.....	\$ 407.00	Each
f. Underground Storage Tanks (exempt).....	\$ 136.00	Per Tank/Yr

5. Hazardous Waste Fees - Permit for hazardous waste generators:

a. Hazardous Waste Generator Only - (Waste Oil, Non-Chlorinated Safety Solvents, Antifreeze Base fee.....	\$ 475.00	Each/Yr.
b. Hazardous Waste Generator Only- Agricultural Exempt- (Waste Oil, Non-Chlorinated Safety Solvents, Antifreeze Base fee.....	\$ 156.00	Each/Yr
c. Waste – Waste Oil, Non-Chlorinated Safety Solvents, Antifreeze.....	\$ 136.00	Each/Yr.
d. Hazardous Waste Generator Fees:		
Less than 1 ton	\$ 136.00	Each/Yr.
1-5 tons	\$ 203.00	Each/Yr.
6-25 tons	\$ 272.00	Each/Yr.
26-50 tons	\$ 338.00	Each/Yr.
51-250 tons	\$ 407.00	Each/Yr.

251-500 tons.....	\$ 475.00	Each/Yr.
501-1,000 tons ..	\$ 542.00	Each/Yr.
1,001-2,000 tons	\$ 610.00	Each/Yr.
2,001 tons & over	\$ 679.00	Each/Yr.

e. Hazardous Waste Generator Fees (Agricultural Exempt):

Less than 1 ton.....	\$ 18.00	Each/Yr.
1-5 tons.....	\$ 36.00	Each/Yr.
6-25 tons.....	\$ 56.00	Each/Yr.
26-50 tons.....	\$ 74.00	Each/Yr.
51-250 tons.....	\$ 92.00	Each/Yr.
251-500 tons.....	\$ 110.00	Each/Yr.
501-1,000 tons.....	\$ 128.00	Each/Yr.
1,001-2,000 tons.....	\$ 147.00	Each/Yr.
2,001 tons & over.....	\$ 166.00	Each/Yr.

f. Tiered Permitting

(1) Conditional Exempt Small Quantity Treatment (CESQT)	\$ 156.00	Each/Yr
(2) Conditional Exempt Specified Waste stream (CESW)	\$ 203.00	Each/Yr.
(3) Conditional Authorized	\$ 272.00	Each/Yr
(4) Permit By Rule	\$ 338.00	Each/Yr.

g. Silver-only federal Conditionally Exempt Small Quantity Generator (CESQG) less than 100 kg per month.....

100 kg per month.....	\$ 156.00	Each/Yr.
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6. Aboveground Petroleum Storage Tanks Subject to Spill Prevention Control & Counter Measure Plan (SPCC). Fees per facility based on cumulative capacity.

a. 1320 gal < 10,000 gal capacity	\$ 193.00	Each/Yr.
b. 10,001 gal < 100,000 gal capacity	\$ 279.00	Each/Yr.
c. 100,001 gal <1,000,000 gal capacity	\$ 465.00	Each/Yr.
d. 1,000,001 gal <10,000,000 gal capacity	\$ 705.00	Each/Yr.
e. 10,000,001 gal and over capacity	\$ 1,104.00	Each/Yr.

7. Aboveground Petroleum Storage Tanks (Agricultural Exempt) Exempt From Spill Prevention Control & Counter Measure Plan (SPCC) (Farms, Nurseries, Logging Sites, Construction Sites With No Single Tank Greater Than 20,000 gal capacity and Cumulative Capacity Less Than 100,000 gal). Fees per facility based on cumulative capacity.
 - a. 1320 gal < 10,000 gal capacity \$ 57.00 Each/Yr.
 - b. 10,001 gal < 100,000 gal capacity \$ 80.00 Each/Yr.
8. Monitoring well permits and soil boring permits for hazardous materials site investigations
 - a. Permit \$ 407.00 Each
 - b. Abandonment \$ 407.00 Each
 - c. Soil Borings \$ 136.00 Each Site
9. Acutely Hazardous Material:
 - a. Risk evaluation for each business handling acutely hazardous material pursuant to Health and Safety Code sections 25534, 25534.1, and 25536 et seq.
CAL ARP Registration \$ 272.00 Each/Year
 - b. Risk Management Plan (RMP) review as regulated by Health and Safety Code sections 25534, 25523.1, and 25536 et seq:
 - (1) RMP First Review \$ 2,332.00 Each
 - (2) RMP Five Year Review \$ 679.00 Each
10. Soil sampling Site Mitigation Plan review and inspection:
Each review and inspection (4 hours) \$ 542.00 Each
11. Certified Unified Program Agency (CUPA) State Service Charges:
The amount of the fee imposed by Health & Safety Code Section 25404, 25404.5, and Section 25287

Section 9. Miscellaneous

- A. Re-inspections/Complaint inspections/Complaint
 - Re-inspections \$ 130.00 Each Hour
- B. Request for services:
 1. Application fee (1 Hour) \$ 130.00 Each Hour
 2. After 1 hr \$ 130.00 Each Hour
- C. File review:

1.	Limited review (<15 min.)	\$ 37.00	Each
2.	≥15 min	\$ 130.00	Each Hour
D. Complaint investigation			
1.	Response and Investigation	\$ 130.00	Each Hour
In addition to actual costs incurred for samples, laboratory analyses or other mitigation measures.			
E. Emergency Response			
1.	Emergency Response	\$ 130.00	Each Hour
In addition to actual costs incurred for samples, laboratory analyses or other mitigation measures			
2.	Training (to include education, drills and exercises)	\$ 130.00	Each Hour
F. Photocopying/Faxing:			
1.	Per page	\$.12	Each
2.	Per Disk.....	\$ 5.00	Each
G.	Checks returned for insufficient funds.....	\$ 20.00	Each
H. Witness fees:			
	Expert witness, depositions, declarations, witness, standby	\$ 130.00	Each Hour
I. Checking of plans, amendments, and inspection of work performed:			
1. Recreational bathing:			
a.	New swimming pool/spa Major.....	\$ 1,877.00	Each
b.	New swimming pool/spa Minor.....	\$ 874.00	Each
c.	Minor equipment remodel.....	\$ 130.00	Each hour
2. Food facilities:			
a.	New Facility.....	\$ 1,724.00	Each
b.	Facility Remodel Major.	\$ 1,724.00	Each
c.	Facility Remodel Minor	\$ 874.00	Each

d.	Minor equipment remodel	\$ 130.00	Each Hour
3. Other:			
a.	Other structure	\$ 299.00	Each
b.	Other structure remodel	\$ 149.00	Each
4.	After minimum hours application fee.....	\$ 130.00	Each Hour
5.	Unauthorized construction or remodeling:		
	Per unauthorized activity.....	2x the application fee	
J. Review of environmental documents, technical or scientific reports not Otherwise specifically listed:			
	Review	\$ 130.00	Each Hour
K. Amendment to permits not specifically listed:			
	Permit	\$ 75.00	Each
L.	Professional consultation	\$ 130.00	Each Hour
M.	Hourly rate for Environmental Health Services.....	\$ 130.00	Each Hour

ARTICLE I.E HEALTH DEPARTMENT FEES

Article I.E - Environmental Health

Section 1. **Food**

A. Food facilities as defined by Chapter 4 of Division 104, section 113785 of the California Health and Safety Code (H&S Code) commonly known as the California Uniform Retail Food Facility Law.

1. Bakery:
 - a. ~~Risk 1~~ Tier 1 \$ 542.00 Each/Yr.
 - b. ~~Risk 2~~ Tier 2 \$ 713.00 Each/Yr
 - c. ~~Risk 3~~ Tier 3 \$ 856.00 Each/Yr.
2. Bed and Breakfast \$ 464.00 Each/Yr.
3. Certified Farmers Market \$ 542.00 Each/Yr.
4. Annual Flea Market Organizer Permit \$ 542.00 Each/Yr
5. Commissary:
 - a. Food Preparation \$ 542.00 Each/Yr.
 - b. Commissary (non-Food Prep) \$ 357.00 Each/Yr.
 - c. Commissary verification \$ 130.00 Hour

Mobile Food Facilities (MFF)/Mobile Food Preparation Units (MFPU) using other permitted facilities for commissary not permitted to the permit holders of the MFFs/MFPUs, or commissaries not permitted in the County of Monterey. This charge is per permit holder not per MFF/MFPU.)
6. Community Event Organizer/Sponsor \$ 165.00 Event
7. Cooperative \$ 542.00 Each/Yr.
8. TFF Master with Distribution Carts/Booths \$ 130.00 Hour
9. Farmstay \$ 464.00 Each/Yr.

10. Food Handling Class (5 hrs.).....	\$ 750.00	Class
(Required of a food facility as part of regulatory enforcement)		
11. Hospital and Skilled Nursing Kitchens		
a. Risk-1 Tier 1.....	\$ 542.00	Each/Yr.
b. Risk-2 Tier 2	\$ 713.00	Each/Yr.
c. Risk-3 Tier 3.....	\$ 856.00	Each/Yr.
12. Hotel/Motel Complimentary Food.....	\$ 179.00	Each/Yr.
13. Mobile Food Facilities [Mobile Food Facilities in accordance with H&S Code Section 113831]:		
a. Bakery Trucks.....	\$ 179.00	Each/Yr
b. Frozen Food Trucks.....	\$ 179.00	Each/Yr
c. Ice Cream Trucks.....	\$ 179.00	Each/Yr
d. Ice Cream Push Carts (1).....	\$ 130.00	Each/Yr.
e. Ice Cream Push Carts (2)	\$ 266.00	Each/Yr.
f. Ice Cream Push Carts (3).....	\$ 399.00	Each/Yr.
g. Ice Cream Push Carts (4).....	\$ 532.00	Each/Yr.
h. Ice Cream Push Carts (5-7).....	\$ 665.00	Each/Yr.
i. Ice Cream Push Carts (8-10).....	\$ 1,064.00	Each/Yr.
j. Ice Cream Push Carts (11-14).....	\$ 1,463.00	Each/Yr.
k. Ice Cream Push Carts (15-17).....	\$ 1,995.00	Each/Yr.
l. Ice Cream Push Carts (18-21).....	\$ 2,394.00	Each/Yr.
m. Ice Cream Push Carts (22+).....	\$ 2,926.00	Each/Yr.
n. Produce Vehicles	\$ 179.00	Each/Yr
o. Pushcarts/Other Conveyances (limited to pre-packaged, non-potentially Hazardous food, no food preparation)	\$ 179.00	Each/Yr.
p. Whole fish & whole aquatic invertebrates.....	\$ 179.00	Each/Yr.
q. Catering Vehicles:..... (Prepackaged, non-potentially hazardous food)	\$ 278.00	Each/Yr.

r.	Beverage MFF (Bulk dispensing of non-potentially hazardous beverages)	\$ 278.00	Each/Yr.
s.	Hot dog MFF	\$ 328.00	Each/Yr.
t.	Other limited food prep. MFF.....	\$ 328.00	Each/Yr.
u.	Mobile Food Preparation Units.....	\$ 403.00	Each/Yr.
14.	Produce Stands.....	\$ 395.00	Each/Yr.
15.	Restaurants/Deli/Bars:		
a.	Risk 1 Tier 1	\$ 542.00	Each/Yr.
b.	Risk 2 Tier 2	\$ 713.00	Each/Yr.
c.	Risk 3 Tier 3	\$ 856.00	Each/Yr.
16.	Retail Markets with Food Preparation:		
a.	Risk 1 Tier 1	\$ 701.00	Each/Yr.
b.	Risk 2 Tier 2	\$ 851.00	Each/Yr.
c.	Risk 3 Tier 3.....	\$ 1,100.00	Each/Yr.
17.	Retail Markets:		
a.	Risk 1 Tier 1.....	\$ 628.00	Each/Yr.
b.	Risk 2 Tier 2	\$ 777.00	Each/Yr.
c.	Risk 3 Tier 3.....	\$ 975.00	Each/Yr.
18.	Retail Store with Incidental Food Sales.....	\$ 330.00	Each/Yr.
19.	Satellite Distribution Facility.....	\$ 272.00	Each/Yr.
20.	School Cafeteria Private/Public without food preparation....	\$ 272.00	Each/Yr.
21.	Snack Bar -4 month permit..... (Seasonal Youth Sports League i.e. little league, soccer, etc.)	\$ 171.00	Each/3 Months
22.	Stationary Mobile Food Prep Units in conjunction w/community events	\$ 542.00	Each/Yr.
23.	Swap Meet /Community Event Prepackaged Food Stand:		
a.	Per Event.....	\$ 35.00	Event
b.	Annual Permit.....	\$ 498.00	Each/Yr.

24. Temporary Food Facilities (In conjunction with community events):		
a. 1)	1 - 3 days	\$ 171.00 Each
2)	1-3 days (Non-Profit).....	\$ 120.00 Each
b. 1)	4 - 7 days	\$ 328.00 Each
2)	4 - 7 days (Non-Profit).....	\$ 240.00 Each
c. 1)	8 - 25 days	\$ 457.00 Each
2)	8 - 25 days (Non-Profit).....	\$ 407.00 Each
d. Discount fees of 10% for a – c above if the application/s and fee/s are submitted 10 working days prior to the date of the event:		
1) a)	1 - 3 days	\$ 153.00 Each
b)	1 - 3 days (Non-Profit).....	\$ 108.00 Each
2) a)	4 - 7 days	\$ 296.00 Each
b)	4 - 7 days (Non-Profit).....	\$ 216.00 Each
3) a)	8 - 25 days	\$ 411.00 Each
b)	8 - 25 days (Non-Profit).....	\$ 366.00 Each
e.	Annual Permit	\$ 571.00 Each/Yr.
f.	TFF Free Sample with	\$ 67.00 Each
	(Nonperishable, commercially prepackaged/free samples, beverages)	
25.	Vending Machine Business (Perishable food items).....	\$ 441.00 Each/Yr.
B. Food Processing Establishment as defined in Chapter 7 of Division 22, section 28280.1 of the Health and Safety Code.		
1.	Squid Inspection.....	\$ 130.00 Hour
2.	Fish Certification	\$ 130.00 Hour
C. Ice Plant as defined in Chapter 6 of Division 13, section 18897 of the California Health and Safety Code. Ice Plant		
		\$ 284.00 Each/Yr.

Section 2. SPA/SWIMMING POOL as defined in Chapter 1 of Division 20, Section 24100 of the California Health and Safety Code and Chapter 20 of Title 22, section 65501(f) of the California Code of Regulations.

- A. Public Swimming Pool \$ 494.00 Each/Yr.
- B. Spa Pool..... \$ 494.00 Each/Yr.
- C. Virginia Graeme Baker State Service Charges:
The amount of the fee imposed by Health & Safety Code Section 65501-65551 & 116025-116068,

Section 3. Sanitation

- A. Field Toilets pursuant to section 10.04.030 of Chapter 10.04 of the Monterey County Code.
 - 1. 1 - 5 toilets \$ 130.00 Year
 - 2. Base Fee (applies to 6- 19 toilets)\$ 130.00 Each Operator
 - 3. 6-19 toilets (base fee plus per toilet charge).....\$ 75.00 Per Toilet/Yr
 - 4. 20 - 50 toilets \$ 2,736.00 Year
 - 5. 50+ toilets \$ 3,420.00 Year
- B. Sanitary facilities for public assembly pursuant to section 15.20.050 of Chapter 15.20 of the Monterey County Code.
 - 1. Application fee \$ 159.00 Each
 - 2. Per Toilet..... \$ 2.00 Each
- C. Onsite Wastewater Treatment Systems (OWTS) as regulated in Chapter 15.20 of the Monterey County Code or as mandated by state or federal regulations. Minimum based fees for new waste systems permits are collected at the Planning and Building Inspection Department Or Environmental Health. Additional hourly fees may be collected by the Division of Environmental Health.
 - 1. New / replacement conventional (OWTS).....\$1,043.00 Each
 - 2. New / replacement (Alternative OWTS).....\$ 1,788.00 Each
 - 3. Repair permit (conventional septic tank or disposal field)\$ 521.00 Each
 - 4. Per repair permit of either the conventional septic tank with alternative treatment, or standard disposal field with an alternative disposal field\$ 894.00 Each
 - 5. Septic tank demolition permit\$ 149.00 Each
 - 6. Demolition of a illegal connection to an un-permitted OWTSS\$298.00 Each

- 7. Renewal of an expired onsite wastewater disposal Permit \$ 149.00 Each
- 8. Review of evidence for a septic permit when a final inspection was not requested by the applicant/contractor to determine compliance with Monterey County Code Chapter 15.20.
Review of evidence \$ 298.00 Each
- 9. Permit for construction or repair of OWTS on slopes greater than 20% \$ 1,788.00 Each *(new)*
- 10. Permit for construction of commercial non-municipal sewage treatment facility with flow less than 10,000 gpd, up to 27 hours..... \$ 3576.00 Each, plus *(new)* approved hourly rate above 27 hours
- 11. Permit for construction of commercial non-municipal sewage treatment facility with flows 10,000 gpd or greater, up to 41 hours..... \$ 5,364.00 Each, plus *(new)* approved hourly rate above 41 hours

D. Greywater Systems as regulated by Monterey County Code Chapter 15.20 and the latest edition of the California Plumbing Code (Title 24, Part 5, California Code of Regulations.)

Per system \$ 521.00 Each

E. Evaluation Report for onsite wastewater disposal systems when requested for purpose of evaluating adequacy of such systems:

Onsite Wastewater Disposal System..... \$ 130.00 Hour

F. Miscellaneous: Wastewater monitoring, percolation testing prior to application at Planning Department, request for variance to Monterey County Code Chapter 15.20, review of technical documents..... \$ 130.00 Hour

Section 4. Housing

A. Organized Camps as defined in Part 2.3 of Division 13, section 18897 of the California Health and Safety Code.

Organized Camp \$ 690.00 Each

B. Employee Housing/Labor Camps as defined and regulated in Division 13, Part I, commencing with section 17000 of the Health and Safety Code and Title 25, Chapter 2, commencing with section 600 of the California Code of Regulations.

1. Issuance and permit fees are calculated as follows:

a. Issuance fee..... \$ 120.00 Each

b. Per employee to be housed \$ 25.00 Each

- c. Per lot or site provided for parking of mobile homes or recreational vehicles by employers..... \$ 65.00 Each
 - d. Per Dormitory.....\$ 250.00 Each
 - e. Per Single Family Dwelling.....\$ 90.00 Each
 - f. Per Mobile Home..... \$ 90.00 Each
 - g. Per Apartments\$ 90.00 Each
2. Amended permit fee.
- a. Increase in number of employees or sites\$ 70.00 Each
3. The operator shall pay a re-inspection fee for each such re-inspection as follows:
- a. First hour..... \$ 130.00 Hour
 - b. Each 30 minutes or fraction thereof after the first hour \$ 65.00 ½ Hour
4. Citizenship verification\$ 75.00 Per operator
- C. A multi-residential inspection program, other than employee housing, set forth in a municipal or county ordinance requiring a health permit shall be calculated as follows:
- 1. Application fee.....\$ 357.00 Each
 - 2. In addition each housing unit.....\$ 86.00 Each

Section 5. Land Use

Submitted with Land Use Departments

Section 6. Water

- A. Domestic Water Systems: (Operating fees) As regulated by Chapter 15.04 of the Monterey County Code and Part 12 of Division 104, Sections 116340 and 116565 of the Health and Safety Code.
- 1. Transient-Non-community water systems without treatment\$ 1,220.00 Each/Yr.
 - 2. Transient-Non-community water systems with disinfection and/or treatment for a secondary standard\$ 1,435.00 Each/Yr.

3.	Transient-Non-community water systems with treatment for a primary standard.....	\$ 1,761.00	Each/Yr.
4.	Non-transient-Non-community water systems without treatment.....	\$ 1,627.00	Each/Yr.
5.	Non-transient-Non-community water systems with disinfection and/or treatment for a secondary standard	\$ 1,842.00	Each/Yr.
6.	Non-transient-Non-community water systems with treatment for a primary standard.....	\$ 2,168.00	Each/Yr.
7.	2 connections.....	\$ 185.00	Each/Yr
8.	3 connections.....	\$ 278.00	Each/Yr
9.	4 connections.....	\$ 371.00	Each/Yr.
10.	5 connections.....	\$ 542.00	Each/Yr.
11.	6 connections.....	\$ 564.00	Each/Yr.
12.	7 connections.....	\$ 586.00	Each/Yr.
13.	8 connections.....	\$ 607.00	Each/Yr.
14.	9 connections.....	\$ 628.00	Each/Yr.
15.	10 connections.....	\$ 648.00	Each/Yr.
16.	11 connections.....	\$ 670.00	Each/Yr.
17.	12 connections.....	\$ 691.00	Each/Yr.
18.	13 connections.....	\$ 713.00	Each/Yr.
19.	14 connections.....	\$ 736.00	Each/Yr.
20.	15 - 24 connections without treatment	\$ 1,627.00	Each/Yr.
21.	15 - 24 connections with disinfection and/or treatment for a secondary standard.....	\$ 1,842.00	Each/Yr.
22.	15 - 24 connections with treatment for a primary standard.....	\$ 2,168.00	Each/Yr.
23.	25 - 99 connections without treatment	\$ 2,033.00	Each/Yr.
24.	25 - 99 connections with disinfection and/or treatment for a secondary standard.....	\$ 2,248.00	Each/Yr.
25.	25 - 99 connections with treatment for a primary standard.....	\$ 2,575.00	Each/Yr.

- 26. 100 - 199 connections without treatment \$ 2,439.00 Each/Yr.
- 27. 100 - 199 connections with disinfection and/or treatment for a secondary standard..... \$ 2,654.00 Each/Yr.
- 28. 100 - 199 connections with treatment for a primary standard..... \$ 2,981.00 Each/Yr.

B. Permit application fee for a public water system as regulated by Part 12 of Division 104, commencing with section 116570 and Part 3 of Division 101, Section 101325 of the Health and Safety Code is as follows:

- 1. A new community water system without treatment for which no domestic water supply permits have been previously issued.
Application \$ 1,783.00 Each
- 2. A new community water system with disinfection and/or treatment for a secondary standard for which no domestic water supply permits have been previously issued.
Application \$ 1,997.00 Each
- 3. A new community water system with treatment for a primary standard for which no domestic water supply permits have been previously issued.
Application \$ 2,425.00 Each
- 4. A new non-community water system without treatment for which no domestic water supply permits have been previously issued.
Application \$ 1,426.00 Each
- 5. A new non-community water system with disinfection and/or treatment for a secondary standard for which no domestic water supply permits have been previously issued.
Application \$ 1,642.00 Each
- 6. A new non-community water system with treatment for a primary standard for which no domestic water supply permits have been previously issued.
Application \$ 2,069.00 Each
- 7. An existing transient-non-community public water system applying for an amendment to a domestic water supply permit due to a change in ownership.
Application \$ 542.00 Each
- 8. An existing non-transient-non-community or community public water system applying for an amendment to a domestic water supply permit due to a change in ownership.
Application \$ 814.00 Each

- 9. An existing public water system applying for an amendment to a domestic water supply permit due to an addition or modification of the source of supply.

Application \$ 814.00 Each

- 10. An existing public water system applying for an amendment to a domestic water supply permit due to an addition or change in the method of treatment for a secondary standard and/or disinfection of the water supply.

Application \$ 814.00 Each

- 11. An existing public water system applying for an amendment to a domestic water supply permit due to an addition or change in the method of treatment for a primary standard of the water supply.

Application \$ 1,627.00 Each

- 12. An existing public water system applying for an amendment to a domestic water supply permit

Change in Classification..... \$ 130.00 Hour

- 13. An existing public water system applying for an amendment to a domestic water supply permit due to a change in the number of connections.

Application \$ 130.00 Hour

C. Permit application fee for a local or state small water system as regulated by Chapter 15.04 of the Monterey County Code Safety Code is as follows:

- 1. A local small water system for which no domestic water supply permits have been previously issued.

Plan Check Fee..... \$ 814.00 Each

- 2. A state small water system for which no domestic water supply permits have been previously issued.

Plan Check Fee..... \$ 1,071.00 Each

- 3. An existing state or local small water system applying for an amendment to a domestic water supply permit due to an addition or modification of the source of supply, addition or change in the method of treatment, or due to a change in the number of connections.

Plan Check Fee..... \$ 130.00 Hour

D. Checking of plans for an existing water system and inspection of work performed
Plan Check Fee \$ 130.00 Hour

E. Enforcement activities \$ 130.00 Hour

- F. Water source test inspection as required by Title 15 of the Monterey County Code and by Chapter 16 (commencing with section 64551) of Title 22 of the California Code of Regulations:
- Pump test inspection \$ 130.00 Hour
- G. Inspection with bacteriological and nitrate test as requested for single connection water systems:
- Inspection..... \$ 203.00 Each
- After 1 hour..... \$ 130.00 Hour
- H. Evaluation report for water systems when requested for purpose of evaluating adequacy of such systems:
- Report (lab costs additional) \$ 148.00 Each
- After 1 hour..... \$ 130.00 Hour
- I. Water well permits as required by Title 15 of the Monterey County Code:
1. Well construction/reconstruction \$ 1,213.00 Each
 2. Well destruction \$ 542.00 Each
 3. Well construction in Zone 6 \$ 1,499.00 Each
 4. Exploratory hole or borehole destruction \$ 542.00 Up to 4
 - After 4 holes \$ 72.00 Each
 5. Fee for appeal of grant or denial of permit as set forth in Monterey County Code section 15.08.160:
 - Appeal \$ 670.00 Each
 - After 5 hours \$ 130.00 Hour
 6. Fee for placement/removal of notice of violation as set forth in Monterey County Code, section 15.08.160:
 - Per placement/removal of notice \$ 148.00 Each
 7. Permit Extension \$ 148.00 Each
 8. Fee for additional site visits..... \$ 299.00 Each
 9. Permit re-issuance due to change of driller \$ 148.00 Each
 10. Staff witness water well seal placement on Saturday, Sunday or Health Department staff holiday..... \$ 195.00 Each (*new*)
- J. Desalination Plants
1. Construction-Permit application fee \$ 1,783.00 Each

2. Operating Permit..... \$ 679.00 Each/Yr

Section 7. Solid Waste

A. Bio-hazardous waste as regulated in Part 14 of Division 104, sections 117600 through 118360 of the Health and Safety Code.

1. Medical Waste Small Quantity (<200Lbs):

a. Generator w/ Onsite Treatment..... \$ 373.00 Each/Yr.

b. Common storage facility:

(1) 10 or fewer generators \$ 407.00 Each/Yr

(2) 11 - 50 generators \$ 542.00 Each/Yr.

(3) 50+ generators \$ 1,084.00 Each/Yr.

c. Generator (<200Lbs): \$ 125.00 Each/Yr.

2. Limited Quantity Medical Waste Hauler \$ 272.00 Each/Yr.

3. Large Quantity Medical Waste Generator (>200 lbs)

a general acute care hospital as defined in subdivision (a) of section 1250 of the Health and Safety Code:

1. Lg. Quantity Medical Waste Gen
(1 - 99 beds) ... \$ 1,355.00 Each/Yr.

2. Lg. Quantity Medical Waste Gen.
(100 - 199 beds) \$ 1,898.00 Each/Yr.

3. Lg. Quantity Medical Waste Gen.
(200 - 250 beds)..... \$ 2,033.00 Each/Yr.

4. Lg. Quantity Medical Waste Gen.
(251+ beds) \$ 2,439.00 Each/Yr.

b A Specialty Clinic as defined in subdivision (b) section 1204 of the Health and Safety Code:

Specialty Clinic (Sec. 1204)..... \$ 679.00 Each/Yr.

c A Skilled Nursing Facility as defined in subdivision (c) of section 1250 of the Health and Safety Code:

(1) Skilled Nursing (1 - 99 beds) \$ 399.00 Each/Yr.

(2) Skilled Nursing (100 - 199 beds)..... \$ 814.00 Each/Yr.

(3) Skilled Nursing (200+ beds) \$ 950.00 Each/Yr.

d. An Acute Psychiatric Hospital as defined in subdivision (b) of section 1250 of the Health and Safety Code:

Acute Psychiatric Hospital..... \$ 1,084.00 Each/Yr.

e. An Intermediate Care Facility as defined in subdivision (d) of section 1250 of the Health and Safety Code:

Intermediate Care Facility..... \$ 679.00 Each/Yr.

f. A Primary care clinic as defined in section 1200.1 of the Health and Safety Code:

Primary Care Clinic (Sec. 1200.1)..... \$ 814.00 Each/Yr.

g. A licensed clinical laboratory as defined in paragraph (3) of subdivision (a) of section 1206 of the Business and Professions Code:

Licensed Clinical Lab \$ 399.00 Each/Yr.

h. A health care service plan facility as defined in subdivision (f) of section 1345 of the Health and Safety Code:

1. Health Care Service Plan Facility \$ 679.00 Each/Yr.

2. A veterinary clinic or veterinary hospital
Veterinary Clinic
or Hospital..... \$ 266.00 Each/Yr.

3. A large quantity generator medical office:

Large Quantity Generator Medical Office \$ 679.00 Each Yr.

4. Medical Waste - General \$ 272.00 Each/Yr.

B. Vegetable culls and wastes as regulated by Title 10, Chapter 10.32 of the Monterey County Code:

License \$ 272.00 Each Site

(If more than one inspection each year is required, additional inspections will be billed at \$130.00/Hr)

C. Liquid Waste Haulers as regulated by Chapter 6 of Division 5 (commencing with section 5474.20) of the Health and Safety Code:

1st Truck \$ 407.00 Each/Yr

Each additional \$ 163.00 Each/Yr

~~A.~~ Solid waste disposal facilities as defined in sections 41901 and 43213 of the

D Public Resources Code.

1. Solid Waste Disposal Site Fee:

Facility Fee \$23,591.00 Each/Yr.

In addition to the annual fee, each facility will be assessed a regional fee that is based upon the percent of the total annual county-wide tonnage disposed. The total annual amount of the regional and Facility Fee shall equal \$496,080.00.

2. Solid Waste Transfer Station:

a. Large Volume Transfer Station..... \$ 7,624.00 Each/Yr.

b. Medium volume transfer station \$ 5,809.00 Each/Yr.

c. Small Volume Transfer Station \$ 2,178.00 Each/Yr.

3. Compost Facilities:

a. Full Permit \$ 3,252.00 Each/Yr.

b. Standardized Permit \$ 2,847.00 Each/Yr

c. Registration..... \$ 2,033.00 Each/Yr

d. Notification..... \$ 542.00 Each/Yr.

4. Construction and Debris:

a. Full Permit \$ 3,252.00 Each/Yr.

b. Registration \$ 2,033.00 Each/Yr

c. Notification..... \$ 542.00 Each/Yr.

5. Oil Waste Disposal Sites \$ 2,168.00 Each/Yr.

6. Closed Solid Waste Disposal Site:

a. Annual Inspection \$ 1,210.00 Each/Yr

b. Semi- Annual Inspection..... \$ 1,815.00 Each/Yr.

c. Quarterly Inspection \$ 2,662.00 Each/Yr.

7. Application for Amendment to County Wide Integrated Waste Management

Plan..... \$ 1,355.00 Each

8. Solid Waste Facilities & Operations permit application:

a. Permit Revision \$ 8,133.00 Each

b. Permit Modification	\$ 5,320.00	Each
c. Amendment: Full & Standardized	\$ 1,627.00	Each
d. Notification & Registration.....	\$ 338.00	Each
9. Solid Waste Collection Vehicle inspection:		
1st Truck	\$ 407.00	Each/Yr
Each additional.....	\$ 163.00	Each/Yr
E. Body art and ear piercing as defined in Chapter 10.91 of the Monterey County Code.		
1. Body Art Operator		
a. Application.....	\$ 60.00	Each
b. Application Revision	\$ 25.00	Each
c. Operator Card Registration	\$ 150.00	Each/Yr.
d. Temporary Operator Card Registration	\$ 35.00	Each/Yr.
2. Body Art Facility		
a. Facility Application.....	\$ 85.00	Each
b. Facility Application Revision	\$ 40.00	Each
c. Facility Permit.....	\$ 325.00	Each/Yr.
d. Temporary Facility Permit.....	\$ 325.00	Each
e. Body Art Facility Plan Check	Approved hourly rate; 2 hour minimum	Each (new)
3. Ear Piercing Facility Permit Notification.....	\$ 100.00 \$45.00	Each

Section 8 Toxics/Hazardous Materials

A. Occupational and environmental health surveys such as ventilation, air circulation, asbestos, noise, formaldehyde, or others for the purpose of evaluating safety of surrounding:		
Survey	\$ 130.00	Each Hour

B. Certified Unified Program Agency (CUPA) Permit Fees associated with Hazardous Materials and Hazardous Waste Regulation pursuant to the provisions of Health and Safety Code, Sections 101325 and 101280; Division 20, Chapter 6.5 (commencing with Sections 25100), Chapter 6.7 (commencing with Section 215280), Chapter 6.95 (commencing with Section 25500) and Chapter 6.11 (commencing with Section 25404); California Water Code (commencing with Section 13700), and California Constitution, Article XI, Section 7.

1. Facility requiring hazardous material registration and an emergency response plan: 500 lbs-2500 lbs. (Solids), 55 gals-275 gals (Liquids), 200 cubic feet-1000 cubic feet (Gases) and/or stores Motor Vehicle Fuel

Base fee	\$	475.00	Each/Yr.
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2. Agricultural facility requiring hazardous material registration and an emergency response plan 500 lbs-2500 lbs. (Solids), 55gals-275gals (Liquids), 200 cubic feet-1000 cubic feet (Gases) and/or stores Motor Vehicle Fuel

Base fee	\$	156.00	Each/Yr.
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3. Hazardous Materials Storage Fees (added each year to annual base fee 1 or 2 for businesses storing the following):
 - Solids

2,501 - 5,000 lbs. -	\$	136.00	
5,001- 50,000 lbs. -	\$	203.00	
50,001- 100,000 lbs. -	\$	272.00	
100,000 lbs. +.....	\$	338.00	

Agricultural Exempt Solids			
2,501 to 5,000 lbs.....	\$	18.00	
5,001 to 50,000 lbs.....	\$	36.00	
50,001 to 100,000 lbs.....	\$	56.00	
100,000lbs & over.....	\$	74.00	

 - Liquids

276 - 500 gals -	\$	136.00	
501 - 5,500 gals -	\$	203.00	
5,501 - 10,000 gals -	\$	272.00	
10,001 gals +.....	\$	338.00	

Agricultural Exempt Liquids			
276-500 gal.....	\$	18.00	
501-5,500 gal.....	\$	36.00	
5,501-10,000 gal.....	\$	56.00	
10,001 + gal.....	\$	74.00	

 - Gases

1,001- 2,000 cubic feet	\$	136.00	
2,001-30,000 cubic feet	\$	203.00	
30,001-40,000 cubic feet	\$	272.00	
40,001 + cubic feet.....	\$	338.00	

Agricultural Exempt Gases		
1,001-2000 cubic feet.....	\$	18.00
2,001-30,000 cubic feet.....	\$	36.00
30,001 - 40,000 cubic feet.....	\$	56.00
40,001 & over cubic feet.....	\$	74.00

4. Underground storage facility permits:

a. Base fee per facility requiring annual permit to operate	\$	407.00	Per Tank/Yr.
b. Base fee per agricultural facility \geq 1100 gallons requiring annual permit to operate.....	\$	407.00	Per Tank/Yr.
c. Permit to construct - plan check fee (base fee for 1 tank).	\$1,646.00		Each
Additional tanks	\$	407.00	Each
d. Permit to close (base fee for 1 tank).....	\$	950.00	Each
Additional tanks.....	\$	407.00	Each
e. Repair/Modification (Minor, per tank Site)	\$	679.00	Each
Repair/Modification (Major, for 1 st tank)	\$	886.00	Each
Additional tank.....	\$	407.00	Each
f. Underground Storage Tanks (exempt).....	\$	136.00	Per Tank/Yr

5. Hazardous Waste Fees - Permit for hazardous waste generators:

a. Hazardous Waste Generator Only - (Waste Oil, Non-Chlorinated Safety Solvents, Antifreeze Base fee.....	\$	475.00	Each/Yr.
b. Hazardous Waste Generator Only- Agricultural Exempt- (Waste Oil, Non-Chlorinated Safety Solvents, Antifreeze Base fee.....	\$	156.00	Each/Yr
c. Waste – Waste Oil, Non-Chlorinated Safety Solvents, Antifreeze.....	\$	136.00	Each/Yr.
d. Hazardous Waste Generator Fees:			
Less than 1 ton	\$	136.00	Each/Yr.
1-5 tons	\$	203.00	Each/Yr.
6-25 tons	\$	272.00	Each/Yr.
26-50 tons	\$	338.00	Each/Yr.

51-250 tons	\$ 407.00	Each/Yr.
251-500 tons.....	\$ 475.00	Each/Yr.
501-1,000 tons ..	\$ 542.00	Each/Yr.
1,001-2,000 tons	\$ 610.00	Each/Yr.
2,001 tons & over	\$ 679.00	Each/Yr.

e. Hazardous Waste Generator Fees (Agricultural Exempt):

Less than 1 ton.....	\$ 18.00	Each/Yr.
1-5 tons.....	\$ 36.00	Each/Yr.
6-25 tons.....	\$ 56.00	Each/Yr.
26-50 tons.....	\$ 74.00	Each/Yr.
51-250 tons.....	\$ 92.00	Each/Yr.
251-500 tons.....	\$ 110.00	Each/Yr.
501-1,000 tons.....	\$ 128.00	Each/Yr.
1,001-2,000 tons.....	\$ 147.00	Each/Yr.
2,001 tons & over.....	\$ 166.00	Each/Yr.

f. Tiered Permitting

(1) Conditional Exempt Small Quantity Treatment (CESQT)	\$ 156.00	Each/Yr
(2) Conditional Exempt Specified Waste stream (CESW)	\$ 203.00	Each/Yr.
(3) Conditional Authorized	\$ 272.00	Each/Yr
(4) Permit By Rule	\$ 338.00	Each/Yr.

g. Silver-only federal Conditionally Exempt Small Quantity Generator (CESQG) less than 100 kg per month.....

	\$ 156.00	Each/Yr.
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6. Aboveground Petroleum Storage Tanks Subject to Spill Prevention Control & Counter Measure Plan (SPCC). Fees per facility based on cumulative capacity.

a. 1320 gal < 10,000 gal capacity	\$ 193.00	Each/Yr.
b. 10,001 gal < 100,000 gal capacity	\$ 279.00	Each/Yr.
c. 100,001 gal <1,000,000 gal capacity	\$ 465.00	Each/Yr.
d. 1,000,001 gal <10,000,000 gal capacity	\$ 705.00	Each/Yr.

- e. 10,000,001 gal and over capacity \$ 1,104.00 Each/Yr.
- 7. Aboveground Petroleum Storage Tanks (Agricultural Exempt) Exempt From Spill Prevention Control & Counter Measure Plan (SPCC) (Farms, Nurseries, Logging Sites, Construction Sites With No Single Tank Greater Than 20,000 gal capacity and Cumulative Capacity Less Than 100,000 gal). Fees per facility based on cumulative capacity.
 - a. 1320 gal < 10,000 gal capacity \$ 57.00 Each/Yr.
 - b. 10,001 gal < 100,000 gal capacity \$ 80.00 Each/Yr.
- 8. Monitoring well permits and soil boring permits for hazardous materials site investigations
 - a. Permit \$ 407.00 Each
 - b. Abandonment \$ 407.00 Each
 - c. Soil Borings \$ 136.00 Each Site
- 9. Acutely Hazardous Material:
 - a. Risk evaluation for each business handling acutely hazardous material pursuant to Health and Safety Code sections 25534, 25534.1, and 25536 et seq.
CAL ARP Registration \$ 272.00 Each/Year
 - b. Risk Management Plan (RMP) review as regulated by Health and Safety Code sections 25534, 25523.1, and 25536 et seq:
 - (1) RMP First Review \$ 2,332.00 Each
 - (2) RMP Five Year Review \$ 679.00 Each
- 10. Soil sampling Site Mitigation Plan review and inspection:
Each review and inspection (4 hours) \$ 542.00 Each
- 11. Certified Unified Program Agency (CUPA) State Service Charges:
The amount of the fee imposed by Health & Safety Code Section 25404, 25404.5, and Section 25287

Section 9. Miscellaneous

- A. Re-inspections/Complaint inspections/Complaint
 - Re-inspections \$ 130.00 Each Hour
- B. Request for services:
 - 1. Application fee (1 Hour) \$ 130.00 Each Hour
 - 2. After 1 hr \$ 130.00 Each Hour

C.	File review:		
	1. Limited review (<15 min.)	\$ 37.00	Each
	2. ≥15 min	\$ 130.00	Each Hour
D.	Complaint investigation		
	1. Response and Investigation	\$ 130.00	Each Hour
	In addition to actual costs incurred for samples, laboratory analyses or other mitigation measures.		
E.	Emergency Response		
	1. Emergency Response	\$ 130.00	Each Hour
	In addition to actual costs incurred for samples, laboratory analyses or other mitigation measures		
	2. Training (to include education, drills and exercises)	\$ 130.00	Each Hour
F.	Photocopying/Faxing:		
	1. Per page	\$.12	Each
	2. Per Disk.....	\$ 5.00	Each
G.	Checks returned for insufficient funds.....	\$ 20.00	Each
H.	Witness fees:		
	Expert witness, depositions, declarations, witness, standby	\$ 130.00	Each Hour
I.	Checking of plans, amendments, and inspection of work performed:		
	1. Recreational bathing:		
	a. New swimming pool/spa Major.....	\$ 1,877.00	Each
	b. New swimming pool/spa Minor.....	\$ 874.00	Each
	c. Minor equipment remodel.....	\$ 130.00	Each hour
	2. Food facilities:		
	a. New Facility.....	\$ 1,724.00	Each
	b. Facility Remodel Major.	\$ 1,724.00	Each

	c. Facility Remodel Minor	\$ 874.00	Each
	d. Minor equipment remodel	\$ 130.00	Each Hour
3.	Other:		
	a. Other structure	\$ 299.00	Each
	b. Other structure remodel	\$ 149.00	Each
4.	After minimum hours application fee.....	\$ 130.00	Each Hour
5.	Unauthorized construction or remodeling:		
	Per unauthorized activity.....	2x the application fee	
J.	Review of environmental documents, technical or scientific reports not Otherwise specifically listed:		
	Review	\$ 130.00	Each Hour
K.	Amendment to permits not specifically listed:		
	Permit	\$ 75.00	Each
L.	Professional consultation	\$ 130.00	Each Hour
M.	Hourly rate for Environmental Health Services.....	\$ 130.00	Each Hour



Legislation Details (With Text)

File #: 12-167 **Version:** 1 **Name:** Accrediation

Type: General Agenda **Status:** Consent Agenda

File created: 4/13/2012 **In control:** Board of Supervisors

On agenda: 5/1/2012 **Final action:**

Title: a. Authorize the Director of Health to initiate the national public health accreditation application process for the Health Department; and
b. Authorize the Director of Health to submit payment for Year 1 and for four subsequent years upon approval for continuation of accreditation process.

Sponsors: Ray Bullick

Indexes:

Code sections:

Attachments: [Attachment A - Accrediation.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

a. Authorize the Director of Health to initiate the national public health accreditation application process for the Health Department; and
b. Authorize the Director of Health to submit payment for Year 1 and for four subsequent years upon approval for continuation of accreditation process.

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Authorize the Director of Health to initiate the national public health accreditation application process for the Health Department; and
b. Authorize the Director of Health to submit payment for Year 1 and for four subsequent years upon approval for continuation of accreditation process.

SUMMARY/DISCUSSION:

Local health departments are now engaging in national public health accreditation, which is intended to improve the quality and performance of public health agencies to ensure local health departments are accountable to their governing bodies, policymakers, and the communities they serve. Public health accreditation provides consistent standards so that people in different states, counties, and regions have access to the same range and quality of services. It also helps maximize scarce resources by encouraging strategic investments to improve people’s health, demonstrates accountability to residents and elected officials, and spurs innovation as departments work together to meet their communities’ needs. The national accreditation program is currently voluntary and officially began in 2011 by the Centers for Disease Control and Prevention with support from the Robert Wood Johnson Foundation. The Public Health Accreditation Board (PHAB) is the national accrediting organization for public health departments.

The national accreditation process will align activities that are needed for fully implementing Monterey County Health Department's (MCHD) Strategic Plan initiatives and supporting the county-wide performance management system process. This community, staff, inter-, and intra-departmental engagement process will be used to prepare pre-requisite documents and demonstrate evidence of the department's conformity to accreditation standards and measures. Once awarded, accreditation is in effect for five years; as accreditation status nears expiration, health departments apply for reaccreditation.

MCHD has created the Planning, Evaluation, and Policy Unit to oversee MCHD's Strategic Plan implementation and accreditation processes by shifting staff within the department to the new unit. The process timeline and fees are

Please see: Attachment A

The total financial obligation to PHAB for the accreditation process is \$31,700 which is to be paid over a five year period. Fees are based on population served and cover training, technical assistance, access to the online accreditation information system, document reviews, site visit, annual quality improvement guidance and recommendations for five years.

Upon authorization, the Director will submit payment in the amount of \$7,950 for Year 1 activities to the PHAB.

OTHER AGENCY INVOLVEMENT:

The CAO Budget Analyst has reviewed and concurs with recommendation. There has been no other County Department or Agency involved in initiating the national public health accreditation application process.

FINANCING:

Payment for Year 1 is \$7,950; payments for four subsequent years are \$5,963 annually for a grand total of \$31,800. There are sufficient appropriations for the first year of its national Local Health Department Accreditation process in Health Department's HEA003-8128 Fiscal Year 2011-12 Adopted Budget and this expense was included in Health Department's HEA003-8128 Fiscal Year 2012-13 Recommended Budget. Approval of this action has no impact to the County General Fund.

Prepared by: Patricia Zerounian, Management Analyst II, 4583

Approved by: Ray Bullick, Director of Health 4526

	Year 1	Year 2	Years 3-5
MCHD	<ul style="list-style-type: none"> ▪ Prepares and assesses readiness, completes online orientation, and informs PHAB of its intent to apply ▪ Submits application form and fee, and completes applicant training ▪ Develop department accreditation team ▪ Develop department strategic plan implementation plan (prerequisite for application) ▪ Develop community health improvement plan (prerequisite for application) 	<ul style="list-style-type: none"> ▪ Identify and upload documents that demonstrate MCHD's conformity with the PHAB standards and measures ▪ Selection of continuous quality improvement projects 	<ul style="list-style-type: none"> ▪ Annual report and fees
PHAB	<ul style="list-style-type: none"> ▪ Receive intent to apply ▪ Open application process 	<ul style="list-style-type: none"> ▪ PHAB site visit to MCHD ▪ Determination of accreditation status 	<ul style="list-style-type: none"> ▪ Annual quality improvement guidance
Fees	\$7,950	\$5,963	\$5,963 annually



Legislation Details (With Text)

File #: 12-151 **Version:** 1 **Name:** District Attorney's Office Victim Assistance Unit and Prosecution Programs
Type: General Agenda **Status:** Consent Agenda
File created: 4/11/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**

Title: Approve and Authorize the District Attorney to sign and submit eleven applications, including any extensions or amendments thereof, for continued funding for Fiscal Year (FY) 2012-13 from Federal and State agencies for the District Attorney's Office Victim Assistance Unit and Prosecution Programs.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Approve and Authorize the District Attorney to sign and submit eleven applications, including any extensions or amendments thereof, for continued funding for Fiscal Year (FY) 2012-13 from Federal and State agencies for the District Attorney's Office Victim Assistance Unit and Prosecution Programs.

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors Approve and Authorize the District Attorney to sign and submit eleven applications, including any extensions or amendments thereof, for continued funding for Fiscal Year (FY) 2012-13 from Federal and State agencies for the District Attorney's Office Victim Assistance Unit and Prosecution Programs as identified in the attached Board Order.

SUMMARY:

The Monterey County District Attorney's Office relies on a variety of Federal and State grants to provide a portion of the financial support required by the Department for the services it provides in the County. Funding for these programs is expected to continue in FY 2012-13. The Federal and State agencies responsible for these grants require the recipient departments to submit an application to renew funding for the upcoming fiscal year even though there is an established relationship between the County and the funding agency in the current fiscal year. This is the tenth year in which this overall approval practice is being utilized to streamline the grant application and acceptance process. The specific grants and administering State agencies for which this authorization is being requested are as follows:

- Victim Compensation and Government Claims Board (VCGCB)
- Victim Witness Assistance Program (California Emergency Management Agency)
- Vertical Prosecution Program - Child Abuse (California Emergency Management Agency)
- Automobile Insurance Fraud Prosecution Program (Department of Insurance)
- Workers Compensation Fraud Prosecution Program (Department of Insurance)

Underserved Victim Advocacy and Outreach (California Emergency Management Agency)
Life and Annuity Consumer Protection Fund (Department of Insurance)
Traffic Safety Resource Prosecutor Program (California Office of Traffic Safety)
Disability & Health Care Fraud (DOI)
Southwest Prosecution Initiative ((DHS)
Victims of Crime Act (EMA)

DISCUSSION:

Approval of the recommended action will allow the District Attorney to submit the approved Board Order as verification of Board approval granting authority to sign the various grant agreements for renewal of funding for those designated programs, while eliminating the necessity for eleven individual Board Reports requesting the Board's consideration and approval for each grant agreement.

OTHER AGENCY INVOLVEMENT:

No other agency is involved with this request.

FINANCING:

If approved, the subject grant funds will be included in various appropriations and revenues requests submitted for Board approval as part of the FY 2012-13 Recommended Budget. Approval of this request and the receipt of the subject grants will have no new impact on the County General Fund.

Prepared by: Bruce Suckow, Finance Manager to DA

Approved by: Dean D. Flippo, District Attorney

Attachments: None



Legislation Details (With Text)

File #: 12-170 **Version:** 1 **Name:** Polaris Donation
Type: General Agenda **Status:** Consent Agenda
File created: 4/16/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**
Title: a. Accept the donation of a 2010 Polaris Four Wheel Drive vehicle (“Polaris”) from Miller’s Towing, located in King City; and
b. Authorize the Sheriff’s Office to use the vehicle for the County’s Marijuana Eradication Program.
Sponsors:
Indexes:
Code sections:
Attachments: [Attachment A](#)

Date	Ver.	Action By	Action	Result
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Title

a. Accept the donation of a 2010 Polaris Four Wheel Drive vehicle (“Polaris”) from Miller’s Towing, located in King City; and
b. Authorize the Sheriff’s Office to use the vehicle for the County’s Marijuana Eradication Program.

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors

a. Accept the donation of a 2010 Polaris Four Wheel Drive vehicle (“Polaris”) from Miller’s Towing, located in King City; and
b. Authorize the Sheriff’s Office to use the vehicle for the County’s Marijuana Eradication Program.

SUMMARY/DISCUSSION:

The vehicle is a 2010 Polaris four wheel drive vehicle, Vehicle Identification Number 4XATY76A4A4903722 and currently has 559 miles. The estimated value of the vehicle is between \$2,500 and \$3,500.

The Polaris was evidence from a marijuana grow site and was impounded at the Monterey County Sheriff’s Office on August 27, 2011, reference case number 05495-11. Once the vehicle was no longer needed as evidence, it was delivered to Miller’s Towing on December 16, 2011 for vehicle storage. Miller’s Towing is a contract vendor providing towing and storage facilities for the Monterey County Sheriff’s Office. Miller’s Towing began the lien sale process on January 4, 2012. Miller’s Towing completed the required Department of Motor Vehicle lien forms in an attempt to notify the registered owner. The registered owner did not respond. Miller’s Towing has indicated a preference that the Polaris put to use by a law enforcement agency. Attached is Miller’s Towing’s donation letter.

The Polaris will be used by the County of Monterey, Marijuana Eradication Team (COMMET) in its efforts to eradicate out door marijuana gardens in Monterey County. California Government Code section 25355 and 25356 provides authority for the Board of Supervisors to accept the donation.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office and County Counsel have reviewed this report.

FINANCING:

Approval of the recommended action will have no significant impact on the County General Fund Contribution.

Prepared by: Chuck Monarque, Chief Deputy-Operations

Approved by: Scott Miller, Sheriff-Coroner

Attachments: Attachment "A"

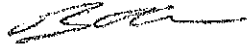
MILLER'S TOWING
1000 Industrial Way
King City, CA 93930
Phone 831-385-4402
Fax 831-385-4425

.....
MILLER'S TOWING

To Whom It May Concern,

We Miller's Towing desire to donate a Green 2010 Polaris
Ranger VT with License Plate# 00M19L and VIN#
4XXATY76A4A4903722 to the Monterey County Sheriff's
Office.

Brian Miller



YOU CALL WE HAUL

NOTICE OF PENDING LIEN SALE FOR VEHICLE VALUED \$4000 OR LESS
(Civil Code §3972)

LIEN SALE UNIT
P.O. BOX 932317
SACRAMENTO, CA 94222-3170

TO WHOM IT MAY CONCERN:

This is to notify you that I intend to sell this vehicle at a Lien Sale (public sale) because my towing, storage, or repair bill has not been paid. You may wish to take one of the following actions:

1. Pay my bill and reclaim the vehicle before the sale date.
2. Stop the sale and dispute the lien in court. You may stop the sale by completing the Declaration of Opposition below and forwarding this notice to the DMV in the enclosed envelope within 10 days of the date this notice was mailed.
3. Disregard this notice if you no longer own or want this vehicle so I can proceed with the sale. However, if you are the last owner of record, you may be liable for removal and disposition costs and lien not satisfied by sale of the vehicle.

VEHICLE DESCRIPTION	LIEN NUMBER	SALE REGISTERED	LICENSE EXPIRATION DATE	VEHICLE IDENTIFICATION NUMBER (VIN)
	00M19L	CA	06/30/2012	4XAT1Y76A444903722
INFORMATION ABOUT MY LIEN	MAKE	YEAR	MODEL	SEAT TYPE
	POL	2010		4W
INFORMATION ABOUT THE SALE	DATE VEHICLE DROVE INTO MY POSSESSION	DATE I WAS BILLED FOR SERVICES (DATE)	DATE WORK ON SERVICES COMPLETED	AM TOWING AND STORAGE FEE PAID BY A PUBLIC AGENCY?
	12/16/11	00/00/00	00/00/00	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
The amount and basis for my lien and outstanding parking violation bill is:				
STORAGE FEE	AT THE DATE OF DATE OF SALE	TOWING	REPAIRS	PARKING VIOLATIONS (CVC 22611)
\$ 900.00	\$ 60.00	\$ 0.00	\$ 0.00	\$ 0.00
DATE NOTICE OF SALE MAILED: 1/4/12				
DATE OF SALE: 2/6/12				
LOCATION OF SALE (STREET ADDRESS): 1000 INDUSTRIAL WAY				
CITY: KING CITY STATE: CA ZIP CODE: 93300				

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I have no information or belief that there is a valid defense to the claim which gives rise to the lien.

DATE: 1/2/30/11 SIGNATURE OF TOWING OR REPAIR ACTING FOR LIENHOLDER: *[Signature]* BY: *[Signature]* Agent

CERTIFICATION

LIENHOLDER (NAME): MILLER'S TOWING TELEPHONE NUMBER: 931-985-4402 BUSINESS OR AUTOMOTIVE REPAIR NO.:

ADDRESS: 1000 INDUSTRIAL WAY CITY: KING CITY STATE: CA ZIP CODE: 93300

AGENT ADDRESS FOR TOWING/REPAIR: P.O. Box 5354 San Luis Obispo, Ca. 93403

REPAIR ADDRESS FOR TOWING/REPAIR: P.O. Box 5354 San Luis Obispo, Ca. 93403

REPAIR AUTO CLEARANCE: (805) 541-3336 STATE: ZIP CODE: 08020

DECLARATION OF OPPOSITION

ADDRESS: CITY: STATE: ZIP CODE:

MAILING ADDRESS IF DIFFERENT FROM ABOVE:

DATE: SIGNATURE:

(Must be sent to DMV within 10 days of date notice of sale mailed)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

ATTENTION: This Declaration of Opposition will not be valid unless you have signed, provided your true full name, and a valid address. If the lienholder is unable to serve you with a court action, he/she will be allowed to continue with the lien sale (Civil Code §3072).

NOTE TO THE LIENHOLDER:
This notice is to be sent to the registered owner, legal owner, Department of Motor Vehicles, and any other person interested in this vehicle, 31 to 41 days before the date of sale (do not count day notice mailed). Send notice certified mail, return receipt requested, or U.S. Postal Service Certificate of Mailing.
EXCEPTION: Notice to the department must be sent by certified mail, return receipt requested.
At least 10 days before the sale, a copy of this notice shall be posted in a conspicuous place on the premises of the business office of the lienholder, and if the sale occurs at a place other than the business office, a notice must be posted at the site of the forthcoming sale.

REGISTERED OWNER
KEVIN JOSEPH MCEVOY
116 CUESTA REAL
LA HONDA, CA 94020

LEGAL OWNER

INTERESTED PARTIES
Department of Motor Vehicles
Lien Sale Unit
P.O. Box 932317
Sacramento, CA 94222-3170

INTERESTED PARTIES
KEVIN JOSEPH MCEVOY
PO BOX 658
LA HONDA, CA 94020



**CERTIFICATION OF LIEN SALE
FOR VEHICLE VALUED \$4000 OR LESS**

LIEN SALE UNIT
P.O. BOX 932317
SACRAMENTO, CA 94232-3170

CIVIL CODE §3072 Stockno # 26704DMT

NOTE TO THE LIENHOLDER:

When a vehicle is sold at auction, immediately complete this form and give to the buyer. Retain a copy to submit to DMV with any excess fees. If the vehicle is not sold because a qualifying bid was not received, the lienholder becomes the buyer indicated on the Certification of Sale section. When the vehicle is sold in the future, complete a bill of sale and give both forms to the buyer. All registration fees and penalties become due and payable on the lien sale date. Following the sale of a vehicle, remove and destroy the vehicle's license plate(s), and within 5 days of sale, submit a completed Notice of Release of Liability (NRL) form to DMV.

VEHICLE DESCRIPTION	LICENSE NUMBER 00M19L	STATE REGISTERED CA	LICENSE EXPIRATION DATE 06/30/2012	VEHICLE IDENTIFICATION NUMBER (VIN) 4XATY76A4A4903722	
	MAKE POL	YEAR 2010	MODEL 4W	BODY TYPE	ENGINE NUMBER (MOTORCYCLE ONLY)
DATE VEHICLE CAME INTO MY POSSESSION December 16, 2011		DATE OWNER BILLED FOR SERVICES/STORAGE 00/00/00	DATE WORK OR SERVICES COMPLETED 00/00/00	IF AUTHORIZED BY A PUBLIC AGENCY, OR PURSUANT TO VC § 29001.5(b)(1), 29011.1	

AUTHORITY TO CONDUCT LIEN SALE

In accordance with Civil Code §3072, my authority to conduct this lien sale is:

After the Notices of Pending Sale were mailed to DMV, the registered/legal owners at their addresses of record with DMV, and any other person known to have an interest in the vehicle, the sale was conducted not less than 31 days or more than 41 days. I have not received notice from DMV prohibiting this lien sale.

A certified copy of the court judgment to proceed with the sale.

A release of interest from the opposer(s) after opposition filed.

Authorization from DMV after proof of unsuccessful service.

There is no record on file and no known interested parties. A total of 31-41 days have elapsed before the sale was conducted.

Note: Vehicle record from DMV and/or a certified copy of the court judgement or release of interest (as appropriate) must be attached.

NOTICE OF PENDING SALE

In accordance with Civil Code §3072, Notices of Pending Sale with accompanying Declarations of Opposition were mailed to the registered and legal owners of record, interested parties, and DMV, 31 to 41 days prior to the lien sale.

Note: Postal receipts or postal listing sheet must be attached.

7011570000295400598 Mailed: 1/4/12

CERTIFICATE OF SALE

The above described vehicle was sold on: 2/6/12

BUYER'S TRUE FULL NAME: _____

ADDRESS: **MILLER'S TOWING**

CITY: **1000 INDUSTRIAL WAY**

CITY: **KING CITY, CA 93930** ZIP: _____

THE AUCTION SALE AND PROCEEDS

NOTE TO LIENHOLDER: If vehicle retained by lienholder, complete number 2 only.

1. The vehicle was sold for: \$ 2

2. The billing and costs were:

A. TOWING.....	\$ 3,180.00
B. STORAGE.....	\$ 0.00
C. REPAIRS.....	\$ 70.00
D. COST OF SELLING (CANNOT EXCEED \$70)	\$ _____

TOTAL OF 2 (ADD A THROUGH D) \$ _____

3. PARKING VIOLATIONS..... \$ _____

4. EXCESS FEES* (LINE 1 MINUS TOTAL OF 2 AND 3)..... \$ _____

***EXCESS FEES MUST BE SUBMITTED TO DMV WITH A COMPLETED COPY OF THIS FORM WITHIN 15 DAYS OF THE SALE DATE.**

CERTIFICATION

LIENHOLDER'S NAME (PRINT): **MILLER'S TOWING** TELEPHONE NUMBER: **931-285-4402**

STREET ADDRESS: **1000 INDUSTRIAL WAY** CITY: **KING CITY CA 93930** STATE: _____ ZIP: _____

AGENT ACTING FOR LIENHOLDER (PRINT NAME): **REIS AUTO CLEARANCE** REGISTRATION SERVICE NUMBER: **08020** TELEPHONE NUMBER: **805-541-3336**

STREET ADDRESS: **P.O. BOX 5354** CITY: **SAN LUIS OBISPO, CA 93403** STATE: _____ ZIP: _____

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE: 2-8-12 LIENHOLDER'S OR AGENT'S (ACTING FOR LIENHOLDER) SIGNATURE: MILLER'S TOWING

REQUESTER: Reis Enterprise
Tow Supplies & Lien Sale

Report 34

CNTL#: 361487 ASOF: 12/27/11 LIC#: 00M19L VIN#: 4XATY76A4A4903722 MAKE: YR: REFR:26704DMT
YR: 10 MAKE: POL LIC#: 00M19L VIN#: 4XATY76A4A4903722 BTM: 4W
EXP: 06/30/12 OCID: 03/24/11 RCID: 11/07/11 SOLD: 00/00/10 CLAS: CP

✓ RO: MCEVOY KEVIN JOSEPH
PO BX 658
LA HONDA

116 CUESTA REAL

CC: 41

ZIP: 94020

LEGAL OWNER SAME AS REG OWNER

END

San Luis Obispo, CA 93403



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

2011 1570 0002 9540 0598

Postage	\$ 2.68
Certified Fee	2.85
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.53

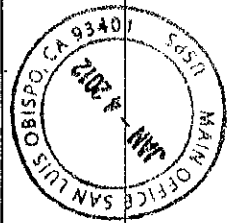


Sent to: Dept. of Motor Vehicles
 Lib. Sale Section
 Street, Apt. No.: P.O. Box 932317
 or PO Box No. Sacramento, CA 95832-3170
 City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

1	85510SAC	-11	44	42
2	85510SAC	-21	44	42
3	85510SAC	-31	44	42
4	85510SAC	-41	44	42
5	85510SAC	-51	44	42
6	85510SAC	-61	44	42
7	26709DMT	-11	44	42
8	26709DMT	-31	44	42
*9	26704DMT	-11	44	42

KEVIN JOSEPH MCEVOY
 116 CUESTA REAL
 LA HONDA, CA 94020



Total Number of Pieces Listed by Sender
 9

Total Number of Pieces Received at Post Office
 7

Postmaster, Per. (Name of Receiving Employee)

6

Revs Auto Clearance LIC#08020
 P O Box 5354
 San Luis Obispo, CA 93403

USPS Certificate of Mailing

Item Number	Quantity	Article	Sender Address, City, State, ZIP
1	26704	DMT -31	KEVIN JOSEPH MCEVOY PO BOX 658 LA HONDA, CA 94020
2	8400	COMT -11	
3	64059	COMT -11	
4	64380	COMT -11	
5	138021	MARX-11	
6	138021	MARX-21	
7	137743	MARX-11	
8	137743	MARX-31	
9	138020	MARX-11	

Total Number of Pieces Listed by Sender: _____
 Total Number of Pieces Received at Post Office: _____

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1	44	42	
2	44	42	
3	44	42	
4	44	42	
5	44	42	
6	44	42	
7	44	42	
8	44	42	
9	44	42	



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Legislation Details (With Text)

File #: 12-134 **Version:** 1 **Name:** Adopt Resolution FY2010 RCPG MOU Reade
Type: BoS Resolution **Status:** Consent Agenda
File created: 4/6/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**
Title: Adopt Resolution to:
a. Enter into an Agreement with the City and County of San Francisco for the distribution of Fiscal Year (FY) 2010 Regional Catastrophic Preparedness Grant Program Funds (RCPG) Grant Funds in an amount not to exceed \$1677.00; and
b. Designate and authorize as Monterey County representative, the Emergency Services Manager to execute the Agreement.

Sponsors:

Indexes:

Code sections:

Attachments: [Board Resolution 10 RCPG Grant Agreement 2012](#)
[10 RCPGP MOU Monterey appkp](#)

Date	Ver.	Action By	Action	Result
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Title

Adopt Resolution to:
a. Enter into an Agreement with the City and County of San Francisco for the distribution of Fiscal Year (FY) 2010 Regional Catastrophic Preparedness Grant Program Funds (RCPG) Grant Funds in an amount not to exceed \$1677.00; and
b. Designate and authorize as Monterey County representative, the Emergency Services Manager to execute the Agreement.

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors:
adopt a Resolution (a) approving the County of Monterey to enter into an Agreement with the City and County of San Francisco for the distribution of FY 2010 RCPG Grant Funds in an amount not to exceed \$1677.00; and
(b) designate and authorize as Monterey County representative, the Emergency Services Manager to execute the Agreement.

SUMMARY:

The execution of an Agreement between the City and County of San Francisco and the County of Monterey is a necessary step in order for the County to receive reimbursement from the Department of Homeland Security (“DHS”) FY 2010 RCPG Grant Program within the Bay Area UASI Region.
San Francisco has been designated as the grantee for the UASI funds granted by DHS through the California Emergency Management Agency (“CalEMA”) to the bay area UASI region, with the responsibility to establish procedures and execute sub-grant agreements for the distribution of RCPG program grant funds to jurisdictions selected by the Approval Authority to receive grant funding. San Francisco has also been designated as the fiscal agent for the Approval Authority to establish procedures and provide all financial services for distribution

of RCPG funds within the UASI Region.

Because the grant funds come from DHS, through CalEMA, the terms and conditions of the Agreement are in line with the grant documents, grant assurances, spending and reimbursement procedures as other DHS grant programs the County of Monterey participates in.

The \$1677.00 has been awarded to the County of Monterey by the Bay Area UASI Approval Authority for the reimbursement of travel by Emergency Planner Sidney Reade who attended a National Catastrophic Preparedness Conference in New York City, representing the Bay Area UASI and RCPG team. The FY 2010 UASI Regional Catastrophic Preparedness Grant Program ("RCPGP") is responsible for developing and implementing regional catastrophic planning for both the UASI region and local counties. The conference was held to bring lessons learned from across the county in catastrophic planning in order to improve future Homeland Security efforts

DISCUSSION:

The County of Monterey has participated in the RCPGP since 2009 and in 2011 was voted into full voting membership by the Bay Area UASI Approval Authority. The County has several local Catastrophic Plans funded through this grant. This resolution will approve the necessary Agreement between the Bay Area UASI Region and the County of Monterey to receive the funds and will designate and authorizes Monterey County's staff representatives to execute the Agreement.

OTHER AGENCY INVOLVEMENT:

The Office of Emergency Services coordinates the Agreement with the City and County of San Francisco, as the Grantee and Fiscal Agent for the RCPG funds, and coordinates reporting efforts for the Homeland Security Grant Program. The Office of Auditor-Controller may be required to validate financial documentation and to receive and distribute funds.

FINANCING:

The Office of Emergency Services is funded in Unit 1050/CAO005/8056/UASI/2010. The grant will reimburse all of Ms. Reade travel so there is no direct cost to OES. There will be no direct fiscal impact to the County General Fund. In direct cost include in kind match of \$2133.00 of Ms. Reade's salary while she was in travel status.

Prepared by: Sherrie Collins, Emergency Services Manager x 1901

Approved by: Nicholas E. Chiulos, Intergovernmental and Legislative Affairs Director, x 5145

Attachments:

Resolution, MOU

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

Resolution No.

- a) Adopt a Resolution to approve an Agreement with the City and County of San Francisco for the distribution of FY 2010 RCPG Grant Funds; and
- b) Designate and authorize the Monterey County Emergency Services Manager to execute the Agreement.

WHEREAS, the Board of Supervisors adopts a resolution that the County of Monterey can enter into an Agreement with the City and County of San Francisco for the Distribution of FY 2010 RCPG Grant Funds;

WHEREAS, the Board of Supervisors designates and authorizes the Monterey County Emergency Services Manager to execute the Agreement; and

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Supervisors does hereby does hereby proclaim that the County of Monterey can enter into an Agreement with the City and County of San Francisco for the Distribution of FY 2010 RCPG Grant Funds in the amount not to exceed \$1,677.00, and that the County Emergency Services Manager is authorized to execute the Agreement for the purposes of this grant.

**AGREEMENT BETWEEN THE CITY AND COUNTY OF
SAN FRANCISCO AND THE COUNTY OF MONTEREY
FOR THE DISTRIBUTION OF FY 2010 REGIONAL CATASTROPHIC PREPAREDNESS
GRANT PROGRAM FUNDS**

THIS AGREEMENT is made this **DECEMBER 1, 2011**, in the City and County of San Francisco, State of California, by and between the **COUNTY OF MONTEREY** ("MONTEREY") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("San Francisco" or "City"), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Francisco Department of Emergency Management ("DEM").

RECITALS

WHEREAS, The United States Department of Homeland Security ("DHS") consolidated the separate San Jose, Oakland, and San Francisco Urban Areas into a combined Bay Area Urban Area ("Bay Area Region") for certain federal homeland security grant programs; and

WHEREAS, The Bay Area Urban Area Approval Authority ("Approval Authority") was established as the Urban Area Working Group ("UAWG") for the Bay Area Region, to provide overall governance of certain homeland security grant program across the Bay Area Region, to coordinate development and implementation of homeland security grant program initiatives, and to ensure compliance with all grant program requirements; and

WHEREAS, The UASI General Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Francisco has been designated as the grantee for certain federal homeland security funds granted by the DHS through the California Emergency Management Agency ("CalEMA") to the UASI Bay Area Region, including Regional Catastrophic Preparedness Grant Program ("RCPGP") funds, with responsibility to establish procedures and execute subgrant agreements for the distribution of those grant funds; and

WHEREAS, San Francisco has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of federal homeland security grant funds within the Bay Area Region; and

WHEREAS, Pursuant to grant award and grant distribution decisions by the Approval Authority, the UASI Management Team has asked San Francisco to distribute a portion of the regional RCPGP grant funds to MONTEREY on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Specific Terms**. Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Authorized Expenditures**” shall mean expenditures for those purposes identified and budgeted in Appendix A, attached hereto and incorporated by reference as though fully set forth herein.

(c) “**Event of Default**” shall have the meaning set forth in Section 7.1.

(d) “**Fiscal Quarter**” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to MONTEREY under this Agreement.

(f) “**Grant Plan**” shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in Appendix A. If MONTEREY requests any modification to the Grant Plan, MONTEREY shall submit a written request to the UASI General Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of prior approved and requested modifications to the Grant Plan, and any necessary approvals in support of the requested change (e.g., EHP).

(g) “**Indemnified Parties**” shall mean: (i) San Francisco, including all commissions, departments including DEM, agencies, and other subdivisions of San Francisco; (ii) San Francisco’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) “**Reimbursement Request**” shall have the meaning set forth in Section 3.11(a).

1.2 **Additional Terms**. The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “contractor,” “subcontractor,” “subgrantee,” “successor” or “assign” herein refers only to a contractor, subcontractor, subgrantee, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” herein or “hereto” refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2 ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN FRANCISCO'S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and CalEMA requirements, guidelines, information bulletins, and instructions, the decision-making of the CalEMA and the Approval Authority, the approved application, the terms and conditions of the grant award, and to the extent applicable the budget and fiscal provisions of the San Francisco Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. MONTEREY acknowledges and agrees that grant decisions are subject to the discretion of the CalEMA and Approval Authority. Further, MONTEREY acknowledges and agrees that the City shall have no obligation to disburse grant funds to MONTEREY until City and MONTEREY have fully and finally executed this Agreement. MONTEREY acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by CalEMA and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller: Guaranteed Maximum Costs.** No funds shall be available under this Agreement until prior written authorization certified by the San Francisco Controller. In addition, as set forth in Section 21.19 of the San Francisco Administrative Code:

(a) San Francisco's obligations hereunder shall not at any time exceed the amount approved in the grant award and/or by the Approval Authority, and certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by San Francisco ordinances governing emergency conditions, San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to request MONTEREY to perform services or to provide materials, equipment and supplies that would result in MONTEREY performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement, unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. San Francisco is not required to pay MONTEREY for services, materials, equipment or supplies that are provided by MONTEREY that are beyond

the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by San Francisco.

(c) San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to offer or promise to MONTEREY additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. San Francisco is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement that requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

(d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 **SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3 PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **DECEMBER 1, 2011** and shall end at 11:59 p.m. San Francisco time on **JANUARY 31, 2013.**

3.2 **Grant Allocation; Grant Match.** The total allocation of Grant Funds to MONTEREY is **TWO THOUSAND TWO HUNDRED THIRTY-EIGHT DOLLARS (\$2,238)**. The total allocation includes a mandatory 25% local Grant Match requirement of **FIVE HUNDRED SIXTY DOLLARS (\$560)**. MONTEREY shall provide the required Grant Match through in-kind services or appropriation of non-Federal funds, as defined in 44 C.F.R. §13.24. Pursuant to its approved Grant Match plan due under Appendix A, MONTEREY shall provide a Grant Match of in-kind services or non-Federal funds each time it submits a Reimbursement Request under Section 3.11, in an amount equal to 25% of the Reimbursement Request.

3.3 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **ONE THOUSAND, SIX HUNDRED SEVENTY-EIGHT DOLLARS (\$1,678)**.

3.4 **Use of Funds.**

(a) General Requirements. MONTEREY shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. MONTEREY shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. MONTEREY shall not permit any federal employee to receive Grant Funds.

(b) Modification of Grant Plan. Under Section 1.1(f) of this Agreement, MONTEREY may submit a written request to modify the Grant Plan. MONTEREY shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for

modification until (1) the General Manager or designee has provided written approval for the request and (2) the parties have finally executed a modification of this Agreement under Section 10.2, to reflect the modified Grant Plan. In addition, if the modification request requires approval from the Approval Authority and/or CalEMA, as determined by the General Manager, MONTEREY shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or CalEMA.

(c) No Supplanting. MONTEREY shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) Obligations. MONTEREY must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

3.5 **Grant Assurances; Other Requirements; Cooperation with Monitoring.**

(a) MONTEREY shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. MONTEREY shall require all subgrantees, contractors and other entities receiving Grant Funds through or from MONTEREY to execute a copy of the Grant Assurances, and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, MONTEREY shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, CalEMA grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by CalEMA or the Approval Authority. MONTEREY shall require and ensure that all subgrantees, contractors and other entities receiving Grant Funds through or from MONTEREY comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, CalEMA grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by CalEMA or the Approval Authority.

(c) MONTEREY shall promptly comply with all standards, specifications and formats of San Francisco and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. MONTEREY shall cooperate in good faith with San Francisco and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, CalEMA, San Francisco or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, MONTEREY shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.6 **Administrative, Programmatic and Financial Management Requirements.**

MONTEREY shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that MONTEREY comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

- (a) Administrative Requirements:
 - 1. 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*; and
 - 2. 2 CFR Part 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations* (formerly OMB Circular A-110).

- (b) Cost Principles:
 - 1. 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (formerly OMB Circular A-87);
 - 2. 2 CFR Part 220, *Cost Principles for Educational Institutions* (formerly OMB Circular A-21);
 - 3. 2 CFR Part 230, *Cost Principles for Non-Profit Organizations* (formerly OMB Circular A-122); and
 - 4. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations*.

- (c) Audit Requirements:
 - 1. OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

3.7 **Technology Requirements.**

(a) National Information Exchange Model ("NIEM"). MONTEREY shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. MONTEREY is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) MONTEREY is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.8 **Procurement Requirements.**

(a) General Requirements. MONTEREY shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Specific Purchases. If MONTEREY is using Grant Funds to purchase interoperable communication equipment, MONTEREY shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If MONTEREY is using Grant Funds to acquire critical

emergency supplies, prior to expending any Grant Funds, MONTEREY shall submit to the UASI Management Team for approval by CalEMA a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond requirement. MONTEREY shall obtain a performance bond for any equipment items over \$250,000 or any vehicle, aircraft or watercraft financed with Grant Funds.

3.9 Subgrantee and Contractor Requirements.

(a) MONTEREY shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from MONTEREY is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 44 CFR Part 17. MONTEREY shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor or other entity. MONTEREY shall maintain documentary proof of this verification in its files. MONTEREY shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded parties. MONTEREY shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) MONTEREY shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from MONTEREY complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) MONTEREY shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from MONTEREY complies with the requirements of 44 CFR Part 17, *Government-wide Requirements for a Drug-Free Workplace (Grants)*.

3.10 Monitoring Grant Performance.

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of MONTEREY's performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and

4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) MONTEREY is responsible for monitoring and auditing the grant activities of any subgrantee, contractor or other entity receiving Grant Funds through or from MONTEREY. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or CalEMA makes findings that require a Corrective Action Plan by MONTEREY, the City shall place a hold on all Reimbursement Requests from MONTEREY until the findings are resolved.

3.11 **Disbursement Procedures**. San Francisco shall disburse Grant Funds to MONTEREY as follows:

(a) MONTEREY shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for MONTEREY regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will return to MONTEREY any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(c) The UASI Management Team will submit any Reimbursement Request that is approved by the UASI Management Team to DEM. City through DEM shall review the Reimbursement Request for compliance with this Agreement and all applicable guidelines and requirements. City shall return to the UASI Management Team any Reimbursement Request that is not approved by City, with a brief explanation of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until MONTEREY submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team and to City.

(e) For Reimbursement Requests approved by both the UASI Management Team and City, City shall disburse Grant Funds by check payable to MONTEREY, sent via U.S. mail in accordance with Article 9, unless City otherwise agrees in writing, in its sole discretion. City shall make disbursements of Grant Funds no more than once during each MONTH.

(f) If MONTEREY is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until MONTEREY has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.12 **Disallowance**. MONTEREY agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, MONTEREY shall promptly refund the disallowed amount to City upon City's written request. At

its option, City may offset all or any portion of the disallowed amount against any other payment due to MONTEREY hereunder or under any other Agreement with MONTEREY. Any such offset with respect to a portion of the disallowed amount shall not release MONTEREY from MONTEREY's obligation hereunder to refund the remainder of the disallowed amount.

3.13 **Sustainability**. Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. By executing this Agreement, MONTEREY acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. MONTEREY acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.14 **EHP Requirements**.

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. MONTEREY shall not initiate any project with the potential to impact environmental or historic properties or resources until CalEMA and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. MONTEREY shall notify the UASI Management Team of any project that may require an EHP review. MONTEREY agrees to provide detailed project information to FEMA, CalEMA and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. MONTEREY shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, MONTEREY may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, MONTEREY shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, MONTEREY shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If MONTEREY is using Grant Funds for a communication tower project, MONTEREY shall complete its Federal Communication Commission ("FCC") EHP process before preparing its CalEMA/FEMA EHP materials, and shall include the FCC EHP materials in the CalEMA/FEMA submission.

(b) Any construction or other project that MONTEREY initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of MONTEREY to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA's and/or CalEMA's EHP review will result in the denial of Reimbursement Requests.

3.15 **National Energy Conservation Policy and Energy Policy Acts**. MONTEREY shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.16 **Royalty-Free License.** MONTEREY understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that MONTEREY purchases or acquires using Grant Funds. MONTEREY shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.17 **Publication Statements.** MONTEREY shall ensure that all publications created or developed under this Agreement prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security."

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports.** MONTEREY shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team or by City, in form and substance satisfactory to the UASI Management Team or City. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** MONTEREY shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause MONTEREY to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records.** MONTEREY shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, MONTEREY shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. MONTEREY shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after expiration of this Agreement or until any final audit by CalEMA has been fully completed, whichever is later.

4.4 **Inspection and Audit.** MONTEREY shall make available to the UASI Management Team and to City, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by MONTEREY

under Section 4.3, and allow access and the right to examine those items. MONTEREY shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as MONTEREY has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and CalEMA shall have the same inspection and audit rights as the City and UASI Management Team. MONTEREY shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$500,000 or more, MONTEREY shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*. MONTEREY shall submit its audit report to the UASI Management Team no later than six months after the end of MONTEREY's fiscal year.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

MONTEREY represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by MONTEREY to the UASI Management Team or to City in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, MONTEREY certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) MONTEREY is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 44 CFR Part 17.

(b) MONTEREY complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) MONTEREY complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 44 CFR Part 17, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) MONTEREY is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

MONTEREY acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, MONTEREY must meet National Incident Management System ("NIMS") compliance requirements, and report full NIMS compliance via the National Incident Management System Capability Assessment Support Tool ("NIMSCAST"). By executing this Agreement, MONTEREY certifies that it is in full NIMS compliance, and that it has reported that compliance via the NIMSCAST. MONTEREY shall provide documentation of its NIMS compliance to the UASI Management Team. MONTEREY acknowledges that this certification is a material term of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** MONTEREY shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by MONTEREY's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by MONTEREY; (b) a material breach of any representation or warranty of MONTEREY contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of MONTEREY or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of MONTEREY or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by MONTEREY, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to MONTEREY by an Indemnified Party; (f) any tax, fee, assessment or other charge for which MONTEREY is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by MONTEREY or its employees, subgrantees, or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Francisco's costs of investigating any claims against San Francisco.

6.2 **Duty to Defend; Notice of Loss.** MONTEREY acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to MONTEREY by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give MONTEREY prompt notice of any Loss under Section 6.1 and MONTEREY shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of MONTEREY if representation of such Indemnified Party by the counsel retained by MONTEREY would be inappropriate due to conflicts of interest between such Indemnified Party and MONTEREY. An Indemnified Party's failure to notify MONTEREY promptly of any Loss shall not relieve MONTEREY of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs MONTEREY's ability to defend such Loss. MONTEREY shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if MONTEREY contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from MONTEREY's acts or omissions. Nothing in this Agreement shall constitute a waiver or

limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN FRANCISCO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** MONTEREY fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by MONTEREY as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** MONTEREY fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** MONTEREY(i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of MONTEREY or of any substantial part of MONTEREY's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by MONTEREY, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to MONTEREY or with respect to any substantial part of MONTEREY's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of MONTEREY.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to MONTEREY and, on the date specified in such notice, this Agreement shall terminate and all rights of MONTEREY hereunder shall be extinguished. In the event of such termination, City will pay MONTEREY for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether MONTEREY has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to MONTEREY after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by MONTEREY in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving MONTEREY written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, MONTEREY shall commence and perform, with diligence, all actions necessary on the part of MONTEREY to effect the termination of this Agreement on the date specified by City and to minimize the liability of MONTEREY and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, MONTEREY shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse MONTEREY if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by MONTEREY or any of its contractors or subgrantees after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8 ASSIGNMENTS

8.1 **No Assignment by MONTEREY.** MONTEREY shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of MONTEREY hereunder without the prior written consent of the UASI Management Team; provided, however, that any contractor, subcontractor or subgrantee specifically referenced in Appendix A shall not require the consent of Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of MONTEREY involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of MONTEREY or a sale or transfer of substantially all of the assets of MONTEREY shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **MONTEREY Retains Responsibility.** MONTEREY shall in all events remain liable for the performance by any subgrantee, contractor, subcontractor or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to San Francisco:

San Francisco Department of Emergency Management
1011 Turk Street
San Francisco, CA 94102
Attn: Anne Kronenberg, Executive Director
Facsimile No.: (415) 558-3864

If to the UASI Management Team:

UASI Management Team
10 Lombard Street, Suite 410
San Francisco, CA 94111
Attn: Teresa Serata, Director of Strategy and Compliance
Facsimile No.: (415) 705-8513

If to MONTEREY:

MONTEREY County – Office of Emergency Services
1322 Natividad Road
Salinas, CA 93906
Attn: Sherrie Collins, Emergency Services Manager
Facsimile No.: (831) 796-1911

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

ARTICLE 10 MISCELLANEOUS

10.1 **No Waiver.** No waiver by San Francisco of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Francisco to take action on account of such default if such default persists or is repeated. No express waiver by San Francisco shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Francisco of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team or San Francisco of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

10.4 **MONTEREY to Pay All Taxes.** MONTEREY shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, Authorized Expenditures
- Appendix B, Grant Assurances
- Appendix C, Form of Funding Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Francisco, MONTEREY shall deliver to San Francisco a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of MONTEREY.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of MONTEREY and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, MONTEREY agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

ARTICLE 11 INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting MONTEREY's liability pursuant to Article 6 of this Agreement, MONTEREY shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, MONTEREY hereby agrees to waive subrogation which any insurer of MONTEREY may acquire from MONTEREY by virtue of the payment of any loss. MONTEREY agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the MONTEREY, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, MONTEREY shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, MONTEREY shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher,

that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of MONTEREY hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor or subgrantee will be used to complete any portion of this Agreement, MONTEREY shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the MONTEREY as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude MONTEREY from self-insuring all or part of the insurance requirement in this Article. However, MONTEREY shall provide proof of self-insurance, in a form acceptable to San Francisco, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, MONTEREY agrees not to discriminate against any employee, San Francisco employee working with MONTEREY or any subgrantee of MONTEREY, applicant for employment with MONTEREY or subgrantee of MONTEREY, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, MONTEREY acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement.

12.3 **Compliance with ADA.** MONTEREY acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. MONTEREY shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 **Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, MONTEREY may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. MONTEREY agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by San Francisco's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, San Francisco may, in addition to any other rights or remedies

available hereunder, (i) terminate this Agreement, and (ii) prohibit MONTEREY from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider MONTEREY's use of profit as a violation of this section.

12.5 Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY AND COUNTY OF SAN FRANCISCO:

COUNTY OF MONTEREY:

SAN FRANCISCO DEPARTMENT OF
EMERGENCY MANAGEMENT

By:

By:

ANNE KRONENBERG
EXECUTIVE DIRECTOR

SHERRIE COLLINS
EMERGENCY SERVICES MANAGER

Federal Tax ID #: 94-6000524

Approved as to Form:

Dennis J. Herrera
City Attorney

By:

Katharine Hobin Porter
Deputy City Attorney

Appendix A — Authorized Expenditures and Timelines

ENTITY: **MONTEREY**

Total allocation to be spent on the following solution areas:

<u>RCPG Project Title</u>	<u>Solution Area</u>	<u>Program Description</u>	<u>Deliverable Dates</u>	<u>Amount</u>
GRANT MATCH	Grant Match	THE REQUIRED GRANT MATCH IS SET IN SECTION 3.2 OF THIS AGREEMENT. By not later than 6/29/12, MONTEREY shall submit a plan for its required local Grant Match in the amount of \$560 (including budget allocation information for any cash match and in-kind services), which plan is subject to approval by UASI Management Team.	06/29/2012	
Project A Regional/Local Recovery Project Plan	Planning	Funds for travel expenses related to the RCPGP planning conference in New York. Travel - travel for planning activities must be pre-approved by the UASI Director of Strategy and Compliance or designee prior to scheduling. Invoices for all travel expenses must be submitted by no later than 12/31/12. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment. Final deadline to submit a Reimbursement Request is 12/31/12.	10/31/2012	Not to Exceed: \$1,678
		TOTAL ALLOCATION		NOT TO EXCEED: \$1,678

- **All requests for reimbursements must be submitted by December 31, 2012, unless an earlier deadline is set in this Appendix.**
- **Descriptions of authorized expenditures are in the following documents:**
 - *FY 2010 Regional Catastrophic Preparedness Grant Program, Guidance and Application Kit dated December, 2009:*
[http://w3.calema.ca.gov/WebPage/oeswebsite.nsf/ClientOESFileLibrary/Homeland%20Security%20Files/\\$file/FY2010RCPGPFederalGuidance.pdf](http://w3.calema.ca.gov/WebPage/oeswebsite.nsf/ClientOESFileLibrary/Homeland%20Security%20Files/$file/FY2010RCPGPFederalGuidance.pdf)

- *California Supplement to Federal Program Guidance and Application Kit:*
[http://w3.calema.ca.gov/WebPage/oeswebsite.nsf/ClientOESFileLibrary/Homeland%20Security%20Files/\\$file/FY2010RCPGPCAStateSupplement.pdf](http://w3.calema.ca.gov/WebPage/oeswebsite.nsf/ClientOESFileLibrary/Homeland%20Security%20Files/$file/FY2010RCPGPCAStateSupplement.pdf)
- *Office of Justice Programs Financial and Administrative Guide for Grants:*
<http://www.ojp.usdoj.gov/financialguide/>
- **No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.**

Appendix B-- Grant Assurances

Name of Jurisdiction: County of MONTEREY

Name of Authorized Agent: Sherrie Collins, Emergency Services Manager

Address: 1322 Natividad Road

City: Salinas State: CA Zip Code: 93906

Telephone Number: (831) 796-1901

Fax Number: (831) 796-1911

E-Mail Address: collinssl@co.monterey.ca.us

As the duly authorized representative of the MONTEREY, I certify that MONTEREY:

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
2. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
4. Will comply with any cost sharing commitments included in the FY2010 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
5. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
6. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.
7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.

8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.
9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
10. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
11. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
12. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.
13. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
14. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
15. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of structures.
16. Will comply with all Federal and State Statutes relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.

- i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
 - j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
 - k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 - l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
17. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
18. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more.
19. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.
20. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions placed on the project as a result of the EHP review. Any construction- related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.
21. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection

Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

22. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
 - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (EO12898) and Environmental Quality (EO11514).
 - b. Notification of violating facilities pursuant to EO 11738.
 - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
 - d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
 - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
 - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
23. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
24. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
25. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.
26. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

27. Has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
 - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.
 - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
28. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
29. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
30. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
31. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
32. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
33. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.
34. Agrees 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 - b. If any other funds 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 an employee of Congress, or employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the

- undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
 - d. 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.
35. Agrees that equipment acquired or obtained with grant funds:
- a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
 - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
36. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
37. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.
38. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
39. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
40. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
41. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
42. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.

43. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2010 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2010 Homeland Security Grant Program application. Further, use of FY10 funds is limited to those investments included in the California FY10 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.
44. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension".
45. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
 - a. The applicant certifies that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this application 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.
 - iii. 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 (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
46. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice, Office of Justice Programs
 ATTN: Control Desk
 633 Indiana Avenue, N.W.
 Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
47. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
48. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

The undersigned represents that he/she is authorized by the above named MONTEREY to enter into this agreement for and on behalf of the said MONTEREY.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Sherrie Collins

Title: Emergency Services Manager Date: _____

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

_____, 2012

UASI Management Team
10 Lombard Street, Suite 410
San Francisco, CA 94111

Re: FY 10 RCPGP Grant Reimbursement Request

Pursuant to Section 3.11 of the "Agreement between the City and County of San Francisco and the County of MONTEREY for the Distribution of FY 2010 Regional Catastrophic Preparedness Grant Program Funds" (the "Agreement"), dated DECEMBER 1, 2011, between the County of MONTEREY ("MONTEREY") and the City and County of San Francisco, MONTEREY hereby requests reimbursement as follows:

Total Amount of
Reimbursement
Requested in this
Request: \$ _____

Maximum Amount of
Funds Specified in
Section 3.3 of the
Agreement: \$ _____

Total of All Funds
Disbursed Prior to this
Request: \$ _____

Total Amount of Grant
Match in this Request: \$ _____

Total Grant Match
provided prior to this
Request. \$ _____

Total Required Grant
Match under Section
3.2 of the Agreement: \$ _____

MONTEREY certifies that:

- (a) The total amount of funds requested pursuant to this Funding Request will be used to reimburse MONTEREY for Authorized Expenditures, which expenditures are set forth on the attached Schedule 1, to which are attached true and correct copies of all required documentation of such expenditures.
- (b) The total amount of Grant Match specified in this Reimbursement Request will be used to satisfy some or all of MONTEREY's required Grant Match. The Grant Match is set forth in the attached Schedule 2, to which are attached true and correct copies of supporting and verifying documentation. For a cash Grant Match, MONTEREY shall attach a true and correct copy of an expenditure report. For a Grant Match of in-kind services, MONTEREY shall provide true and correct copies of all documentation demonstrating the value of the in-kind services.
- (c) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.3 of the Agreement, or the not to exceed amounts specified in Appendix A for specific projects and programs.
- (d) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and MONTEREY is in compliance with all Grant Assurances in Appendix B of the Agreement;
- (e) No Event of Default has occurred and is continuing; and
- (f) The undersigned is an officer of MONTEREY authorized to execute this Reimbursement Request on behalf of MONTEREY.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

The following is an itemized list of Authorized Expenditures for which reimbursement is requested:

Project	Payee	Amount	Description
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The following are attached as part of this Schedule 1:

- (i) An invoice for each item of expenditure for which reimbursement is requested;
- (ii) The front and the back of canceled checks or other written evidence documenting the payment of each invoice;
- (iii) For expenditures which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, together with both sides of canceled payroll checks evidencing payment thereof (unless payment has been made electronically).

SCHEDULE 2 TO REQUEST FOR REIMBURSEMENT

The following is an itemized list of MONTEREY's Grant Match associated with this Reimbursement Request:

Specify Cash or In Kind	Amount	Description
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The following are attached as part of this Schedule 2:

- (i) An expenditure report supporting cash Grant Match; and
- (ii) Appropriate and complete documentation supporting the in-kind Grant Match.



Legislation Details (With Text)

File #:	12-138	Version:	1	Name:	2010-11EOAC Annual Report
Type:	General Agenda	Status:		Status:	Consent Agenda
File created:	4/9/2012	In control:		In control:	Board of Supervisors
On agenda:	5/1/2012	Final action:		Final action:	
Title:	Receive the 2010/11 Annual Report of the Equal Opportunity Advisory Commission.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2010-11 Annual Report				

Date	Ver.	Action By	Action	Result
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Title

Receive the 2010/11 Annual Report of the Equal Opportunity Advisory Commission.

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Receive the 2010/11 Annual Report of the Equal Opportunity Advisory Commission.

SUMMARY/DISCUSSION:

The Equal Opportunity Advisory Commission, then referred to as the Affirmative Action Advisory Commission, was established pursuant to Resolution No. 72-274, dated July 11, 1972. The Equal Opportunity Advisory Commission is comprised of members representing each Supervisorial District, labor groups, Department Heads, and community-based organizations.

The Commission is guided by the policies and procedures established by the Board of Supervisors in its performance of its duties. The Equal Opportunity Advisory Commission duties include the review of the Monterey County Plan and presenting proposals for modification to the Board of Supervisors; recommending goals and timetables regarding the Monterey Plan for Departments and the County; Reviewing and making recommendations regarding the progress of departmental plans in furtherance of the Monterey Plan; meeting with department heads, appropriate employee groups, and community groups to implement the Monterey Plan; and, reviewing and advising the Board of Supervisors on issues relating to equal access to contracting opportunities.

As a Commission of the County of Monterey, the Equal Opportunity Advisory Commission is required to submit an annual report which reflects the Commission’s accomplishments for the past year. The annual report, as submitted, was approved by the Equal Opportunity Advisory Commission during their meeting of February 15, 2012.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

There is no fiscal impact to the County General Fund associated with the receiving of this report.

Prepared by: Michelle Gomez, Equal Opportunity Specialist, 759-6613

Approved by: Irma Ramirez-Bough, Equal Opportunity Officer, 759-6614

Attachments:

2010/11 Annual Report

COUNTY OF MONTEREY
Equal Opportunity Advisory Commission
2011 Annual Report

I. ROLE OF THE COMMISSION

The Equal Opportunity Advisory Commission was formed and appointed by the Monterey County Board of Supervisors in 1972. The Commission is guided by the policies and procedures established by the Board of Supervisors in the performance of its duties. Its responsibilities include: Reviewing the Monterey Plan and presenting proposals for modification to the Board of Supervisors; Recommending goals and timetables regarding the Monterey Plan for Departments and the County; Reviewing and making recommendations regarding the progress of departmental plans in furtherance of the Monterey Plan; Meeting with department heads, appropriate employee groups, and community groups to implement the Monterey Plan; and, Reviewing and advising the Board of Supervisors on issues relating to equal access to contracting opportunities. The Commission conducts open meetings under the provisions of the Ralph M. Brown Act.

For these purposes, the Commission is divided into two standing committees: the Monterey Plan Compliance Committee and the Departmental Review of Plan Compliance Committee

II. MEETING DATES, TIME AND LOCATION

The Commission meets on the third Wednesday of each month with a minimum of nine meetings per year. Meetings are held in Salinas at the Monterey County Administration Building, 168 West Alisal Street, Board of Supervisor's Chambers, First Floor.

III. STRUCTURE OF THE COMMISSION

The Commission consists of no more than 16 representatives:

- One representative from each of the five Supervisorial districts
- Two representatives from the Monterey County Department Heads Council
- One representative from the Commission on the Status of Women
- Up to five representatives of various community based organizations which actively advocate for civil rights and/or represent the interests of protected groups
- Three members from the following bargaining units
 - a. One representative from the Monterey County Deputy Sheriffs Association
 - b. Two representatives from the Monterey County Employees Association/SEIU Local 521

IV. MEMBERSHIP IS AS FOLLOWS:

<u>MONTEREY COUNTY BOARD OF SUPERVISORS</u>	<u>5 COMMISSIONERS</u>
District 1	Vacant
District 2	Vacant
District 3	Vacant
District 4	Billy F. DeBerry
District 5	Kay Kirkland (Vice Chair)

DEPARTMENT HEADS COUNCIL

2 COMMISSIONERS

Jayanti Addleman (Chair)
Eric Lauritzen

COMMISSION ON THE STATUS OF WOMEN

1 COMMISSIONER

Louann Raras

LABOR ORGANIZATIONS

3 COMMISSIONERS

Monterey County Deputy Sheriffs Association
SEIU Local 521- General Employees
SEIU Local 521- Supervisory Employees

Cmdr Fabian Barrera
Maria Castillo
Freda Escobar

COMMUNITY-BASED ORGANIZATIONS

5 COMMISSIONERS

League of United Latin American Citizens
National Association for the Advancement of
Colored People
United Veterans Council
Gay, Lesbian, Bi-Sexual, Transgender Community
Filipino Community

Nancy Valdez
Joe Watson

Vacant
Vacant
Josie Duque

V. SUMMARY OF ACTIVITIES

A. The County Review of the Monterey Plan Compliance Committee

The County Review of the Monterey Plan Compliance Committee is a standing committee of the Equal Opportunity Advisory Commission. Its primary responsibility is to review the Monterey Plan for Equal Access for Employment and Contracting Opportunities (the Plan) and to make recommendations to the Commission for update or revision of the Plan. The Committee is comprised of Commissioner Kay Kirkland, Commissioner Robert Greene, Commissioner Josie Duque, Commissioner Billy DeBerry, and Commissioner Jayanti Addleman (ex officio).

During this period the Committee worked to revise the draft Plan. The County Review of Monterey Plan Compliance Committee met a total of seven times to hear staff reports and discuss the County's compliance with the Monterey Plan for Equal Access to Employment and Contracting.

At its meeting of September 2, 2011, the Committee selected Commissioner Billy DeBerry as its permanent chair. At this meeting Commissioner Billy DeBerry provided the committee with a historical overview of the Monterey Plan update project and Management Specialist David Medrano provided the Committee with an overview of Consent Decree, Affirmative Action Plans, and the Monterey Plan.

Between June and December, the Committee met to discuss and devise a draft update of the plan. The Committee met diligently an average of twice a month to discuss the draft, introduce new language and modify existing language to address

areas of concern. Committee members also attended meetings of the full commission and on occasion attended two meetings within the same week.

In subsequent meetings, Irma Ramirez-Bough Equal Opportunity Officer and Management Specialist David Medrano reviewed the tasks of the Committee and provided the technical background necessary for the Committee members to address the problem area indicators identified in the 2007 Biddle Study. These problem area indicators included statistical evidence of adverse impact on women and minority employees of the County with respect to compensation, for minorities and women in the applicant vs. hired process, in the hired vs. final availability process, in the promoted vs. available for promotion process, and in the termination vs. available for termination process. At each meeting, the Committee considered modifications to the Plan.

At its meeting of November 22, 2011, the Committee gave final approval for a draft update of the Plan with the provision that staff would later modify any technical language based on a pending report from Biddle and Associates. The Draft Plan is now being reviewed by other internal stakeholders, including the Office of County Counsel and the County Human Resources Division. In addition, the Draft Plan will also be made available for review and input from the community and other external stakeholders. Based on this process, the Draft Plan will undergo further modification after which the Draft Plan will be brought to the full commission for its review and approval, and then forwarded to the Board of Supervisors for adoption.

B. Departmental Review of Monterey Plan Compliance Committee

The Departmental Review of Monterey Plan Compliance Committee is a standing committee of the Equal Opportunity Advisory Commission. Its primary responsibility is to provide up-to-date guidance for Departmental reporting on Monterey Plan Compliance, and to provide guidance to the Commission on evaluating the Departmental reports for compliance, and for follow-up steps. The Committee is comprised of Commissioner Freda Escobar, Commissioner Maria Castillo, and Chair Jayanti Addleman.

The Committee met several times during the year. Chair Jayanti Addleman served as the Chair of the committee till the August 29th meeting, when Commissioner Freda Escobar took over as the Chair. In the course of the year, the Committee refined and articulated its roles and responsibilities. The Committee reconfirmed its previous recommendation that all County Departments submit written reports on compliance with the Monterey Plan annually. The reporting form was updated and will be distributed to all departments in December, to be filled out and returned to the Equal Employment Officer by the end of January each year. The Committee recommended that the Commission review all reports and request follow-up presentations only if significant question arise either about compliance concerns or about model compliance.

The Committee's next task is to articulate guidelines for EOAC members evaluate the annual Departmental reports and any follow-up presentations.

C. **Election**

On January 18, 2012 the Commission conducted its annual election of officers. Commissioner Jayanti Addleman was elected Chair and Commissioner Kay Kirkland was elected Vice-Chair.

D. **Recommendation**

At the meeting on January 18, 2012 it was suggested that the following recommendations be forwarded to the County:

1. That non-discriminatory problems should be handled by Human Resources.
2. The County should celebrate the positive achievements.

E. **Other Commission Activities and Presentations**

The Commission established a revised County of Monterey Equal Opportunity for Persons with Disabilities and Reasonable Accommodation Policy, which was adopted by the Board on the 15th day of March 2011.

On May 18, 2011 a Commission retreat was held at the Monterey County Free Libraries Marina Branch. The Equal Opportunity Officer Irma Ramirez-Bough provided the Commissioners with a power point presentation on the following:

- Code of Ethics.
- Equal Opportunity Advisory Commission Bylaws
- Duties and Responsibilities of the Commission
- Mileage Reimbursement
- Parking Permit Application

Deputy County Counsel Rob Shulman provided the Commissioners with a handout "Procedures for Exceptions to the Agenda Requirements." He also provided an overview of The Brown Act and responded to Commissioners' questions.

On October 19, 2011 the Commission expressed their interest in recommending to the Board of Supervisors a Diversity Day in 2012. This recommendation will be discussed at a future meeting to determine a date.

Dated: 3/29/2012


Jayanti Addleman, Chair



Legislation Details (With Text)

File #: 12-142 **Version:** 1 **Name:** Authorization of Purchase of End User Radio Equipment and Revenue & Appropriations Increase to NGEN Fund 405.

Type: General Agenda **Status:** Consent Agenda

File created: 4/9/2012 **In control:** Board of Supervisors

On agenda: 5/1/2012 **Final action:**

Title: a. Authorize the transfer of \$4,410,000 from Capital Projects Fund 402 Appropriation Unit RMA014 to the NGEN Project Fund 405 Appropriation Unit EME002 in order to purchase end user radio equipment for County general fund departments; and
 b. Authorize the Auditor / Controller to increase revenue and appropriations in NGEN Project Fund 405 Appropriation Unit EME002 by \$4,608,973.

Sponsors:

Indexes:

Code sections:

Attachments: [120501BoardReportAttachment1NGENProjectActivities.pdf](#)
[Amendment#1and#2toNGENFundingMOU.pdf](#)
[NGENFundingMOUSigned.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

a. Authorize the transfer of \$4,410,000 from Capital Projects Fund 402 Appropriation Unit RMA014 to the NGEN Project Fund 405 Appropriation Unit EME002 in order to purchase end user radio equipment for County general fund departments; and
 b. Authorize the Auditor / Controller to increase revenue and appropriations in NGEN Project Fund 405 Appropriation Unit EME002 by \$4,608,973.

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors' Budget Committee:

a. Authorize the transfer of \$4,410,000 from Capital Projects Fund 402 Appropriation Unit RMA014 to the NGEN Project Fund 405 Appropriation Unit EME002 in order to purchase end user radio equipment for County general fund departments; and
 b. Authorize the Auditor / Controller to increase revenue and appropriations in NGEN Project Fund 405 Appropriation Unit EME002 by \$4,608,973.

SUMMARY/ DISCUSSION:

Since 2005, the County has been working with public safety and other affected agencies in the County to prepare to meet a mandate of the Federal Communications Commission (FCC) that requires radio system users to convert from "wideband" operation to narrowband mode or find other communications solutions. After an extensive evaluation process followed by negotiations with Harris Corporation, the highest scoring proposer, the Board of Supervisors approved a Radio System Purchase Agreement with Harris Corporation

on December 7, 2010.

In order to receive discounts totaling \$4,500,000, the Radio System Purchase Agreement with Harris included a commitment from the County to purchase user radios with a total cost of at least \$7,210,000. At the time of approval of the Radio System Purchase Agreement, the Board approved Amendment #1 and Amendment #2 to the NGEN Financing Agreement which committed the City of Salinas and the City of Monterey to purchase at least \$2,800,000 in radios to meet this minimum commitment with the County responsible for the remaining commitment of \$4,410,000. Purchase or upgrade of radios is required as most radios currently in operation in the County are not capable of communicating on the NGEN digital trunked Radio System.

On October 11, 2011; the Board of Supervisors approved the funding of these end user equipment costs from the Capital Projects fund 402.

OTHER AGENCY INVOLVEMENT:

The project team has worked closely with the Capital Projects Executive Advisory Committee as well as the County Administrative Office - Budget and Analysis Division to develop the recommendation to use Capital Project Funds to purchase end user equipment required to meet the contractual commitment. These funds will be used to purchase or upgrade mobile and portable radios for general fund departments including Sheriff, Probation, Parks, District Attorney, and Health / Animal Control. Radios required for non-general fund departments will be purchased by those departments using funds available and will count towards the contractual commitment. The project team is continuing to work closely with these affected departments to ensure that an appropriate number of radios are purchased, that funds are available to program and install radios, and that the contract commitment is met.

The project team has also worked with the Auditor Controller to develop a SubFund within the NGEN Project Fund so that these funds designed for equipment for County departments are not comingled with funds to be used for the infrastructure that benefits the County and all participating agencies.

FINANCING:

To facilitate the purchase of end user equipment, the Department of Emergency Communications (ECD) requests that the Board of Supervisors approve the transfer of \$4,410,000 in the Capital Projects Fund 402 that have been set aside for NGEN End User Equipment to the NGEN Project Fund and specifically to the sub fund created for the purchase of end user equipment. In addition, ECD requests that the Auditor Controller be authorized to increase revenue and appropriations in the NGEN Project Fund (Fund 405 Appropriation Unit EME002) by \$4,608,973. This amount includes the \$4,410,000 set aside in the Capital Projects Fund as well as \$198,973 in County funds available from a prior project phase. The funds from a prior project phase have been transferred to the NGEN Project Fund but will be moved to the designated SubFund before equipment is purchased so that funds designated for County end user equipment are separated from the funds designated for project infrastructure that benefits all NGEN Participating Agencies. This item was presented to the Board of Supervisors Budget Committee on April 9, 2012 and the Budget Committee supports this recommendation.

Timing is of the essence in making these fund transfers as the infrastructure discount in the Radio System Purchase Agreement requires that the purchase minimum is met before June 30, 2012.

DeAnna Hilbrants
Administrative Manager
Emergency Communications

Lynn Diebold
Director
Emergency Communications

831-769-8883

831-769-8880

Date 4/9/12

Date 4/9/12

Attachments:

120501BoardReportAttachment1NGENProjectActivities.doc

Amendment#1and#2toNGENFundingMOU.pdf

NGENFundingMOUSigned.pdf

MONTEREY COUNTY BOARD OF SUPERVISORS
NGEN PROJECT REPORT FOR MAY 1, 2012
ATTACHMENT 1

NGEN Radio System Project Overview

Background:

The Next Generation (NGEN) Radio Project replaces existing public safety and local government voice and data radio systems, and mobile and portable radios, with VHF and 700 MHz interoperable, narrowband, digital trunked technology; backed up by a conventional VHF narrowband analog overlay.

The project meets an FCC mandate to narrowband all frequencies under 800 MHz, and will meet the highest level of Homeland Security Interoperability goals – required for local and regional interoperability within and across the disciplines of law enforcement, fire, EMS, public works, etc. for routine and disaster operations.

Stakeholders:

County Departments directly affected as system users: Sheriff, Probation, District Attorney, Parks, Public Works, Health - Animal Services, EMS, and Emergency Communications. Other key County participants on the Project are Contracts/Purchasing Officer and County Counsel representative, as well as the CAO's representative, Information Technology, and the CAO – Budget and Analysis Division.

Non-County partners include all twelve incorporated cities, Monterey County Regional, North County, and Greenfield Fire Protection Districts, Big Sur and Spreckels Volunteer Fire, California State University Monterey Bay.

The Project is governed by the Emergency Communications Users Advisory Council (ECUAC), with the Emergency Communications Department serving as the Project Sponsor and Project Administrator, in collaboration with several NGEN Committees (Oversight Team, Implementation Team, Finance, Communication, User Advisory Group).

Timeline:

2004-2005: NGEN Task Force formed to represent all local agencies and County to analyze existing systems and determine how best to meet FCC narrowband mandate by 2013.

April 2006: Strategic Plan developed and approved by the Board of Supervisors.

April 2009: MOA for Next Generation Radio System Joint Governance and Financing Approved by all participating agencies and Board of Supervisors.

June 2009: County released RFP # 10122; Responses to the RFP were received September 16, 2009.

December 7, 2010: Board of Supervisors approved the Radio System Purchase Agreement between the County and Harris Corporation; and financing for the infrastructure through Bank of America.

December 22, 2011: Final System Design approved.

2012: Construction of radio sites and installation of fixed and mobile equipment.

Jan-April 2013: System Implementation and acceptance testing.

**MONTEREY COUNTY BOARD OF SUPERVISORS
NGEN PROJECT REPORT FOR MAY 1, 2012
ATTACHMENT 1**

Cost:

The NGEN Financing Agreement addresses approximately one half of the total project cost including the design build of the shared infrastructure, project management, planning and permitting expenses. The County's share of the \$12 Million covered by this Agreement is 41% or \$205,422 in FY 2009-10 and 2010-11 for soft costs, and annual debt service of \$415,000 in FY 20011-12 through 2027.

The County will be responsible for 100% of its subscriber radios. At least \$4.4 Million subscriber radios must be purchased in FY 11-12 in order to meet the contract discount requirements. These funds have been designated from Capital Improvement funds as part of the 2011 / 2012 Capital Improvement Program.

Emergency Communications is managing the NGEN Radio Project Capital Project Fund which has been established by the Auditor-Controller. Funds have been deposited by all agencies for the first and second year of project costs including project management costs, grant matches, and special counsel. Grant funds and proceeds from financing will also be deposited to this account. The first year of debt service and related expenses has been received and paid.

Project Status and Costs:

Early in the project, the group divided the work into four phases. Those phases and projected costs are detailed below:

Phase	Description	Estimated Total Cost	Monterey County Cost	Status
I	Assessment and Development of a Strategic Plan	\$117,000.00	\$117,000.00	Completed and reported to Board of Supervisors on April 11, 2006
II	Create Organizational Agreements and Secure Funding for Functional Specification	\$0.00	\$0.00	Agreements completed April 2009.
III	Detailed System Functional Design Specification	\$350,000.00	\$136,137.93	Functional Design Completed and RFP Released in June 2009
IV	Construct and Implement Digital Radio Network for the NGEN System.	\$16,000,000 - \$24,000,000*	\$10,652,000 - \$13,454,000	Planned Completion of Construction in late 2012 or early 2013

*Estimated Total Cost of Phase IV includes total cost of infrastructure and subscriber equipment for all agencies combined.

**AMENDMENT #1 TO MEMORANDUM OF AGREEMENT RE
NEXT GENERATION RADIO SYSTEM JOINT GOVERNANCE
AND FINANCING**

THIS AMENDMENT is made to the Memorandum of Agreement Re: Next Generation Radio System Joint Governance and Financing (“NGEN Financing Agreement”) between **City of Salinas**, hereinafter referred to as “AGENCY”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, on May 12, 2009, the County executed the NGEN Financing Agreement between the County and Agency as well as other NGEN Participating Agencies (“Cities” and “non-County entities”) and the NGEN Financing MOU provided that all agencies shall be responsible for subscriber equipment at the expense of the individual participating agency;

WHEREAS, the “NGEN RFP Review and Selection Committee” defined in Section 2.C. of the NGEN Financing Agreement has completed review of responses to the RFP and anticipates awarding a Purchase Agreement (hereinafter referred to as “System Purchase Agreement”) to Harris Corporation (“Vendor”);

WHEREAS, Vendor proposal included a significant price discount which includes a Minimum Purchase Requirement of Subscriber Equipment with an aggregate purchase price value not to exceed \$7,209,054 and the County intends to purchase Subscriber Equipment with an aggregate purchase value of at least \$4,409,054 and the City of Monterey intends to purchase Subscriber Equipment with an aggregate purchase value of at least \$900,000.

NOW THEREFORE, the County and AGENCY hereby agree to amend the AGREEMENT in the following manner:

1. Section 3. B “Agency Voice Equipment”, shall be added to read:

“Section 3.B (1) Agency commits to purchase and take delivery of subscriber radios from Vendor having an aggregate purchase value before tax of at least \$1,900,000 before July 1, 2012. Agency shall comply with the purchase process provided by Vendor in order to ensure that the radios purchased will be included in the County’s radio commitment. Vendor shall bill Agency directly for equipment.

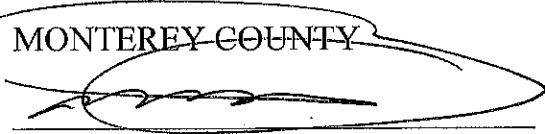
Section 3.B (2) If Agency fails to purchase the minimum purchase requirement specified herein, County may purchase additional radios necessary to meet the Minimum Aggregate Purchase Requirement and shall deduct those costs from property taxes due to Agency using the same mechanism provided in Section 5.B.(3) of the Agreement related to debt service. County shall attempt to consult with Agency in advance of purchase so that Agency may elect to take control of those purchased radios after costs have been recovered from Property Tax but County shall have no obligation to purchase radios which are optimal to the Agency.

Section 3.B (3) If County or other users purchase additional radios that meet the minimum purchase requirement, the total aggregate purchase value for Agency may be reduced. Any reduction in the purchase value of Agency’s total commitment will be

negotiated between County and Agency as well as any other agency that signs an amendment related to radio purchase equipment. Any inability to reach a negotiated number as to an agency's total commitment shall be referred to ECUAC. ”


2. **Section 3. C, “TERM OF AGENCY RADIO COMMITMENT” shall be added to read:** “In the event that a Purchase Agreement is not executed between the County and Harris on behalf of the Cities and non-County entities, this Amendment shall automatically terminate.”
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on May 12, 2009.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY


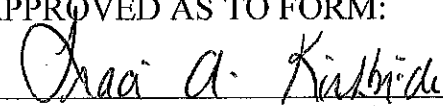
Contracts/Purchasing Officer

Dated 2-1-11


AGENCY
By 
City Manager

Printed Name Anthe Fields

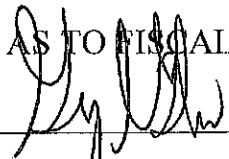
Dated 11/23/10

APPROVED AS TO FORM:

Deputy County Counsel

Dated: 1/28/11

APPROVED AS TO FORM:

City Attorney

Dated: 11.09.2010

APPROVED AS TO FISCAL PROVISIONS:

Auditor-Controller
Dated 1-28-11

**AMENDMENT #2 TO MEMORANDUM OF AGREEMENT RE
NEXT GENERATION RADIO SYSTEM JOINT GOVERNANCE
AND FINANCING**

THIS AMENDMENT is made to the Memorandum of Agreement Re: Next Generation Radio System Joint Governance and Financing (“NGEN Financing Agreement”) between **City of Monterey**, hereinafter referred to as “AGENCY”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, on May 12, 2009, the County executed the NGEN Financing Agreement between the County and Agency as well as other NGEN Participating Agencies (“Cities” and “non-County entities”) and the NGEN Financing MOU provided that all agencies shall be responsible for subscriber equipment at the expense of the individual participating agency;

WHEREAS, the “NGEN RFP Review and Selection Committee” defined in Section 2.C. of the NGEN Financing Agreement has completed review of responses to the RFP and anticipates awarding a Purchase Agreement (hereinafter referred to as “System Purchase Agreement”) to Harris Corporation (“Vendor”);

WHEREAS, Vendor proposal included a significant price discount which includes a Minimum Purchase Requirement of Subscriber Equipment with an aggregate purchase price value not to exceed \$7,209,054 and the County intends to purchase Subscriber Equipment with an aggregate purchase value of at least \$4,409,054 and the City of Salinas intends to purchase Subscriber Equipment with an aggregate purchase value of at least \$1,900,000.

NOW THEREFORE, the County and AGENCY hereby agree to amend the AGREEMENT in the following manner:

1. Section 3. B “Agency Voice Equipment”, shall be added to read:

Section 3.B (1) Agency commits to purchase and take delivery of subscriber radios from Vendor having an aggregate purchase value before tax of at least \$900,000 before July 1, 2012. Agency shall comply with the purchase process provided by Vendor in order to ensure that the radios purchased will be included in the County’s radio commitment. Vendor shall bill Agency directly for equipment.

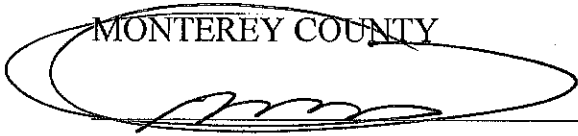
Section 3.B (2) If Agency fails to purchase the minimum purchase requirement specified herein, County may purchase additional radios necessary to meet the Minimum Aggregate Purchase Requirement and shall deduct those costs from property taxes due to Agency using the same mechanism provided in Section 5.B.(3) of the Agreement related to debt service. County shall attempt to consult with Agency in advance of purchase so that Agency may elect to take control of those purchased radios after costs have been recovered from Property Tax but County shall have no obligation to purchase radios which are optimal to the Agency.

Section 3.B (3) If County or other users purchase additional radios that meet the minimum purchase requirement, the total aggregate purchase value for Agency may be reduced. Any reduction in the purchase value of Agency’s total commitment will be

negotiated between County and Agency as well as any other agency that signs an amendment related to radio purchase equipment. Any inability to reach a negotiated number as to an agency's total commitment shall be referred to ECUAC."

2. **Section 3. C, "TERM OF AGENCY RADIO COMMITMENT" shall be added to read:** "In the event that a Purchase Agreement is not executed between the County and Harris on behalf of the Cities and non-County entities, this Amendment shall automatically terminate."
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on May 12, 2009.

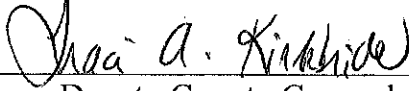
IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated 2-1-11

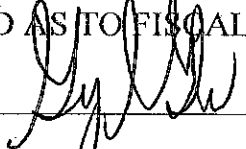
APPROVED AS TO FORM:



Deputy County Counsel

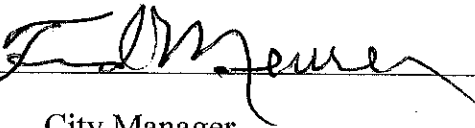
Dated: 1/28/11

APPROVED AS TO FISCAL PROVISIONS:



Auditor-Controller

Dated 1-28-11

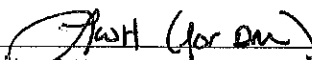
AGENCY
By 

City Manager

Printed Name Fred Meurer

Dated 11/20/2010

APPROVED AS TO FORM:



City Attorney

Dated: 11/16/2010

**MEMORANDUM OF AGREEMENT RE
NEXT GENERATION RADIO SYSTEM JOINT GOVERNANCE
AND FINANCING**

This Memorandum of Agreement re Next Generation Radio System ("NGEN") Joint Governance and Financing (the "NGEN Financing Agreement") is entered into this 12th day of May, 2009 by and between the County of Monterey ("County"), City of Carmel-by-the-Sea, City of Del Rey Oaks, City of Gonzales, City of Greenfield, City of King, City of Marina, City of Monterey, City of Pacific Grove, City of Salinas, City of Sand City, City of Seaside, and the City of Soledad (collectively referred to as "the Cities"), and the California State University Monterey Bay, Monterey Peninsula Airport District, Big Sur Volunteer Fire Brigade, Carmel Valley Fire Protection District, Greenfield Fire Protection District, North County Fire Protection District, Salinas Rural Fire Protection District and Spreckels Volunteer Fire Company, and (the "non-County entities".) The County, Cities, and the non-County agencies are hereinafter referred to collectively as the "Parties."

RECITALS

Whereas, the parties to this Agreement are local government entities in Monterey County, State or District entities in Monterey County and the County of Monterey; and

Whereas, the parties, by separate agreements, currently participate in, or are represented on, the Emergency Communications Users Advisory Council ("ECUAC"), as governed by the "Agreement for 911 Emergency Communications Dispatch Services, attached hereto as Exhibit B; and

Whereas, the Federal Communications Commission ("FCC") has promulgated regulations and a decision (47 CFR section 90.201; 47 CFR section 90.203 and *In Re Implementation of sections 309(j) and 337 of the Communications Act of 1934, as amended* (2004) WT Docket No. 99-87 (Decision of the FCC) which require equipment changes to the systems used by the Parties; and

Whereas, the purpose of this Financing Agreement is to provide joint oversight regarding the procurement and operation of the "Next Generation Radio System" or "NGEN"; and

Whereas, the Parties are mandated to comply with these regulatory changes and also desire to improve interoperability and otherwise enhance the system via the procurement and use of new equipment under the terms of this Agreement; and

Whereas, the parties wish to work cooperatively to specify and procure the best and most appropriate NGEN system which meets the public safety needs of the Parties and the residents of the County of Monterey; and

Whereas, the participating agencies intend to design and implement this NGEN system under the terms outlined in this Agreement; and

Whereas, the estimated cost of the shared equipment for the NGEN project ranges from \$7.8 million dollars to \$12 million dollars, which costs are to be financed and paid in accordance with this Agreement; and

Whereas, individual parties will absorb the cost of the field equipment to be used exclusively by their individual agency; and

Whereas, the parties find that it is to their mutual benefit and advantage to work together and share in the acquisition of NGEN shared infrastructure and equipment, bearing those cost on a proportionate basis.

NOW, THEREFORE, in mutual consideration of the terms and conditions provided below, the Parties agree as follows:

TERMS

1. Governance The parties agree the Emergency Communications Users Advisory Council ("ECUAC") shall provide oversight regarding the operations under this Agreement and the existing Agreement(s) for 9-1-1 Emergency Dispatch Services, which are incorporated by this reference and attached as Exhibit B. Said governance shall continue unless or until a new entity is created by separate Agreement among the parties and specifies a new or different governance.
2. Shared Infrastructure, Engineering and Project Management
 - A. Monterey County will acquire the shared infrastructure, equipment, engineering, and project management for the NGEN system which will be procured per the terms of this Agreement. The shared infrastructure will be maintained by Monterey County in accordance with approved policies and maintenance agreements implemented between the ECUAC and Monterey County. Upon system acceptance, the shared infrastructure will be stewarded by Monterey County until such time as a Joint Powers Authority is created to operate the Emergency Communications function.
 - B. The City of Salinas contribution toward shared infrastructure costs shall be governed by the MOU attached as Exhibit C. Ownership of shared infrastructure purchased through the 2007 COPS Technology Grant shall also be governed by Exhibit C.
 - C. By executing this Agreement, each Party agrees that a committee (the "NGEN RFP Review and Selection Committee") selected by the ECUAC or appointed by its represented Agency Groups (such as Chief Law Enforcement Officers and Fire Chiefs Associations) to represent all Parties, shall recommend approval for procurement of a Design-Build vendor. Such recommendation

shall be based upon an extensive review of proposals submitted in response to a formal Request For Proposal (RFP) issued by the County, as well as investigations into the various aspects of the proposals, answers to questions posed by the Selection Committee and vendor references. The NGEN RFP Review and Selection Committee will make a final contract award recommendation to the ECUAC, who shall notify the Emergency Communications Policy Advisory Council ("ECPAC") members (as identified in Exhibit B, Section 7.A.), of the recommended vendor and forward its recommendation to the Board of Supervisors on behalf of all Parties. In the event that the Selection Committee cannot reach consensus on a recommendation, but forwards the top two equally qualified vendor proposals to the ECUAC to make the final choice, the ECUAC shall require a two-thirds majority vote to break the tie, notify ECPAC and forward its recommendation to the Board of Supervisors.

- D. It is the intention of the parties that the combined total of costs for shared infrastructure, soft costs (such as project management and Selection Team expenses), and mobile data infrastructure, not exceed the upper limit of \$12 million estimated for this project.
- E. Should the cost of the shared infrastructure exceed that estimated in the Recitals above, the parties shall meet and confer regarding whether or how to proceed with this Agreement. The ECUAC shall develop policies regarding its oversight responsibilities under this Agreement, including circumstances under which a "super majority" of two-thirds (2/3) of the voting members present at a scheduled meeting would be required to authorize, or recommend for approval to the Board of Supervisors, new or enhanced financial agreements. Said policies shall be approved by the Emergency Communications Policy Advisory Council ("ECPAC").
- F. In addition to the voice and data infrastructure, NGEN member agencies intend to procure radio subscriber equipment (portable and mobile radios and accessories) and leverage optional volume pricing.

3. Agency Voice Equipment

- A. Each party to this Agreement shall utilize at its own expense subscriber equipment such as mobile and portable radios, which is compatible to and will interface into the NGEN voice communication system and be used by its own personnel.

4. Mobile Data Communications System (MDCS) and Agency Equipment

- A. The RFP process will assume that agencies currently participating in the existing MDCS will continue to do so. Agencies wishing to opt out of participating in the Mobile Data Communications System of the shared

infrastructure of the NGEN project must do so in writing to the ECUAC prior to the award of a contract by the Board of Supervisors. ECUAC will provide direction regarding opt out timing and process. Actual terms of financing will be calculated by Monterey County when vendor selection is final and system costs are known.

- B. Each party to this agreement electing to use the MDCS shall pay its proportionate share, as defined in Exhibit A, as updated, if applicable, for the MDCS shared infrastructure.
- C. Each party to this Agreement may acquire at its own expense field equipment such as computers, mobile and portable radios, which is compatible to and will interface into the NGEN system and be used by its own personnel for receipt of data files.
- D. An Addendum or Amendment to this Agreement shall be signed by all Parties sharing in the cost of MDCS shared infrastructure, prior to contract approval by the Board of Supervisors.

5. Financing

A. Debt Financing

- (1) On behalf of all participating agencies, Monterey County will secure lease financing from the best available source, based on the County's stand-alone credit rating, in an amount sufficient to cover the construction of the NGEN infrastructure (see paragraph B below), less the pro-rata share of those participants opting out of the shared financing. Participants in the shared financing may elect to pre-pay lease obligations, but may incur penalties prescribed by the terms of the financing source. Participants shall have an opportunity to review the lease terms prior to their being finalized.
- (2) Project soft costs, such as for employment of a Project Manager, expenses of the RFP Review and Selection Team, and related administration and oversight costs will most likely not be financed but will be billed in the first two years of the project (FY 2009-10 and 10-11), with debt service on shared infrastructure (pursuant to the design build contract) beginning in FY 2011-12 for a period of fifteen years as described in EXHIBIT A.

B. Participant Financing Options

- (1). SELF-FUNDING. Agencies choosing to not participate in the joint financing must make that election at the time of signing this Agreement. Once the financing is structured, self-funding agencies will no longer be able to elect

to join the financing and must provide funding through alternative sources. Those self-funding agencies will be required to deposit, on or before the bond financing date, their pro-rata share of the anticipated infrastructure costs, as specified in Exhibit A, to be expended during the next twelve months, and at the beginning of each subsequent twelve month period and continuing through completion of infrastructure construction. These funds will be held in trust with the County Treasurer. Accumulation of interest in the deposit account and the Financing Proceeds Fund established pursuant to the financing will accrue to the benefit of the project as a whole.

Example: For all examples, the joining agency (City A) will use 10% of the ratios and of the \$12,000,000 of total infrastructure costs, \$5,000,000 will be spent in year one, \$4,000,000 in year two, and \$3,000,000 in the final year of construction. City A must contribute \$1,200,000 toward the project. City A must deposit \$500,000 with the County Treasurer on or before the closing date of the bond offering ("bond date"). Assuming estimated construction costs total \$4,000,000 in year two, City A would be required to deposit \$400,000 before the first anniversary of the bond date, with the final \$300,000 being deposited at the beginning of year three of construction.

(2). **PRE-PAYMENT BY AGENCY.** By depositing funds equivalent to that agency's next fiscal year's debt, with the County 30 days or more prior to the Bond Date, an Agency may elect to pre-fund debt service annually, in order to avoid the deduction from property taxes on deposit with the County Treasurer. Should any pre-paying agency fail to pay its requisite debt service 30 calendar days or more before the bond date, the County will withhold that Agency's annual debt service requirement from the next property taxes collected. Interest earned on those deposits will accrue to the benefit of the project, not the individual agency.

(3). **STANDARD TAX DEDUCTION PAYMENT.** Execution of this agreement authorizes the County to collect semi-annual debt service payments from property taxes. If an agency does not pre-pay its annual self-funding or debt service requirement as provided in paragraph 2 above, the County shall withhold the semi-annual debt service payments from property taxes collected through execution of this NGEN Financing Agreement or a subsequent JPA. In December and April, after property taxes are collected, but before distribution to the various agencies, the County will deduct the agency's next debt service payment before distribution. Agencies will be given debt amortization schedules outlining the exact principal and interest amounts throughout the term of the bond. No fees will be charged by the County for administrative services relating thereto.

(4). **PAYMENT BY NON-PROPERTY TAX COUNTY AGENCIES**

The following agencies do not receive property taxes from which its funding obligations can be withheld: CSUMB, Spreckles Volunteer Fire Company, Big Sur Volunteer Fire Brigade, and Monterey Peninsula Airport District.

These Agencies may elect to participate in the pooled financing or self-fund their share of core infrastructure cost. In either case, each Agency shall pre-fund its debt service annually, on or before the bond date.

Delinquency: If a non-property tax Agency does not pay its annual funding payment as set forth above, on or before the due date, the amount unpaid shall be deemed delinquent. A delinquency fee in the amount of five percent (5%) of the delinquent amount shall be added to the amount owed and charged to the Agency. The delinquency fee shall be applied to the amount owed (including any previously added delinquency fee) every (30) days until such time as the bill is paid in full.

6. New participants

- A. Agencies not party to this Agreement on the date of its first execution may join the NGEN project and system, subject to the approval of the ECUAC and on such terms as set by the ECUAC.
- B. Agencies joining this Agreement subsequent to its initial formation may not participate in the joint financing (paragraph 4 A) unless initial participation in the financing was 100% of all signatory agencies at the time of first execution of this agreement. Where applicable, new amortization schedules will be calculated for all financing participants based on the addition of a new agency which will participate in financing.
- C. Provided there is 100% participation in the financing structure, an agency joining this NGEN Financing Agreement will be required to pay its pro-rata share of capital and core infrastructure costs, as determined by the ECUAC and currently set forth in Exhibit A, as may be updated periodically. Those agencies will be required to reimburse the parties participating in the NGEN Financing Agreement for its pro-rata share of already expended costs, its' attributable principal costs from date of joining to the next payment date, and the following twelve months estimated expenditures, with those funds being used to rebate costs to original participants. It is the intent of the Parties that a new participant's buy-in fees during the initial construction period will be used to proportionally lower existing Parties next annual debt payment. After completion of system build, buy-in fees shall be used to pay down existing Parties' annual maintenance fees. In addition, subsequent participants will be required to pay all costs assessed by the ECUAC.
- E. If all original Parties to this Agreement choose to participate in the financing, making the Project 100% financed a new Agency may choose to join the financing pool. Upon the addition of a new participant who so chooses, the County Debt manager shall, using the original formula, re-allocate the Core infrastructure costs to include the new participant in existing financing. Upon

such re-allocation, the debt of all other participants shall be proportionately adjusted, consistent with Exhibit A.

7. Ownership of Equipment

- A. Except as provided below in Section 7.B, at the end of the debt service period, the County will, on behalf of all participating agencies, own the Core equipment and infrastructure. If a successor governing body is created by a new agreement among the Parties, Monterey County shall pass title to same at no cost to the Parties except necessary and actual out of pocket costs related to the transfer, subject to review by ECUAC.
- B. Ownership of shared infrastructure equipment purchased with Salinas 2007 COPS Technology Grant is subject to the conditions set forth in the City of Salinas MOU, attached hereto as Exhibit C.

8. Duties to be Performed by the County of Monterey As Administrator

The County shall exercise all powers and conduct all other duties and obligations permitted or required to be performed by local agencies under this Agreement for the operation, administration and maintenance of the NGEN System.

Annually, Monterey County shall cause to be performed a special district audit and a State Controller's report. The fees and costs associated with these documents shall be shared by the parties in the proportion represented in Exhibit A.

9. Dispute Resolution

If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties by the following procedure. Each party to this agreement shall nominate one proposed mediator by name. If a majority of parties nominate the same mediator, that mediator shall be used. If no majority is determined by the nominations, the mediator shall be selected by lot from among nominations provided by each party.

All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. ECUAC shall develop policies regarding the procedures to be used for mediation.

10. Amendments/Withdrawals

This Agreement may be amended at any time by signatures of three-fourths of the parties. Should a signatory agency wish to withdraw from this agreement, said agency shall give not fewer than 24 months' written notice to all parties hereto. Said

withdrawing agency shall be required to pay in full any residuals amounts due from it under this agreement.

11. Indemnification

Each party hereto shall indemnify, defend, and hold harmless the others, 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 said indemnifying party, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the indemnifying agency. Each shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the indemnifier is obligated to indemnify, defend and hold the other harmless under this Agreement.

12. Interpretation of Agreement

Nothing in this Agreement shall be construed to hold any Party liable to any other Party, or any person not a party hereto, for the design, construction, installation, inspection, operation, maintenance and/or repair of any of the NGEN system or equipment. This Agreement is designed to implement the financing of shared equipment and is not an agreement as defined in Government Code Section 895.

13. Severability

If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the portions of this Chapter not held to be unconstitutional or invalid.

14. Participation

Participation of all Agencies noted is expected but, in the event that an agency elects not to participate, the agreement will remain valid for those agencies which execute the agreement.

15. Signatures

This Agreement may be signed in counterparts with the signature pages attached to form a complete document.

County Signature Page:

IN WITNESS WHEREOF, the COUNTY and each of the Agencies have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

COUNTY OF MONTEREY:	
By: <u>Virgil Schwab</u> CHAIR OF THE BOARD OF SUPERVISORS DIRECTOR OF INFORMATION TECHNOLOGY	
Date: 12 MAY 09	
APPROVED AS TO CONTENT:	
By: <u>Virgil Schwab</u> VIRGIL SCHWAB, Director of Information Technology	
Date: 12 MAY 09	
APPROVED AS TO FORM:	
<u>Ellen M. Jahn</u> Ellen M. Jahn, Deputy County Counsel	
Date: 5-7-09	
APPROVED AS TO FISCAL PROVISIONS:	
By: <u>[Signature]</u> Auditor-Controller	
Date: 5-11-09	
APPROVED AS TO LIABILITY PROVISIONS:	
By: _____ Risk Management	
Date: _____	
Notices shall be sent to:	With a Copy that shall not constitute notice:
Mike Derr Contracts Purchasing Officer 168 W. Alisal Salinas, CA 93901 (831)755-4992 (831)755-4969 derrm@co.monterey.ca.us	Virgil Schwab Director of Information Technology 1590 Moffett Salinas, CA 93905 (831)759-6923 (831)759-6910 schwabv@co.monterey.ca.us

Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the City of Carmel-by-the-Sea have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial <i>Rij</i>	

CITY OF CARMEL-BY-THE-SEA:

By: Richard Gullen
Printed Name: Richard Gullen
Title: City Administrator
Date: 4/23/09

APPROVED AS TO FORM:

By: Donald M. Freeman
Printed Name: DONALD M. FREEMAN
Title: City Attorney
Date: 4/28/09

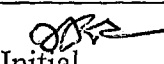
NOTICES

Notices for City of Carmel-by-the-Sea shall be sent to

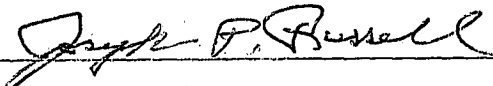
Name: GEORGE E. RAWSON
Title: DIRECTOR OF PUBLIC SAFETY
Address: PO Box 600
City, State, Zip: CARMEL, CA 93921
Phone: (831) 624-6403
Fax: (831) 624-4296
e-mail: GRAWSON@CI.CARMEL.CA.US

Signature page – Participating Agencies:

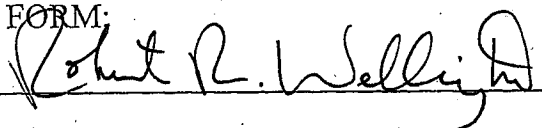
IN WITNESS WHEREOF, the COUNTY and the City of Del Rey Oaks have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	 Initial	

CITY OF DEL REY OAKS:

By: 
Printed Name: JOSEPH P. RUSSELL
Title: MAYOR
Date: MARCH 24, 2009

APPROVED AS TO FORM:

By: 
Printed Name: ROBERT WELLINGTON
Title: City Attorney
Date: MARCH 24, 2009

NOTICES


Notices for City of Del Rey Oaks shall be sent to

Name: KIM CARVALHO
Title: DEPUTY CITY CLERK
Address: 650 CANYON DEL REY RD
City, State, Zip: DEL REY OAKS, CA 93940
Phone: 831-394-8511
Fax: 831-394-6421
e-mail: DRO@REDSHIFT.COM

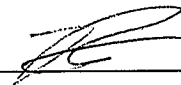
Attachment 2

Signature page – Participating Agencies:

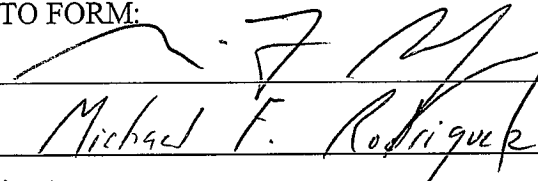
IN WITNESS WHEREOF, the COUNTY and the City of Gonzales have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial	

CITY OF GONZALES:

By: 
Printed Name: René L. Mendez
Title: City Manager
Date: 6-15-09

APPROVED AS TO FORM:

By: 
Printed Name: Michael F. Rodriguez
Title: City Attorney
Date: June 15-09

NOTICES

Notices for City of Gonzales shall be sent to

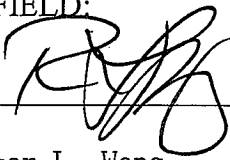
Name: Harold Wolgamott
Title: Emergency Services Director
Address: PO Box 1047
City, State, Zip: Gonzales CA 93924
Phone: (831) 675-5000
Fax: (831) 675-2644
e-mail: hwolgamott@ci.gonzales.ca.us

Signature page – Participating Agencies:

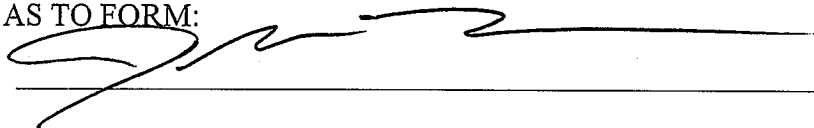
IN WITNESS WHEREOF, the COUNTY and the City of Greenfield have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial	RW

CITY OF GREENFIELD:

By: 
Printed Name: Roger L. Wong
Title: City Manager
Date: 4/2/09

APPROVED AS TO FORM:

By: 
Printed Name: John Bakker
Title: City Attorney
Date: 4/3/09

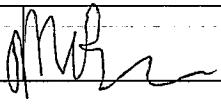
NOTICES

Notices for City of Greenfield shall be sent to


Name: Roger L. Wong
Title: City Manager
Address: P.O. Box 127 / 45 El Camino Real
City, State, Zip: Greenfield, CA 93927
Phone: (831) 674 - 5591
Fax: (831) 674- 3149
e-mail: rwong@ci.greenfield.ca.us

Signature page – Participating Agencies:

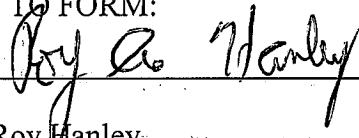
IN WITNESS WHEREOF, the COUNTY and the City of King have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure	
Opt Into Core Financing	Initial 

CITY OF KING:

By: 
Printed Name: Michael Powers
Title: City Manager
Date: March 11, 2009

APPROVED AS TO FORM:

By: 
Printed Name: Roy Hanley
Title: Attorney
Date: March 10, 2009

NOTICES

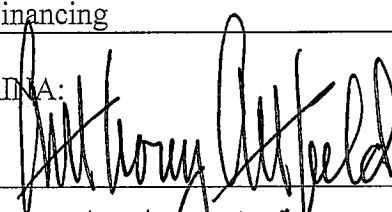
Notices for City of King shall be sent to

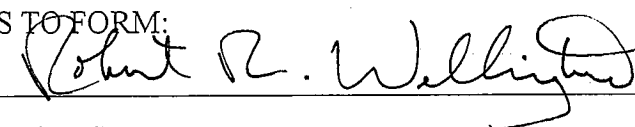
Name: Michael Powers
Title: City Manager
Address: 212 S. Vanderhurst Ave.
City, State, Zip: King City, CA. 93930
Phone: 831-386-5925
Fax: 831-386-5935
e-mail: mpowers@kingcity.com

Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the City of Marina have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial <u>(w)</u>	

CITY OF MARINA:
By: 
Printed Name: ANTHONY ALTFELD
Title: CITY MANAGER
Date: 04.03.09

APPROVED AS TO FORM:
By: 
Printed Name: Robert R. Wellington
Title: City Attorney
Date: March 31, 2009

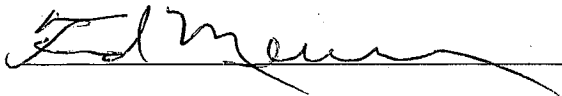
NOTICES
Notices for City of Marina shall be sent to
Name: Anthony Altfeld
Title: City manager
Address: 211 Hillcrest Ave
City, State, Zip: Marina, CA 93933
Phone: 831-884-1278
Fax: 831-384-9148
e-mail: aaltfeld@ci.marina.ca.us

Signature page – Participating Agencies:

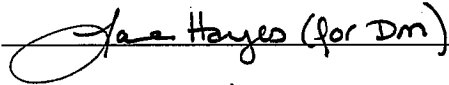
IN WITNESS WHEREOF, the COUNTY and the City of Monterey have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	✓ <u>ES</u>	Initial <u>FM</u>

CITY OF MONTEREY:

By: 
 Printed Name: Fred Meurer
 Title: City Manager
 Date: _____

APPROVED AS TO FORM:

By: 
 Printed Name: Deborah Mall
 Title: City Attorney
 Date: 3/25/09

NOTICES

Notices for City of Monterey shall be sent to

Name: Fred Meurer
 Title: City Manager
 Address: City Hall
 City, State, Zip: Monterey, CA 93940
 Phone: 831.646.3760
 Fax: 831.646.3793
 e-mail: meurer@ci.monterey.ca.us

Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the City of Pacific Grove have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial	<i>Clw</i>

CITY OF PACIFIC GROVE:

By: *Charlene L. Wiseman*
Printed Name: Charlene L. Wiseman
Title: Interim City Manager
Date: 4-20-09

APPROVED AS TO FORM:

By: *David C. Laredo*
Printed Name: David C. Laredo
Title: City Attorney
Date: _____

NOTICES

Notices for City of Pacific Grove shall be sent to

Name: James L. Becklenberg
Title: Director of Management & Budget
Address: 300 Forest Avenue
City, State, Zip: Pacific Grove, CA 93950
Phone: 831-648-3170
Fax: 831-375-9863
e-mail: jbecklenberg@ci.pg.ca.us

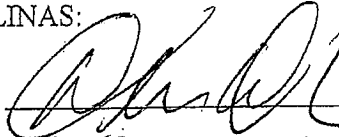
Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the City of Salinas have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial <i>OK</i>	<i>3/24/09</i>

CITY OF SALINAS:

By:
Printed
Name:


DENNIS DONOHUE

Title:

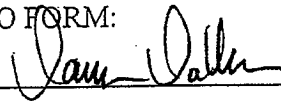
MAYOR

Date:

3/24/09

APPROVED AS TO FORM:

By:
Printed
Name:


VANESSA VALCARRA

Title:

City Attorney

Date:

3/24/09

NOTICES

Notices for City of Salinas shall be sent to

Name:

Louis Fetherolf

Title:

Police Chief

Address:

200 Lincoln Ave., Salinas, CA 93901

City, State,

Zip:

Phone:

Fax:

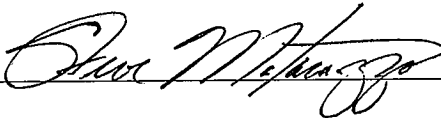
e-mail:

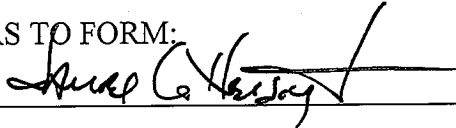
Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the City of Sand City have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial	<i>SM</i>

CITY OF SAND CITY:

By: 
Printed Name: Steve Matarazzo
Title: City Administrator
Date: April 21, 2009


APPROVED AS TO FORM:
By: 
Printed Name: James Heisinger
Title: City Attorney
Date: April 21, 2009

NOTICES


Notices for City of Sand City shall be sent to
Name: Steve Matarazzo
Title: City Administrator
Address: # 1 Sylvan Park
City, State, Zip: Sand City, CA. 93955
Phone: 831-394-3054
Fax: 831-394-2472
e-mail: steve@sandcity.org

Signature page – Participating Agencies:

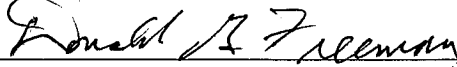
IN WITNESS WHEREOF, the COUNTY and the City of Seaside have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial 	

CITY OF SEASIDE:

By: 
Printed Name: Ray Corpuz
Title: City Manager
Date: June 15, 2009

APPROVED AS TO FORM:

By: 
Printed Name: Donald G. Freeman
Title: City Attorney
Date: June 16, 2009

NOTICES

Notices for City of Seaside shall be sent to

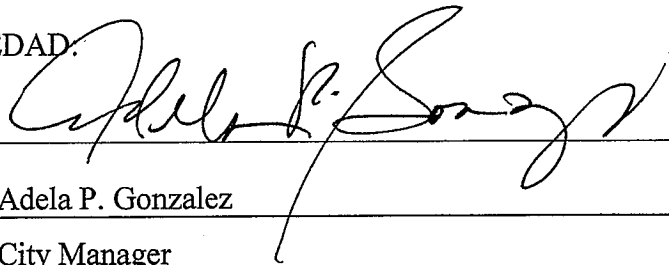
Name: Ray Copruz and Jill Anderson
Title: City Manager Assistant City Manager
Address: 440 Harcourt Avenue
City, State, Zip: Seaside, CA 93955
Phone: (831) 899-6701 (831) 899-6704
Fax: (831) 899-6227 (831) 899-6201
e-mail: Rcorpuz@ci.seaside.ca.us Janderson@ci.seaside.ca.us

Signature page – Participating Agencies:

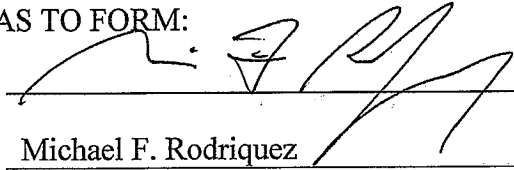
IN WITNESS WHEREOF, the COUNTY and the City of Soledad have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial	ag

CITY OF SOLEDAD:

By: 
Printed Name: Adela P. Gonzalez
Title: City Manager
Date: March 23, 2009

APPROVED AS TO FORM:

By: 
Printed Name: Michael F. Rodriguez
Title: City Attorney
Date: March 31, 2009

NOTICES

Notices for City of Soledad shall be sent to

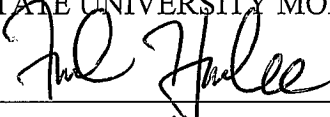
Name: Adela P. Gonzalez
Title: City Manager
Address: 248 Main Street
City, State, Zip: Soledad, Ca. 93960
Phone: 831.223.5016
Fax: 831.223.5091
e-mail: adelag@cityofsoledad.com

Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the California State University Monterey Bay have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure	
Opt Into Core Financing	Initial <u>FH</u> <u>3/5/09</u>

CALIFORNIA STATE UNIVERSITY MONTEREY BAY:

By: 
Printed Name: FRED HARDEE
Title: POLICE CHIEF
Date: 3/5/09

APPROVED AS TO FORM:

By: N/A
Printed Name: _____
Title: Attorney
Date: _____

NOTICES

Notices for California State University Monterey Bay shall be sent to

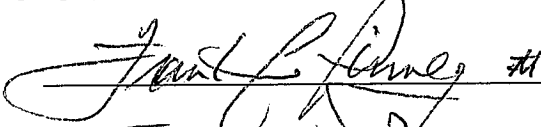
Name: FRED HARDEE
Title: POLICE CHIEF
Address: 100 CAMPUS CENTER #82F
City, State, Zip: SEASIDE, CA. 93955
Phone: 831. 582. 3360
Fax: 831. 582. 3384
e-mail: Fred_Hardee@csumb.edu

Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the Big Sur Volunteer Fire Brigade have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial	

BIG SUR VOLUNTEER FIRE BRIGADE:

By: 
Printed Name: FRANK L. DINNEY II
Title: CHIEF
Date: 4/22/09

APPROVED AS TO FORM:

By: N/A
Printed Name: _____
Title: Attorney
Date: _____

NOTICES

Notices for Big Sur Volunteer Fire Brigade shall be sent to

Name: _____
Title: MARTHA KARSTENS
Address: CHIEF
P.O. BOX 520
City, State, Zip: BIG SUR CA 93920
Phone: 831-667-2113
Fax: 831-667-0299
e-mail: BIGSURFIRE@CS.COM

Signature page - Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the Greenfield Fire Protection District have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial	<i>BM</i>

GREENFIELD FIRE PROTECTION DISTRICT:

By: *[Signature]*
 Printed Name: ROY MORRIS
 Title: DIRECTOR
 Date: 15 FEB 2009

APPROVED AS TO FORM:

By: _____
 Printed Name: _____
 Title: Attorney
 Date: _____

NOTICES

Notices for Greenfield Fire Protection District shall be sent to

Name: ROY MORRIS
 Title: DIRECTOR
 Address: P.O. Box 3110
 City, State, Zip: GREENFIELD, CA. 93927
 Phone: 674-5484
 Fax: 674-5895
 e-mail: _____

Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the North County Fire Protection District have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure	
Opt Into Core Financing	Initial <u>CWO</u>

NORTH COUNTY FIRE PROTECTION DISTRICT:

By: 

Printed

Name:

CHRIS N. ORMAN

Title:

FIRE CHIEF

Date:

4/14/09

*on behalf of the Board
& Board chair*

APPROVED AS TO FORM:

By: _____

Printed

Name: _____

Title:

Attorney

Date: _____

NOTICES

Notices for North County Fire Protection District shall be sent to

Name:

CHRIS N. ORMAN

Title:

FIRE CHIEF

Address:

11200 Speegle street

City, State,

Zip:

Castroville, Ca 95012

Phone:

831 - 633 - 2578

Fax:

831 - 633 - 2575

e-mail:

C5200 @ NCFPD.ORG

Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the Salinas Rural Fire Protection District have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure

Opt Into Core Financing

Initial *MSU*

SALINAS RURAL FIRE PROTECTION DISTRICT:

By:

[Signature]

Printed

Name:

Michael Urquides

Title:

Fire Chief

Date:

4/3/09

APPROVED AS TO FORM:

By:

N/A

Printed

Name:

Title:

Attorney

Date:

NOTICES

Notices for Salinas Rural Fire Protection District shall be sent to

Name:

Michael Urquides

Title:

Fire Chief

Address:

19900 Portola St

City, State,

Zip:

Salinas CA

Phone:

831-455-1828

Fax:

831-455-0646

e-mail:

MUrquides@SalinasRuralFire.com

Signature page – Participating Agencies:

IN WITNESS WHEREOF, the COUNTY and the Spreckels Volunteer Fire Company have caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

Initial here to elect to participate in shared financing of core system infrastructure		
Opt Into Core Financing	Initial <i>ACF</i>	

SPRECKELS VOLUNTEER FIRE COMPANY:

By: *Rich Foster*
Printed Name: *Rich Foster*
Title: *Fire Chief*
Date: *3-19-09*

APPROVED AS TO FORM:

By: _____
Printed Name: _____
Title: *Attorney*
Date: _____

NOTICES

Notices for Spreckels Volunteer Fire Company shall be sent to

Name: *Rich Foster*
Title: *Fire Chief*
Address: *P.O. Box 7247*
City, State, Zip: *Spreckels, Ca 93962*
Phone: *831-223-5103*
Fax: *831-678-3295*
e-mail: *rfoster@cityofsoledad.com*

Estimated NGEN Infrastructure Costs by Agency per Fiscal Year

Infrastructure Total (Does Not include Subscriber Radios):	# Radios	Percentage	FY 09 / 10	FY 10 / 11	FY 11 / 12 thru 2027
			Soft Cost Expenses	Soft Cost Expenses	Infrastructure Financing Only
Agency			\$500,000.00	\$500,000.00	\$11,000,000.00
County of Monterey	1364	39.342%	\$196,711.85	\$196,711.85	\$441,588.10
City of Carmel by the Sea	71	2.048%	\$10,239.40	\$10,239.40	\$22,985.89
City of Del Rey Oaks	31	0.894%	\$4,470.72	\$4,470.72	\$10,036.09
City of Gonzales	63	1.817%	\$9,085.66	\$9,085.66	\$20,395.93
City of Greenfield	63	1.817%	\$9,085.66	\$9,085.66	\$20,395.93
City of King City	67	1.933%	\$9,662.53	\$9,662.53	\$21,690.91
City of Marina	123	3.548%	\$17,738.68	\$17,738.68	\$39,820.63
City of Monterey	341	9.836%	\$49,177.96	\$49,177.96	\$110,397.02
City of Pacific Grove	141	4.067%	\$20,334.58	\$20,334.58	\$45,648.04
City of Salinas	531	15.316%	\$76,579.18	\$76,579.18	\$171,908.56
City of Sand City	27	0.779%	\$3,893.86	\$3,893.86	\$8,741.11
City of Seaside	202	5.826%	\$29,131.81	\$29,131.81	\$65,396.48
City of Soledad	68	1.961%	\$9,806.75	\$9,806.75	\$22,014.66
CSU Monterey Bay	24	0.692%	\$3,461.21	\$3,461.21	\$7,769.88
Monterey Airport	31	0.894%	\$4,470.72	\$4,470.72	\$10,036.09
Big Sur Volunteer Fire	33	0.952%	\$4,759.16	\$4,759.16	\$10,683.58
Carmel Valley Fire	84	2.423%	\$12,114.22	\$12,114.22	\$27,194.57
Greenfield Fire Protection District	24	0.692%	\$3,461.21	\$3,461.21	\$7,769.88
North County Fire District	80	2.307%	\$11,537.35	\$11,537.35	\$25,899.60
Salinas Rural Fire	58	1.673%	\$8,364.58	\$8,364.58	\$18,777.21
Spreckels Volunteer Fire	12	0.346%	\$1,730.60	\$1,730.60	\$3,884.94
EMS	29	0.836%	\$4,182.29	\$4,182.29	\$9,388.60
	3467	100.000%	\$500,000.00	\$500,000.00	\$1,122,423.70

Cost allocations will change if different assumptions are used, as inventories are updated, and if different agencies elect to or not to participate.

The following assumptions were used in the allocation calculations:

- 1 Assumes that the number of radios will be the basis for any cost sharing formula
- 2 Assumes that the number of radios is accurate as of the time of the signing of the cost sharing agreement for the Functional Design Specification
- 3 Assumes that all agencies will participate.
- 4 Assumes pay as you go during first two years for soft costs
Assumes maximum finance rate of 6% and maximum amount financed of
- 5 \$11,000,000

Important Note: Radio counts, which are the basis of the cost sharing percentage for each Agency, will change during the course of this project and cost share will, therefore, also change. Total project costs are capped at \$1 million for soft costs and \$11 million for shared infrastructure, but each agency's annual share payment may vary as device counts change. Section 1 of the Agreement Terms specifies that the Emergency Communications Users Advisory Council (ECUAC) shall serve as the governing body for this project unless or until a new entity is created by separate agreement. Agreement Sections 2.A., 2.C., 2.E., 4.A., 6.A., 6.C., 7.A., and 9 contain references to duties and responsibilities of ECUAC as the governing body, providing oversight of the design, procurement and installation of the system and the ongoing operation and maintenance of the system after acceptance. ECUAC will likewise establish policies and procedures for how and when such changes will be computed and become effective.

**AGREEMENT
FOR 9-1-1 EMERGENCY COMMUNICATIONS DISPATCH SERVICES**

This Agreement is made and entered into as of the first day of July 2001, by and between the County of Monterey, a political subdivision of the State of California; hereinafter "County," and the Cities and Fire Districts listed below (hereinafter individually the "Agency" and collectively the "Agencies"):

City of Carmel-by-the-Sea
City of Del Rey Oaks
City of Gonzales
City of Greenfield
City of King
City of Marina
City of Monterey
City of Pacific Grove
City of Salinas
City of Sand
City of Seaside
City of Soledad
Carmel Valley Fire Protection District
North County Fire Protection District
Salinas Rural Fire Protection District

RECITALS

WHEREAS, the Parties desire to participate in a countywide public safety communications and emergency 9-1-1 dispatch system, hereinafter "System"; and

WHEREAS, the Agencies desire to contract with the County for all necessary 9-1-1 communications and dispatch services for police, fire, and other emergency services; and

WHEREAS, the County, through its Department of Emergency Communications, is willing and able to furnish such services on a mutually agreeable cost sharing plan; and

WHEREAS, the County has previously provided these services pursuant to a written agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY OBLIGATIONS

- A The County shall provide all answering services of the Emergency 9-1-1 telephone number.
- B The County shall provide all urgent, non-emergency answering of a secondary back-up telephone number for the dispatch of Agency police, fire, medical or other emergency service response units.

EXHIBIT B

- C The County shall provide complete dispatch of Agency police, fire, and emergency medical field units, including status reporting and associated activity reports.
- D The County shall provide urgent or emergency data inquiry responses to the Agency's field units.
- E The County shall provide after-hour dispatch of Agency's Public Works crews or units in accordance with operating procedures mutually agreed to by the Agency and County.
- F The County, as part of this cost sharing Agreement, shall provide and maintain all necessary consoles and associated radio dispatch equipment located in its communications center(s), including any radio equipment, which is common to all System users. All other mobile, base, and remote radio and data transmission equipment and terminals designed to serve an individual Agency exclusively shall be provided for and maintained at that Agency's expense.

2. TERM AND RENEWAL OF THE AGREEMENT

- A The initial term of this Agreement shall be for two years commencing July 1, 2001 and ending on June 30, 2003, unless sooner terminated as provided herein.
- B Following completion of the initial two-year term, this Agreement shall automatically be renewed for successive periods of one year, unless an agency notifies the County of its intention to withdraw. Such notice shall be in writing, mailed or delivered to the County no later than ninety (90) days prior to July 1 of the then current year and the withdrawal shall become effective two years from that date unless otherwise agreed to by the County, the Policy Advisory Council, and the withdrawing Agency.

3. SERVICE QUALITY AND CONDITIONS

- A The level of System service to be provided to all Agencies shall be equal to the standard level of service provided by similar consolidated communications centers to other public safety agencies and as established by the Users Advisory Council.
- B Measurable performance standards shall be established and reviewed annually by the Users Advisory Council. County shall provide regular reports on performance status/measures.
- C The County agrees to work closely with Agency departments to ensure appropriate levels of dispatch service. All procedures related to Agency dispatch operations will be developed on a collaborative basis with all Agencies and/or their representatives on the Users Advisory Council. The County will promptly investigate any complaints received from any Agency or citizen and a response will be made to the complaining party in a timely manner.

4. REMEDY FOR IRRESOLVABLE DISSATISFACTION IN SERVICES

- A It is the intent of all parties to work cooperatively in providing emergency dispatch services and to resolve disagreements regarding the System in an effective and timely manner. In the event of unresolved dissatisfaction, the Agencies through their advisory councils shall inform the County in writing, clearly stating the cause and allow the County an opportunity to effectively remedy the situation in a reasonable and timely manner.
- B In the event that a majority of the member Agencies determines that the System and the County's performance under this Agreement continue to be unsatisfactory and that the County has not effectively remedied the situation in a reasonable and timely manner, the Agencies may propose an alternative form of governance (such as a Joint Powers Agreement).
- C In the event that such alternative form of governance is proposed, the parties shall meet and confer in good faith to establish an alternative governance body for the provision of 9-1-1 Emergency Communications Dispatch Services. No party to this Agreement shall be excluded from participating in the succeeding governance body without the party's consent.
- D In the event that an alternative form of governance is proposed by a majority of parties to this Agreement and endorsed by the Policy Advisory Council, a new Agreement shall be prepared for approval by the County and each Agency's governing body. Such approval shall not be unreasonably withheld.
- E If an alternative form of governance is established and approved as provided above, the County shall be a full voting member of the successor entity. In furtherance of the public safety functions of the successor entity and the continuing financial obligations of the County, the County shall, as part of the County's contribution to the operation of the successor entity, permit the successor entity and its members to use the 9-1-1 dispatch center of the consolidated emergency services facility including its equipment, fixtures and furnishings for the period of time that the facility is used for 9-1-1 dispatch services.

If requested in advance by the successor entity, the County shall make available its emergency communications employees necessary to operate the 9-1-1 dispatch center. The members of the successor entity shall pay the County for their pro rata share of the County's personnel costs for salaries and benefits and any agreed upon operational costs for services and supplies.

5. PAYMENT PROVISIONS

- A In consideration of the foregoing, the Agency will pay the County on an annual basis an amount derived by the formula below based on the services provided in the prior fiscal year ("Billing Year"). The payment shall be due ("Due Date") 60 (sixty) days after the billing date. County shall bill the Agencies no later than December 1st of each year for the prior fiscal year.
- B The formula shall include the application of County of Monterey Proposition 172 funding, when and as authorized by the County of Monterey Board of Supervisors, to offset the total charges incurred by all cities and fire districts who are a party to this Agreement.

EXHIBIT B

Formula Definitions:

A	Total annual cost of dispatch service (Source: County of Monterey Auditor/Controller's end-of-the-year expenditure report for the Billing Year.)
B	Amount paid by the State of California, and/or other agencies not party to this Agreement, to the County of Monterey for emergency 9-1-1 operations.
C	Net cost subject to percentage distribution (Source: County of Monterey Auditor/Controller's end-of-the-year expenditure report for the Billing Year.)
D	Assessed valuation of real property of the Agency (Source: "Monterey County Tax Rates" for the Billing Year)
E	Total assessed valuation of real property in the County of Monterey less the assessed valuation of real property attributed to agencies not receiving direct dispatch services (Source: "Monterey County Tax Rates" for the Billing Year)
F	Resident population of Agency (Source: for county and cities, "State of California Department of Finance Data" for the Billing Year and for Fire Districts, "Inventory of Local Agencies" as provided by the Local Agency Formation Commission for the County of Monterey)
G	Total population of the County of Monterey, less the population of Agencies not receiving direct dispatch services. (Source: for county and cities, "State of California Department of Finance Data" for the Billing Year and for Fire Districts, "Inventory of Local Agencies" as provided by the Local Agency Formation Commission for the County of Monterey)
H	Workload total for Agency. (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review of the Users Advisory Council.)
I	Workload total for all police, fire, special emergency, and other emergency response units during the Billing Year. (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review of the Users Advisory Council.)
J	Agency net percentage (Derived by applying equal weight to Agency Percentage of Assessed Valuation, Resident Population and Dispatch Workload.) For Fire Districts and Fire only Agencies this net percentage is multiplied by 10%.
K	Agency Gross Bill
L	Agency's Prop 172 offset shall be computed by taking the Agency's original billing and dividing that by the total billing of all Agencies subject to Prop 172 reduction, which is a percentage of the total billing. That percentage is multiplied by the total gross Prop 172 amount to derive the individual Agency's percentage share of the Prop 172 funding.

Contract Cost Allocation Formula:

- (1) $A - B = C$
- (2)
$$\left[\frac{D}{E} + \frac{F}{G} + \frac{H}{I} \right] \text{ Divided by } 3 = J$$
- (3) $C \times J = K$
- (4) $K - L = \text{Charge to the Agency for the billing year.}$

EXHIBIT B

- C In addition to the foregoing formula, the Users Advisory Council may, with approval of the Policy Advisory Council and at its own discretion, augment the formula on a pro rata basis to include provisions of special funding to support needed projects to replace software, hardware, dispatch furniture, major building repair, etc.
- D The User Advisory Council may levy one-time fees for new member Agencies or to the City of Carmel-By-The-Sea when it adds police communication services to offset costs incurred in previous fiscal years. These fees include but are not limited to facility construction, major equipment purchases and software.
- E The User Advisory Council may choose to select other source documents to replace those defined in the Formula Definitions above if the new documents provide more accurate information.
- F The Workload component of the billing formula will be periodically evaluated by the Users Advisory Council and changes may be recommended and approved, as appropriate.
- G The Users Advisory Council shall review the Department of Emergency Communications annual budget request prior to County's budget hearings.
- H The County of Monterey Department of Emergency Communications will provide reports on future budgets, current year budget management and cost control, personnel (recruitment, hiring, retention), and special project status on an ongoing and annual basis as deemed necessary by the Users Advisory Council.
- I The County of Monterey Department of Emergency Communications shall bill each agency on an individual basis.
- J Delinquency. If an Agency does not pay its annual fees for service as set forth above on or before the Due Date, the amount unpaid shall be deemed delinquent. A delinquency fee in the amount of five percent (5 %) of the delinquent amount shall be added to the amount owed and charged to the Agency. If an Agency does not pay the delinquent amount and delinquency fee within ninety (90) calendar days from the Due Date, the County is authorized to withhold and offset from any lawful source whatsoever otherwise due to the Agency, including the regular apportionment of property tax revenue, an amount sufficient to satisfy the delinquent amount and delinquency fee.

6. FORMATION OF POLICY ADVISORY COUNCIL AND USERS ADVISORY COUNCIL

- A The County and the Agency agree to the formation of the Emergency Communications Policy Advisory Council and Emergency Communications Users Advisory Council to assist in formulation of policies and operational processes governing the joint emergency communications and dispatch services provided by the Monterey County Emergency Communications Department. It is understood that the Policy Advisory Council serves in an advisory capacity to the Monterey County Board of Supervisors and is subject to the conditions and requirements of the Brown Act. The Users Advisory Council serves in an advisory capacity to the Department of Emergency Communications and/or the County Administrative Officer and the Policy Advisory Council.

- B The intended purpose of the Policy Advisory Council and the Users Advisory Council is to provide the primary users of the System the means to participate in the generation of policy direction on appropriate matters pertaining to fiscal, operational, service level, equipment, and facilities matters relating to the System. It is agreed that the terms of reference for the Policy Advisory Council and the Users Advisory Council will be as follows:

7. POLICY ADVISORY COUNCIL

A **Purpose**

The purpose of the Policy Advisory Council is to establish an effective method of communication between the policy makers representing the System users and the County. Inherent in this approach is the understanding that the formal structure will enable the County to work with representatives of the user agencies to achieve clear policy direction and consistent coordination regarding emergency dispatch services.

B **Membership**

The Policy Advisory Council shall serve at the pleasure of his or her appointing authority and consist of seven members and two ex-officio members as follows:

1. Two members of the County of Monterey Board of Supervisors appointed by the Monterey County Board of Supervisors.
2. The mayor or city council member representing the City of Salinas.
3. One mayor or city council member representing South County cities (Gonzales, Soledad, Greenfield and the City of King) appointed by the Monterey County Mayor's Select Committee;
4. One mayor or city council member representing Southern Monterey Peninsula Area (Carmel-by-the-Sea, Monterey and Pacific Grove) appointed by the Monterey County Mayor's Select Committee;
5. One mayor or city council member representing Northern Monterey Peninsula Area (Seaside, Marina, Del Rey Oaks and City of Sand) appointed by the Monterey County Mayor's Select Committee.
6. One Fire District Director appointed by the participating Fire Districts' Boards of Directors.
7. Ex-officio members:
 - a) The Chair of the Users Advisory Council;
 - b) The County Administrative Officer.
8. Any member may designate an alternate or alternates to serve in his or her absence.

C **Duties**

The Policy Advisory Council will serve in an advisory capacity to the Board of Supervisors. The Council will:

1. Advise the Board on all matters pertaining to fiscal and operating policies that affect users.
2. Meet at least annually to receive reports from the County Administrative Officer and/or the Users Advisory Council on all policy matters pertaining to budget, personnel, equipment, or fiscal issues which could affect cost to participating user agencies. The Policy Advisory Council may review items presented by the County or initiated by user agencies.

8. USERS ADVISORY COUNCIL

A Purpose

The purpose of the Users Advisory Council is to establish an effective method of communication between the System users and the County. Inherent in this approach is the understanding that the formal structure will enable the County to work with representatives of the user agencies to achieve clear policy direction and consistent coordination regarding emergency dispatch services.

B Membership

The Users Advisory Council shall serve at the pleasure of his or her appointing authority and consist of twelve members and two ex-officio members as follows:

1. The City Manager of the City of Salinas.
2. The Monterey County Sheriff.
3. The City of Salinas Police Chief.
4. The Administrator/Director of the Monterey County Emergency Medical Services.
5. One city manager from South County cities (Gonzales, Soledad, Greenfield and the City of King) appointed by the City Managers Association.
6. One city manager from the Southern Monterey Peninsula Area (Carmel-by-the-Sea, Monterey and Pacific Grove) appointed by the City Managers Association.
7. One city manager from the Northern Monterey Peninsula Area (Seaside, Marina, Del Rey Oaks and City of Sand) appointed by the City Managers Association.
8. One fire chief from a City Fire Department appointed by the Monterey County Fire Chiefs Association.
9. One fire chief from a Fire District appointed by the Monterey County Fire Chiefs Association.
10. One fire chief at large from either a district or city appointed by the Monterey County Fire Chiefs Association.
11. One police chief from the Monterey Peninsula Area (Monterey, Seaside, Pacific Grove, Marina, Del Rey Oaks, and City of Sand) appointed by the

EXHIBIT B

Monterey County Chief Law Enforcement Officers Association. If the Carmel-by-the-Sea Police Department participates in the System, it will also be eligible for appointment to represent the Monterey Peninsula Area.

12. One police chief from the South County cities (Gonzales, Soledad, Greenfield, and the City of King) appointed by the Monterey County Chief Law Enforcement Officers Association.
13. Appointed as ex-officio members:
 - a) The County Administrative Officer;
 - b) The Emergency Communications Director.
14. Representation shall be distributed so that no more than two representatives may be designated from any one political entity.
15. Any member may designate an alternate or alternates to serve in his or her absence.
16. Other members may be added to the Users Advisory Council subject to the mutual consent of the County and the majority of the designated members of the council.

C Duties

The Users Advisory Council will serve in an advisory capacity to the County Administrative Officer, the Emergency Communications Director, Policy Advisory Council, and all public safety communications users within Monterey County. The Council will:

1. Advise the County on all matters pertaining to fiscal and operating policies, which affect users, including advisory input into the System's budgeting process.
2. Meet at least quarterly to receive reports from the County on all policy matters pertaining to budget, personnel, equipment, operations, or fiscal issues which could affect costs to participating user agencies. The Users Advisory Council may review items presented by the County or initiated by user agencies.
3. Appoint Ad Hoc Committee(s) of police, fire, emergency service, and/or technical or professional staff as necessary to advise the Users Advisory Council on technical matters or to deal with special issues. Such Ad Hoc Committee(s) may meet as appropriate to discuss issues and to offer recommendations to the Users Advisory Council for appropriate action.

9. INDEMNIFICATION

- A County hereby agrees to indemnify and save harmless each Agency, its officers, agents, employees, and authorized volunteers of and from any and all claims, demands, judgments or decrees made or rendered against the Agency, its officers, agents or employees by reason of any injury, death or damage suffered or sustained by any person or entity caused by, or alleged to have been caused

by the negligent act or omission or willful misconduct of County under this agreement.

- B Further, as to such acts or omissions, County, at its own cost, expense and risk, shall defend any and all suits, actions, or other legal proceedings that may be brought or instituted by third parties against the Agency, its officers, agents, employees or authorized volunteers or any such claim or demand, and shall pay and satisfy any judgment or decree that may be rendered against the Agency, its officers, agents or employees in any such suit, action, or other legal proceedings.
- C Each Agency hereby agrees to indemnify and save harmless County, its officers, agents, and employees of and from any and all claims, demands, judgments, or decrees made or rendered against County, its officers, agents, or employees by reason of any injury, death, or damage suffered or sustained by any person or entity caused by, or alleged to have been caused by the negligent act or omission or willful misconduct of the indemnifying Agency under this Agreement.
- D Further, as to such acts or omissions, the indemnifying Agency at its own cost, expense and risk, shall defend any and all suits, actions, or other legal proceedings that may be brought or instituted by third parties against County, its officers, agents or employees, or any such claim or demand, and shall pay and satisfy any judgment or decrees that may be rendered against County, its officers, agents, or employees in any such suit, action, or other legal proceedings.

10. INSURANCE

Without limiting the foregoing indemnification, all parties shall maintain in force at all times during the performance of this Agreement, a policy or policies of insurance as follows, and in the minimum limits of liability as stated herein:

- A Comprehensive general liability, including but not limited to premises, personal injuries, products, and completed operations for combined single limit of not less than \$1,000,000 per occurrence.
- B Comprehensive automobile liability, including but not limited to property damage, bodily injury, and personal injuries for combined single limit of not less than \$1,000,000 per occurrence.
- C Workers' Compensation covering statutory requirements of the State of California and Employer's Liability of not less than \$100,000 per occurrence.
- D In the event any party is lawfully self-insured in any or all of the aforementioned insurance areas, a letter certifying those areas of coverage, and in the minimum amounts as set forth in this Agreement, shall be furnished to the other party prior to execution of this Agreement.
- E Except with respect to Workers' Compensation insurance, each Agency maintaining commercial insurance or excess insurance shall provide an endorsement naming the County, its officers, agents, and employees as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by the County; and the County shall, under any commercial insurance or excess insurance it maintains, provide an endorsement naming each Agency, its officers, agents, and employees

as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by each Agency.

11. GENERAL PROVISIONS

- A Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.
- C Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties hereunder, 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.
- D Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- E Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- F Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- G Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- H Construction of Agreement. The parties 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 hereto.
- I 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.
- J Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- K Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

EXHIBIT B

L Notices. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail as follows:

COUNTY OF MONTEREY
Director of Emergency Communications
240 Church Street, Room 6N
Salinas, CA 93902
831.755.5110

EXHIBIT B

<p>CITY OF CARMEL-BY-THE-SEA</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>CITY OF PACIFIC GROVE</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>CITY OF DEL REY OAKS</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>CITY OF SALINAS</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>CITY OF GONZALES</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>CITY OF SAND</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>CITY OF GREENFIELD</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>CITY OF SEASIDE</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>CITY OF KING</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>CITY OF SOLEDAD</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>CITY OF MARINA</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>CARMEL VALLEY FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>

<p>CITY OF MONTEREY</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>NORTH COUNTY FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>SALINAS RURAL FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>

**AGREEMENT RE 2007 COPS TECHNOLOGY GRANT
BETWEEN MONTEREY COUNTY AND CITY OF SALINAS**

This Agreement is made and entered into this 16th day of December 2008, by and between the COUNTY OF MONTEREY, hereinafter referred to as "County," and the CITY OF SALINAS, hereinafter referred to as "CITY". The County and CITY are hereinafter referred to collectively as the "Parties".

RECITALS

WHEREAS, the County is acting as the lead agency in the acquisition and management of a new countywide interoperable Next Generation Radio System, hereinafter referred to as "NGEN"; and

WHEREAS, the CITY is the sole grantee in receipt of a federal Department of Justice, Office of Community Oriented Policing Services ("COPS") 2007 COPS Technology Grant ("COPS grant") acquired to meet federal interoperability guidelines through the CITY's participation in the regional NGEN project; and

WHEREAS, the CITY's COPS grant also includes funding for other specified items of shared infrastructure and/or equipment for other agencies within the current or NGEN communications systems; and

WHEREAS, the Parties are separately, along with other entities, entering into a Memorandum of Agreement re Next Generation Radio System Joint Governance and Financing ("NGEN Financing Agreement"); and

WHEREAS, the CITY and County agree that it is essential to the successful implementation of the regional NGEN project that they work cooperatively in the implementation of the COPS grant program for this purpose.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Emergency Communications Users Advisory Council ("ECUAC"), as defined in the Agreement for 911 Emergency Communications Dispatch Services, shall serve as the governing body for the acquisition, installation, operation and maintenance of the regional NGEN radio system, as well as those components of the shared infrastructure that are specified as part of the CITY's COPS grant application and award.
2. It is the intention of all Parties that any shared infrastructure funds in excess of those needed to acquire and install the items specified in the CITY's COPS grant application and award, or those items that may of necessity be substituted for those specified, shall be used for additional shared infrastructure for the regional NGEN Radio System. If,

however, any grant specified item exceeds the cost estimated and additional funds are needed, the decision to move funds allocated for shared infrastructure to a non-shared equipment purchase, shall be jointly made by the CITY and ECUAC.

4. Shared Infrastructure Items

- A. Shared infrastructure refers to those parts of the regional NGEN Radio System that are used by multiple agencies, and generally refers to all system equipment except individual agency subscriber radios (as defined in Section 5 below).
- B. The COPS grant provides funding for shared infrastructure items at \$1,846,125. The City of Salinas will provide \$615,375 in required matching funds. Funding for shared infrastructure items total \$2,461,500. This funding provided by COPS grant and matching funds will be applied to CITY's share of total NGEN infrastructure costs under the NGEN Financing Agreement in its entirety. CITY's share of these costs is estimated between \$1,388,742 and \$2,153,831. Any COPS grant funding in excess of CITY's final share of the total infrastructure costs will be used to pay down the overall cost of total shared infrastructure and will benefit all Parties to the NGEN Financing Agreement based on that Agreement's cost share formula.
- C. The COPS grant provides for the following shared infrastructure items to be used jointly by Salinas Police Department and other participating agencies: 4 sets of VHF Frequencies, 4 VHF Voting Receiver systems, 4 radio repeaters, 10 VHF Multi couplers, 4 Stand-by Generators, 4 Radio site Uninterruptible Power Supply, 4 Microwave systems, 5 Antenna structures, and 1 Generic Trunking switch controller. All hardware and infrastructure items specified in the COPS grant application and award are engineering estimates representative of items expected to be specified in a successful design-build proposal for the NGEN system, but may be substituted – with prior written COPS approval – for similar equipment pursuant to the actual NGEN system design-build contract.
- D. The NGEN project team assigned by CITY and County will collaborate, in concert with the project governing body, ECUAC, and its technical advisory (NGEN) committee, on the acquisition of shared infrastructure items. CITY shall have at least two representatives on the NGEN RFP Review and Selection Committee, and all COPS grant funded equipment identified for shared infrastructure shall be acquired through the County's competitive bid process for the NGEN Radio System design-build contract. Any sole source expenditure of grant funds and/or matching funds from any source shall be clearly identified, justified, approved by CITY and ECUAC, and CITY shall seek COPS approval for such expenditures as necessary.

- E. The NGEN team and ECUAC will collaborate on decisions regarding changes in the use of approved grant line items for shared infrastructure. ECUAC shall have final approval authority on changes in the use of grant funds designated for shared infrastructure, pursuant to and consistent with an approved NGEN design-build contract, and with approval of the COPS Office (as coordinated through the City) when necessary. CITY shall have final approval authority on changes in the use of funds designated for the purchase of CITY mobile and portable equipment, consistent and compatible with the shared infrastructure design specifications.
- F. Ownership of shared infrastructure assets purchased with the COPS grant will remain with CITY during the grant term. Transfer of ownership of these assets to either Monterey County or successor administrator of the NGEN system (such as a Joint Powers Authority or "JPA") is contingent upon written approval from the COPS Office. The transfer of ownership of these assets to Monterey County will be made at no charge to participating members except for necessary and actual out of pocket costs as approved by ECUAC. A succeeding transfer of assets by Monterey County to a successor administrator of the NGEN System will also be made at no charge, as specified in the NGEN Financing Agreement.
- G. Radio frequencies acquired as part of the NGEN system are not physical assets and are not 'owned' by any local agency, but remain under the control of the Federal Communications Commission, licensed to State and local agencies for use as per the specific license terms. The "4 sets of VHF Frequencies" specified in the COPS grant will be acquired by and licensed to County as part of the NGEN frequency pool and will be shown as "assigned" for use in the Salinas Police Department's move from the UHF to the VHF frequency band. If for any technical reason, such as intermod or interference issues, any of these frequencies become unsuitable or unusable for this purpose, other VHF frequencies available to the NGEN project will be substituted.

5. **Salinas Police Department Equipment**

The COPS grant provides funding for Salinas Police Department subscriber radios, grant services and travel and training at \$823,875. CITY will provide \$274,625 in matching funds as required by the COPS grant. Funding for these items total \$1,098,500. Subscriber radios are defined as mobile and portable field radios, spare radios/parts and desktop office radio equipment, solely used by an individual agency. CITY will purchase this equipment, retain ownership of this equipment and make all decisions concerning the use of COPS grant funds specified for this purpose, to be compatible with the NGEN shared infrastructure.

6. **Salinas Fire Department and Other Fire Agencies Radios**

- A. City is acting as the Lead Agency in the acquisition of grant approved equipment for Fire Agencies' mobile data communications. The COPS grant provides grant funding of \$319,125 for "*37 Mobile Data Radios for Fire/Police (Data 911 800MHz Radios complete with keyboard/screen plus radio modem and antenna)*". The 25% match for this equipment is \$106,375 for a funding total of \$425,500. At the time the grant application was written the proposal was to install 37 mobile data computers (MDCs) on the existing County 800MHz data network in fire vehicles of five participating Fire Agencies. Since the COPS grant award was made, the participating Fire Agencies conducted a proof-of-concept test of alternate mobile data equipment over a commercial broadband wireless network. The participating Fire Agencies have decided to request COPS Office approval to utilize grant funds identified for Fire MDCs to purchase equipment and software needed for this alternate system.
- B. County will bill the City for all Fire Agencies' share of Mobile Data System (MDS) software license and security equipment approved by ECUAC as part of the alternative mobile data solution. City will provide the 25% fund match for its share of the \$106,375 line item match. Other participating Fire Agencies will each pay their 25% share of the required \$106,375 line item match to the City, pursuant to a separate billing from the City to each other agency. The share will be based on the total number of mobile data computers each Fire Agency receives.
- C. At its May 2, 2008 meeting, the ECUAC approved a proposal from CITY and Fire Agencies to support the 'mobile data over commercial broadband network' plan, including the transfer of \$122,596 from COPS grant shared infrastructure, and up to \$41,000 from the 911 Reserve Fund to cover the increased one-time costs of this solution. The Reserve Fund is to be repaid over time by one-time "buy in" fees determined by the Mobile Data Communications System (MDCS) Committee and approved by ECUAC for the addition of other Agencies using the commercial broadband network. If actual equipment costs for the broadband mobile data equipment and installation are less than the approved COPS grant funding estimates, the excess or unspent funds will be transferred back into the shared infrastructure funding category.

7. **Administration**

- A. CITY, as grantee, administrator and fiscal agent is responsible for appropriate grant accounting and documentation.
- B. The NGEN Project Team, pursuant to approval by ECUAC and/or in execution and administration of the NGEN design-build contract, shall provide

documentation to CITY necessary for the expenditure of grant funds and/or pre-approval by COPS Office, and for final grant accounting.

- C. CITY's Finance Department will require confirmation of expenditures prior to actual disbursement of grant funds (to draw grant funds prior to expenditure). NGEN project team shall provide documentation acceptable to CITY and COPS Office regarding identification of items and unbundled costs to be paid for with grant funds that may be bundled in the NGEN design-build contract.
- D. Expenditure of grant funds will be made upon submittal of approved bid documents, purchase orders, invoices or other documentation as required.
- E. CITY must pre-approve disbursements of grant funds that may be required to be made to or by Monterey County or other Agencies. Such pre-approval shall be consistent with expenditures for items and costs specifically identified in the CITY's COPS grant application and award, and/or for necessary substitutions of shared infrastructure equipment pursuant to an executed NGEN design-build contract. For disbursements made by Monterey County or other Agencies, reimbursement will be made by CITY from grant funds upon submittal of appropriate bid documents, invoices or other documentation as required.

8. **Dispute Resolution**

- A. Either party to this Agreement may petition the ECUAC to assist in the resolution of any conflict that may arise in the execution of this Agreement, or between this Agreement and the NGEN Financing Agreement.
- B. If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by alternate striking of names from a list of mediators provided by JAMS or AAA. All costs and fees required by the mediator, including procurement of the list, shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 90 days, either party may pursue litigation to resolve the dispute.
- C. It is not the intent that any item in this Agreement shall supersede any clause in the separate NGEN Financing Agreement to be executed between all regional system participants. In the event of a conflict between the two Agreements, it is the intent of the Parties that the longer term NGEN Financing Agreement shall

prevail. It is not the intent of the Parties that this Agreement and the NGEN Financing Agreement overlap in any way, but simply that the shared infrastructure equipment, to be purchased with a combination of COPS grant and CITY funds, be coordinated as prudent and necessary with the County as Lead Agency in the NGEN Design-Build project.

9. Indemnification

- A. CITY 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 CITY 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. CITY shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which CITY is obligated to indemnify, defend and hold harmless the County under this Agreement.
- B. County shall indemnify, defend, and hold harmless CITY, 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 County of Monterey 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 CITY. County shall reimburse the CITY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless CITY under this Agreement.

10. General Provisions

- A. Use of Name. The Parties agree that they will not use the name, logo, or seal of the other Party or its employees in any advertisement, press release, or publicity with reference to this Agreement or any product or service resulting from this Agreement without prior written approval of the other party.
- B. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- C. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.
- D. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties hereunder, 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.

- E. Assignment and Subcontracting. Neither City nor County shall assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the other party.
- F. No Third Party Rights. Nothing in this agreement is intended to make any person or entity that is not signatory to this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- G. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.
- H. Cooperation. County and City shall cooperate in the event of any legal action or claim made by a third party that may result from activities related to the performance of this Agreement.
- I. Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- J. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- K. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California. The venue for such actions shall be the County of Monterey, California.
- L. Construction of Agreement. The parties 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 hereto.
- M. 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.
- N. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- O. Integration. This Agreement, including the exhibits, and appendices hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.
- P. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable; the remaining provisions will nevertheless continue to be in full force and effect and shall not be affected, impaired, or invalidated in any way.
- Q. Notices. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail as indicated below:

To County: Virgil Schwab
Director, Information Technology Department
1590 Moffett St.
Salinas, CA 93905

To City: Tom Kever, Finance Director
City of Salinas
200 Lincoln Ave.
Salinas, CA 93901

- R. Force Majeure. Neither County nor City shall be responsible for damages or for delays resulting from acts or consequences beyond its reasonable control including, without limitation; fire, lightening, explosion, power surge, or failure, water, acts of God, war, revolution, civil commotion, or acts of civil or military authorities or public enemies; any law, order, regulation, or ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including, without limitation; strikes, slowdowns, picketing, or boycotts; inability to secure materials and supplies, transportation facilities', fuel or energy shortages, or acts or omissions of others.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year written below.

COUNTY OF MONTEREY

CITY OF SALINAS

By: _____
Board of Supervisors

By: _____
Name and Title

Date: _____
Approved as to Content

By: _____
Director of Information Technology

Authorized Signature

Date: _____
Approved as to Form

Date: _____

By: _____
County Counsel

By: _____
Authorized Signature

Date: _____



IN SHORT

NIJ

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NCJ 217865

Understanding FCC Narrowbanding Requirements

Key Points

- Most current public safety radio systems use 25-kHz-wide channels.
- The Federal Communications Commission (FCC) has mandated that all non-Federal public safety licensees using 25-kHz radio systems migrate to narrowband 12.5-kHz channels by January 1, 2013.
- Agencies that do not meet the deadline face the loss of communication capabilities.
- Agencies need to start planning now to migrate to narrowband systems by assessing their current radio equipment and applying for new or modified licenses.

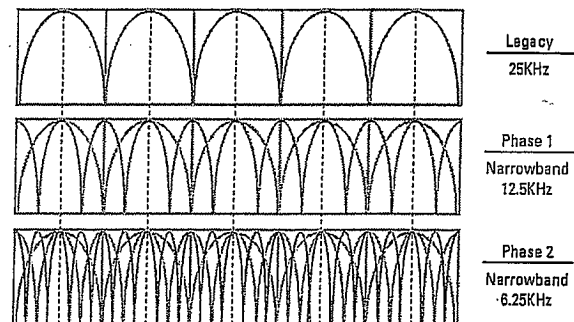
OVERVIEW

Private land mobile radio (LMR) systems—including municipal government and State and local public safety systems—use blocks of radio spectrum called channels.¹ Historically, LMR systems have used 25-kHz-wide channels. In December 2004, the Federal Communications Commission mandated that all private LMR users operating below 512 MHz move to 12.5-kHz narrowband voice channels and highly efficient data channel operations by January 1, 2013.² This migration complements a National Telecommunications and Information Administration mandate for more rapid Federal agency migration to 12.5-kHz narrowband operation by January 1, 2008. The earlier Federal deadline affects State and local FCC licensees that interface or share frequencies with Federal radio systems.³

Using narrowband channels will ensure that agencies take advantage of more efficient technology

and, by reducing channel width, will allow additional channels to exist within the same spectrum space, as illustrated in figure 1.

Figure 1. Narrowband channels allow additional channels to exist in the same spectrum.



DEADLINES

To phase in the migration deadline of January 1, 2013, the FCC has established interim deadlines. The first important deadline is January 1, 2011, after which:

- The FCC will not grant applications for new voice operations or applications to expand the authorized contour of existing stations that use 25 kHz channels. Only narrowband authorizations will be granted.
- The FCC will prohibit manufacture or importation of new equipment that operates on 25 kHz channels. This will reduce the availability of new equipment for legacy radio systems and will affect how agencies maintain and upgrade older systems.

PLANNING FOR THE MOVE TO NARROWBAND

Public safety agencies need to aggressively develop a strategy to meet narrowband deadlines to avoid cancellation of existing wideband FCC authorizations. Although the migration deadline may seem far off, the long lead time and interim deadlines make it necessary for agencies to plan well in advance.

Assess current equipment and start planning. To prepare for the migration, public safety agencies should start assessing their radio systems and planning for replacements or upgrades. They should inventory their current equipment to ascertain what can be converted to 12.5 kHz and what will need to be replaced before January 1, 2013. Most new equipment has the capability for both 25 kHz and 12.5 kHz operation because any VHF/UHF radio equipment accepted by the FCC after February 14, 1997, had to have 12.5 kHz capability. The 2.5 kHz narrowband equipment is available in both conventional analog FM and digital formats (such as Project 25), so narrowband conventional FM systems will be compliant. Local governments should develop contingency plans to accommodate system changes for both public safety and nonpublic safety systems.

Obtain new or modified licenses. To move to narrowband operations, agencies must apply for new frequencies or modify existing licenses. An agency that is licensed for a 25 kHz-wide channel is not guaranteed two 12.5 kHz channels. Licensees will have to justify to the FCC why they need additional channels. Consideration of applications for new narrowband licenses will follow the same process as a new license application. As agencies migrate to narrowband operation, however, the pool of available frequencies will increase.

FOR MORE INFORMATION

- NIJ's Communications Technologies (CommTech) Web site:
www.ojp.usdoj.gov/nij/topics/commtech
- Federal Communications Commission Web site:
www.fcc.gov
- Regional National Law Enforcement and Corrections Technology Centers:
www.justnet.org

NOTES

1. For more information about spectrum allocation and the licensing process, see NIJ InShort, *Radio Spectrum*, NCJ 214962, August 2006.
2. Per the FCC mandate, post-narrowbanding data channels must have an efficiency of 4.8kbps/second/6.62KHz. See FCC Order 05-9, WT Docket No. 96-86, January 7, 2005: http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-05-9A1.pdf; and FCC Order 04-292, WT Docket No. 99-87 and RM-9932, December 23, 2004: http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-04-292A1.pdf.
3. FCC narrowbanding rules for agencies operating with FCC licenses but using Federal spectrum are frequency specific and may follow a more aggressive schedule. Those agencies may operate on these frequencies only on a secondary (unprotected and noninterfering) basis. See FCC Report and Order 05-69, ET Docket No. 04-243, March 11, 2005: http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-05-69A1.pdf.



This document is not intended to create, does not create, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any party in any matter, civil or criminal. Opinions or points of view expressed in this document represent a consensus of the authors and do not represent the official position or policies of the U.S. Department of Justice. The products and manufacturers discussed in this document are presented for informational purposes only and do not constitute product approval or endorsement by the U.S. Department of Justice.

NGEN Talking Points

The Next Generation Voice and Data Radio (NGEN) Project was initiated several years ago to address our aging public safety communications systems and FCC rules to improve our radio spectrum use by 2013.

The current project proposal (which is really a list of requirements that will be circulated in a Request for Proposals for a design/build project) is the product of several years of analysis and discussion involving agency stakeholders from throughout the county. The project is intended to deal with substantial inadequacies within the current infrastructure, a need to improve interoperability in the region, and a need to comply with federal "narrowbanding" mandates.

What is it?

- A regional voice and mobile data radio system to support the day to day and major emergency needs of our police, fire, public works, and other local government personnel

Why now?

- Federal mandates require that system changes must be made by January 2013. Implementation will take several years. While there is talk of extending this deadline, it is doubtful this will occur (and waiting to see would not allow enough time to complete, if the deadline is not extended). In addition, the mandates are such that, if our current system interferes with another system that has already been "narrowbanded," we are obligated to move forward in advance of the 2013 deadline.
- Current systems suffer from interference, limited capacity, and lack of interoperability
- Current systems are quite old and fragile, and in desperate need of renewal. There is almost no redundancy and or failover protection. The current technology is not sustainable as we move into the future. A prolonged delay in making a substantial investment could result in a challenging (and potentially expensive) response to system failure.
- The current system is heavily subsidized by the County and, as a matter of equity, this needs to be resolved. Absent system renewal, the cost to support the existing system has been increasing dramatically, and other participating agencies will be asked to carry their fair share of this burden.
- The City of Salinas was awarded a multi-million dollar COPS grant to upgrade their systems and to improve regional interoperability. Much of this grant is intended to offset regional costs that would otherwise be incurred. These grant funds will support NGEN deployment and the two projects need to be synchronized closely for each to be successful. In addition, an Assistance to Firefighters grant will have been awarded to help fund several of the repeaters in the new system.
- A variety of financing options have been explored and, at this time, the financiers require a commitment to the project so we can move forward. The County also needs an indication of commitment so the RFP can be released.

What do we get for our investment in communication systems?

- FCC Narrowband compliance
- New equipment; however, we are reusing as much equipment as possible to be cost-effective. Examples are some radios (particularly in the fire agencies), radio towers, microwave connections, and dispatch center equipment.
- Improved functionality such as User ID, encryption, unit location (GPS), and emergency buttons. This will improve firefighter and officer safety, as well as day-to-day operations. The radio system is a lifeline to the people in the field.
- More reliable communications with redundant power systems and reduced interference
- Increased system capacity to meet today's shortfalls and to better support our responders at major incidents. Channel sharing (that takes place in South County and Monterey Peninsula, for example) can be reduced.
- Increased coverage, including system roaming throughout the countywide footprint – most agencies will no longer need to select a specific radio tower.
- Improved interoperability between agencies and disciplines. In addition to the operational benefits, this interoperability component will be a prerequisite to any future grant funding.

Why not do the narrowbanding only? Why is it likely that digital will be part of the solution? Do other project options exist?

- Unfortunately, for reasons described in this section and the attached Appendix, a narrowband-only option is not feasible. If all of the challenges addressed by the narrowband-only option were suitably addressed, it would likely cost more than the NGEN solution.
- Although more analysis is required, a simple analysis indicates that a narrowbanding-only option might save about 10% of the project cost across all partnering agencies, but this would preclude our ability to take advantage of the new system functionality and features that would help improve public safety, officer/firefighter safety, interoperability, and system sustainability.
- A solution that only narrowbands our current systems does not address the problems of aging equipment, interference, limited capacity, and lack of interoperability. A narrowband-only option would require additional frequencies that we do not own, may be impossible to acquire, and may be quite expensive if indeed they become available. A trunked system allows maximum utilization of the finite number of frequencies available to us.
- Narrowbanding of existing channels is expected to change and in some cases reduce the coverage profile of each channel, potentially creating a lower level of service and user dissatisfaction. The additional system capacity created by the proposed NGEN system will be needed to compensate for this.

- Modern advances in communications have used digital rather than analog modulation for its ability to more efficiently carry data and therefore add capabilities such as encryption, message error correction, user identification, unit positioning, emergency buttons, and over-the-air programming, while also meeting requirements calling for the most efficient use of our available frequencies. All of these services have been requested by system users.
- A number of options remain open for NGEN as the procurement process continues. The RFP has been developed to allow for creative and cost-effective solutions to be proposed that meet the collective requirements of all users in the County. All user agencies were included in development of the RFP requirements. As a regional system, efforts have focused on meeting the greatest and common needs of stakeholders. At this point in the process, we are trying to balance the needs of those who have asked for "more" and those who have asked for "less."

What can we do to spend less money?

- The design/build RFP has been developed to solicit competitive bids from a number of companies that can satisfy our communications requirements. Thus, we will see our options after the proposals are received. Further cost reductions can be sought during the negotiation of service levels with the selected service provider.
- The current budget estimates were developed after several years of analysis and compilation of needs identified by system users. A good deal of value engineering has already taken place and a substantial number of expressed system desires will not be included in the RFP because of cost considerations. Spending less money translates to receiving less of the system functionality that has been requested by system users.
- Expenses can be financed to spread payments over a longer time period.
- County, on behalf of the partnership, is actively seeking grants to offset system costs. Four potential federal grant funding opportunities have been identified and will be applied for.

What happens if I don't join NGEN?

- You will support you own radio communications.
- The County will work with you to license frequency spectrum for your system.
- You will need to fund, design, deploy, and maintain a stand-alone narrowbanded radio system.
- You will need to arrange for 911 and dispatch services outside of the existing regional consortium.
- Your ability to be interoperable with your partners and mutual aid responders will be compromised.



Legislation Details (With Text)

File #: 12-148 **Version:** 1 **Name:** Treasurer's Report of Investments for quarter ending March 31,2012

Type: General Agenda **Status:** Consent Agenda

File created: 4/10/2012 **In control:** Board of Supervisors

On agenda: 5/1/2012 **Final action:**

Title: Receive and Accept the Treasurer's Report of Investments for the quarter ending March 31, 2012.

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit A - Portfolio Review 03.31.12](#)
[Portfolio Management Report 3.31.12 - Exhibit B](#)
[Quarterly Yield Review 03.31.12-Exhibit C](#)
[Aging Summary 03.31.12 - Exhibit D](#)
[MMF Pie Charts 3.31.12 - Exhibit E](#)

Date	Ver.	Action By	Action	Result
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Title

Receive and Accept the Treasurer's Report of Investments for the quarter ending March 31, 2012.

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Receive and Accept the Treasurer's Report of Investments for the quarter ending March 31, 2012.

SUMMARY:

Government Code Section 53646 (b) requires the Treasurer submit a quarterly report of investments. The attached Exhibit A provides a narrative portfolio review of economic and market conditions that support the investment activity during the January - March period. Exhibit B describes the investment portfolio position by investment type as of March 31, 2012. Exhibit C is a listing of historical Monterey County Treasury Pool yields versus benchmarks. Exhibit D describes the investment portfolio by maturity range, and Exhibit E is an overview of the short term funds that the Treasurer invests in overnight, liquid assets.

DISCUSSION:

During the January to March quarter Treasury bond yields were up slightly in the 0 - 5 year term. The increase was due to Greece completing the largest ever sovereign debt restructuring, as well as positive economic data in the U.S. The net effect was a move to investment in equity markets, causing bond yields to increase despite the Fed's assurances that they will continue to keep the Fed Funds Rate at or below 0.25 percent.

On March 31, 2012 the Monterey County investment portfolio contained an amortized cost basis of \$1,017,030,070 spread among 78 separate securities and funds. The par value of those funds was

\$1,015,118,603, with a market value of \$1,017,633,053 or 100.06% of amortized book value. The portfolio's net earned income yield for the period was 0.43%. The portfolio produced estimated income of \$1,120,246 for the quarter which will be distributed proportionally to all agencies participating in the investment pool. The investment portfolio had a weighted average maturity of 307 days.

The investment portfolio was in compliance with all applicable provisions of state law and the adopted investment policy, and contained sufficient liquidity to meet all projected outflows over the next six months. Market value pricings were obtained through Bloomberg LLP, Union Bank of California and included live-bid pricing of corporate securities.

OTHER AGENCY INVOLVEMENT:

A copy of this report will be distributed to all agencies participating in the County investment pool and the Treasury Oversight Committee. In addition, the report will be published on the County Treasurer's web site. A monthly report of investment transactions is provided to the Board of Supervisors as required by GC 53607.

FINANCING:

The investment portfolio contains sufficient liquidity to meet all projected expenditures over the next six months. We estimate that the investment earnings in the General Fund will be consistent with budgeted revenue, but at historically low levels, as the Federal Reserve is expected to continue keeping short term interest rates at the current rate of 0.00 - 0.25%.

Prepared by: Eamonn M. Mahar, Investment Officer, x5490
Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5474

Attachments:

- Exhibit A - Investment Portfolio Review - 3.31.12
- Exhibit B - Portfolio Management Report - 3.31.12
- Exhibit C - Monterey County Historical Yields vs. Benchmarks
- Exhibit D - Aging Report - 4.01.12
- Exhibit E - Overnight (Liquid) Asset Distribution

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Exhibit A

Investment Portfolio Review Quarter Ending March 31, 2012

OVERVIEW – January 1 – March 31, 2012

During the January to March quarter Treasury bond yields were up slightly in the 0 – 5 year term. The increase was due to Greece completing the largest ever sovereign debt restructuring, as well as positive economic data in the U.S. The net effect was a move to investment in equity markets, causing bond yields to increase despite the Fed's assurances that they will continue to keep the Fed Funds Rate at or below 0.25 percent.

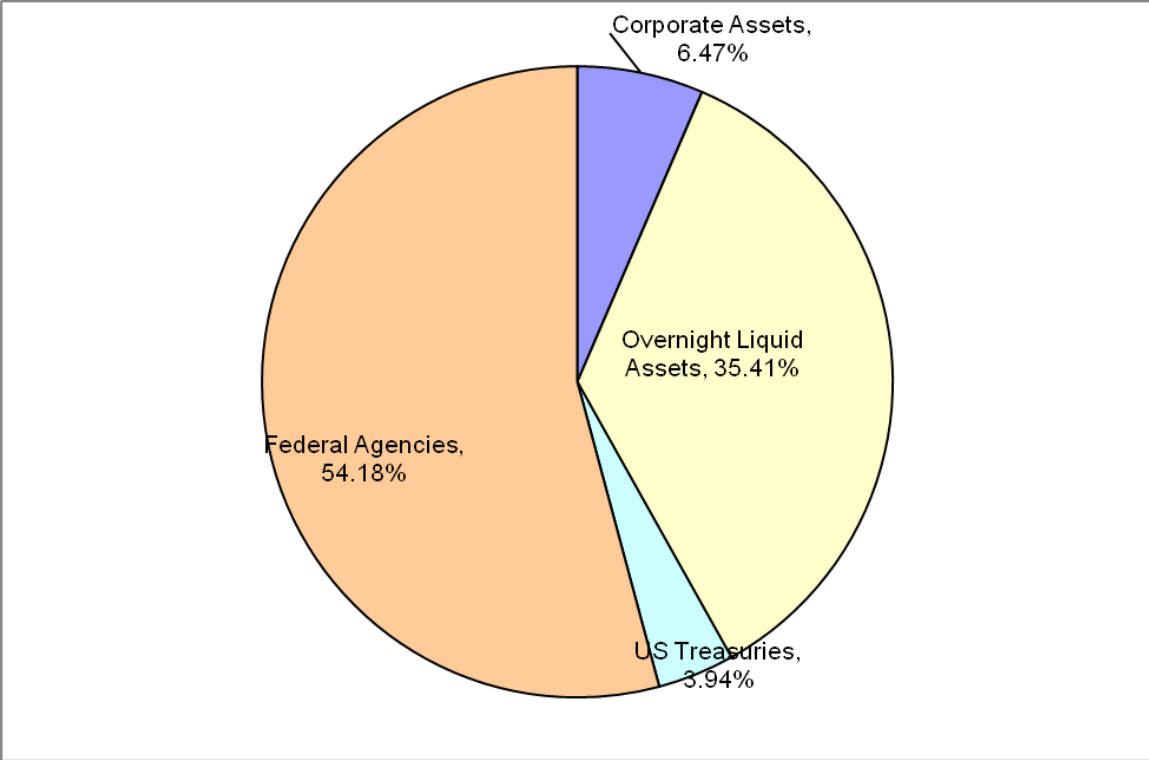
The County Treasury was able to outperform all of the portfolio benchmarks due to a consistent investment strategy that ladders short term debt to provide liquidity, while also taking advantage of higher rates by buying small amounts of longer term corporate and callable debt structures. The following indicators reflect key aspects of the County's investment portfolio in light of the above noted conditions:

1. Market Access – The U.S. Treasury continued to issue substantial amounts of debt instruments. The continued large issuance is due to their efforts to stimulate the economy by providing funding for financial institutions, social programs, and ongoing military funding requirements. Access to U.S. Treasuries has been plentiful, but yields have continued to remain low as investors seek safe havens from an uncertain world market. These issues have continued to keep yields low on Treasury bonds from January through March.

During the quarter, the majority of County investment purchases continue to be in U.S. Treasury and Agency markets with a continued small position in shorter term, highly rated (AA or better) Corporate bonds, Certificates of Deposits and highly rated (A1, P1), short term Commercial Paper. In addition, the Treasurer continues to keep a high level of overnight liquid assets, reflecting the need to maintain increased levels of available cash to ensure our ability to meet any cash flow needs.

2. Diversification - The Monterey County Treasurer's portfolio consists of fixed income investments, all of which are authorized by the State of California Government Code 53601.

The portfolio asset spread is detailed in the pie chart below:



- 3. Credit Risk – Approximately 93.5% of the investment portfolio is comprised of U.S. Treasuries, Federal Agency securities and other liquid funds. All assets have an investment grade rating. U.S. Treasuries are not specifically rated, but are considered the safest of all investments. The corporate debt (6.47%) is rated in the higher levels of investment grade. All federal agency securities have AA ratings, or they are guaranteed by the U.S. Treasury.

- 4. Liquidity Risk – Liquidity risk, as measured by the ability of the county’s Treasury to meet withdrawal demands on invested assets, was adequately managed during the January to March quarter. The portfolio’s average weighted maturity was 307 days, and a large percentage (35.41%) of assets was held in immediately available funds.

PORTFOLIO CHARACTERISTICS

	<u>December 31, 2012</u>	<u>March 31, 2012</u>
Total Assets	\$1,073,218,806	\$1,017,030,070
Market Value	\$1,073,644,404	\$1,017,633,053
Days to Maturity	373	307
Yield	0.51%	0.43%
Estimated Earnings	\$1,295,745	\$1,120,246

FUTURE STRATEGY

The U.S. Treasury has continued a policy of heavy borrowing for stimulus programs, military funding and other additional needs. Despite the downgrade of U.S. debt by Standard and Poor's last year and the continued uncertainty in global markets; investors continue to prefer the safety of U.S. debt to other investment options.

There has been recent positive economic news in the U.S., as well as a reduction in the amount of negative news about European markets. Although it would appear that the economy is improving, there are still strong headwinds facing our economic recovery. Many economists agree that the recent reduction in unemployment figures, coupled with low job creation figures are an indicator that more people have stopped looking for work, rather than an indicator that things have improved substantially. The U.S. and European economies still have several years of modest improvement ahead of them before it will be safe to assume that our economies are healthy and robust again. The stabilization of the U.S. economy over the past year has continued to ensure that our debt products are likely to remain a safe haven for investors for the foreseeable future, which is good for our overall economic outlook, but ensures continued low rates.

In the near term the Treasurer believes short term yields will remain extremely low and will not begin to rise until there is a longer history of consistent improvement in the unemployment rate, or the Federal Reserve starts to see significant inflation in the core Consumer Price Index. The Treasurer's rolling investment ladder will access the short term Treasury and Agency market with expected yields over the next 90 days of less than one-half percent. In our efforts to continue to provide the safest vehicles for Treasury investments, the Treasurer will maintain a portfolio weighted with U.S. Treasuries, Federal Agency securities, and other highly liquid funds.

Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments March 31, 2012

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	Days to Maturity	Maturity Date
Money Market Accts-GC 53601(k)(2)												
SYS11672	11672	BlackRock			11,423,017.30	11,423,017.30	11,423,017.30	0.176			1	
SYS11601	11601	CalTrust			0.00	0.00	0.00	0.071	Aaa	AAA	1	
SYS11801	11801	CalTrust		10/20/2011	50,000,000.00	50,000,000.00	50,000,000.00	0.422	Aaa	AAA	1	
SYS11830	11830	Federated		01/25/2012	48,800,000.00	48,800,000.00	48,800,000.00	0.202	Aaa	AAA	1	
SYS11578	11578	Fidelity Investments			64,994,314.33	64,994,314.33	64,994,314.33	0.198	Aaa	AAA	1	
Subtotal and Average			188,617,139.12		175,217,331.63	175,217,331.63	175,217,331.63				1	
State Pool-GC 53601(p)												
SYS11361	11361	LAIF			50,000,000.00	50,000,000.00	50,000,000.00	0.390			1	
SYS11422	11422	LAIF			29,812,000.00	29,812,000.00	29,812,000.00	0.390			1	
Subtotal and Average			79,812,000.00		79,812,000.00	79,812,000.00	79,812,000.00				1	
CAMP-GC 56301(p)												
SYS10379	10379	Calif. Asset Mgmt			98,700,000.00	98,700,000.00	98,700,000.00	0.261		AAA	1	
SYS11457	11457	Calif. Asset Mgmt			3,328,344.36	3,328,344.36	3,328,344.36	0.261		AAA	1	
SYS11526	11526	Calif. Asset Mgmt			3,060,927.49	3,060,927.49	3,060,927.49	0.261		AAA	1	
Subtotal and Average			106,629,930.06		105,089,271.85	105,089,271.85	105,089,271.85				1	
Negotiable CDs - GC 53601 (i)												
78009JVK8	11765	RBC Capital Markets		04/25/2011	10,000,000.00	10,161,600.00	10,127,330.59	2.250	Aa	AA	348	03/15/2013
Subtotal and Average			10,143,739.09		10,000,000.00	10,161,600.00	10,127,330.59				348	
Medium Term Notes - GC 53601(k)												
36962G4N1	11701	General Electric		08/11/2010	10,000,000.00	9,975,000.00	10,000,000.00	1.260	Aa	AA	1,227	08/11/2015
36962G4X9	11738	General Electric		01/07/2011	5,000,000.00	5,112,500.00	5,007,743.89	2.100	Aa	AA	646	01/07/2014
36962G4X9	11749	General Electric		03/09/2011	5,000,000.00	5,112,500.00	5,008,496.66	2.100	Aa	AA	646	01/07/2014
36962G4H4	11750	General Electric		03/09/2011	5,000,000.00	5,087,500.00	5,055,357.97	2.800	Aa	AA	282	01/08/2013
36962G4G6	11786	General Electric		08/24/2011	10,000,000.00	10,625,000.00	10,493,855.60	3.750	Aa	AA	957	11/14/2014
89233P5S1	11839	Toyota Motor Corporation		02/29/2012	5,000,000.00	5,087,500.00	5,107,648.40	2.050	Aa	AA	1,747	01/12/2017
89233P5Z5	11840	Toyota Motor Corporation		02/29/2012	5,000,000.00	5,000,000.00	5,017,703.18	1.000	Aa	AA	1,052	02/17/2015
Subtotal and Average			39,159,631.19		45,000,000.00	46,000,000.00	45,690,805.70				972	
Commercial Paper Disc.- GC 53601(h)												
90526MEB9	11785	Union Bank of Calif.		08/19/2011	10,000,000.00	9,996,850.00	9,996,666.67	0.300	P-1	A-1	40	05/11/2012
Subtotal and Average			9,992,916.67		10,000,000.00	9,996,850.00	9,996,666.67				40	

Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments March 31, 2012

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	Days to Maturity	Maturity Date
Fed Agcy Coupon Sec - GC 53601(f)												
31331KHL7	11763	Federal Farm Credit Bank		04/15/2011	10,000,000.00	10,061,600.00	10,005,142.50	0.850	Aaa	AA	379	04/15/2013
31331KX70	11827	Federal Farm Credit Bank		01/12/2012	10,000,000.00	9,998,500.00	10,002,220.93	0.180	Aaa	AA	248	12/05/2012
313373ND0	11766	Federal Home Loan Bank		04/27/2011	10,000,000.00	10,000,700.00	10,000,112.81	0.250	Aaa	AA	25	04/26/2012
3133XQU34	11767	Federal Home Loan Bank		04/28/2011	10,000,000.00	10,387,400.00	10,329,262.66	3.625	Aaa	AA	423	05/29/2013
3133XYHD0	11768	Federal Home Loan Bank		04/28/2011	10,000,000.00	10,160,800.00	10,096,972.78	1.625	Aaa	AA	439	06/14/2013
3133XTAW6	11769	Federal Home Loan Bank		04/29/2011	10,000,000.00	10,006,400.00	10,006,708.14	2.250	Aaa	AA	12	04/13/2012
3133XXPV3	11783	Federal Home Loan Bank		08/02/2011	10,000,000.00	10,012,400.00	10,011,766.43	1.125	Aaa	AA	47	05/18/2012
313375C62	11788	Federal Home Loan Bank		08/26/2011	10,000,000.00	9,999,800.00	9,999,852.20	0.130	Aaa	AA	44	05/15/2012
3133756N2	11789	Federal Home Loan Bank		08/30/2011	10,000,000.00	10,000,800.00	10,000,927.72	0.220	Aaa	AA	43	05/14/2012
313375KR7	11794	Federal Home Loan Bank		09/14/2011	10,000,000.00	10,000,000.00	10,000,000.00	0.150	Aaa	AA	67	06/07/2012
313375C96	11795	Federal Home Loan Bank		09/19/2011	10,000,000.00	9,999,800.00	10,000,171.75	0.140	Aaa	AA	78	06/18/2012
313374YB0	11796	Federal Home Loan Bank		09/28/2011	10,000,000.00	10,003,100.00	10,002,778.99	0.250	Aaa	AA	115	07/25/2012
313374SV3	11798	Federal Home Loan Bank		09/30/2011	10,000,000.00	10,003,300.00	10,002,911.53	0.250	Aaa	AA	120	07/30/2012
313374KZ2	11800	Federal Home Loan Bank		10/14/2011	10,000,000.00	10,002,900.00	10,002,848.90	0.250	Aaa	AA	106	07/16/2012
313375EA1	11804	Federal Home Loan Bank		10/21/2011	10,000,000.00	10,002,700.00	10,002,843.42	0.220	Aaa	AA	143	08/22/2012
313375J40	11805	Federal Home Loan Bank		10/24/2011	10,000,000.00	10,003,200.00	10,002,954.51	0.230	Aaa	AA	149	08/28/2012
3133XUE41	11807	Federal Home Loan Bank		10/25/2011	10,000,000.00	10,062,200.00	10,062,301.11	1.750	Aaa	AA	143	08/22/2012
313376BY0	11810	Federal Home Loan Bank		11/17/2011	10,000,000.00	9,999,400.00	10,000,338.90	0.140	Aaa	AA	159	09/07/2012
313376BE4	11811	Federal Home Loan Bank		11/17/2011	10,000,000.00	9,999,400.00	10,000,347.30	0.140	Aaa	AA	162	09/10/2012
313376AH8	11815	Federal Home Loan Bank		12/01/2011	10,000,000.00	9,996,600.00	9,998,425.93	0.125	Aaa	AA	207	10/25/2012
313376CU7	11816	Federal Home Loan Bank		12/01/2011	10,000,000.00	9,999,500.00	10,000,671.43	0.160	Aaa	AA	191	10/09/2012
313375ZX8	11819	Federal Home Loan Bank		12/07/2011	10,000,000.00	9,997,100.00	9,999,051.61	0.125	Aaa	AA	199	10/17/2012
313376GR0	11823	Federal Home Loan Bank		01/04/2012	10,000,000.00	10,000,000.00	10,002,487.04	0.200	Aaa	AA	241	11/28/2012
313376DS1	11824	Federal Home Loan Bank		01/04/2012	10,000,000.00	9,998,900.00	10,001,763.09	0.180	Aaa	AA	234	11/21/2012
313376EE1	11825	Federal Home Loan Bank		01/11/2012	10,000,000.00	10,000,200.00	10,003,975.19	0.200	Aaa	AA	232	11/19/2012
3133767C3	11826	Federal Home Loan Bank		01/11/2012	10,000,000.00	10,000,400.00	10,004,159.46	0.200	Aaa	AA	220	11/07/2012
3133XVNT4	11831	Federal Home Loan Bank		02/01/2012	10,000,000.00	10,104,500.00	10,114,294.57	1.750	Aaa	AA	257	12/14/2012
313376Y58	11832	Federal Home Loan Bank		02/01/2012	10,000,000.00	9,992,000.00	9,997,666.67	0.125	Aaa	AA	306	02/01/2013
313376LR4	11833	Federal Home Loan Bank		02/01/2012	10,000,000.00	9,999,700.00	10,005,896.15	0.200	Aaa	AA	256	12/13/2012
313376TY1	11834	Federal Home Loan Bank		02/15/2012	10,000,000.00	9,995,500.00	9,998,198.71	0.160	Aaa	AA	292	01/18/2013
313376RD9	11836	Federal Home Loan Bank		02/23/2012	10,000,000.00	9,997,400.00	10,001,350.41	0.180	Aaa	AA	283	01/09/2013
313376GF2	11841	Federal Home Loan Bank		02/28/2012	10,000,000.00	9,990,900.00	9,992,892.92	0.125	Aaa	AA	326	02/21/2013
313376ZL2	11842	Federal Home Loan Bank		02/28/2012	10,000,000.00	9,995,500.00	9,999,323.22	0.170	Aaa	AA	311	02/06/2013
313376NG6	11843	Federal Home Loan Bank		03/29/2012	10,000,000.00	9,998,000.00	10,000,099.30	0.190	Aaa	AA	288	01/14/2013
3137EACC1	11792	Federal Home Loan Mtg Corp		09/09/2011	10,000,000.00	10,032,600.00	10,032,391.09	1.750	Aaa	AA	75	06/15/2012
3137EACK3	11799	Federal Home Loan Mtg Corp		10/03/2011	10,000,000.00	10,029,800.00	10,031,051.70	1.125	Aaa	AA	117	07/27/2012

Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments March 31, 2012

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	Days to Maturity	Maturity Date
Fed Agcy Coupon Sec - GC 53601(f)												
3137EACE7	11813	Federal Home Loan Mtg Corp		11/29/2011	10,000,000.00	10,092,300.00	10,093,034.25	2.125	Aaa	AA	173	09/21/2012
3134G3DZ0	11820	Federal Home Loan Mtg Corp		12/14/2011	10,000,000.00	9,911,600.00	10,000,000.00	1.250	Aaa	AA	1,535	06/14/2016
3137EACG2	11835	Federal Home Loan Mtg Corp		02/15/2012	10,000,000.00	10,089,200.00	10,091,122.22	1.375	Aaa	AA	283	01/09/2013
3134G3RV4	11838	Federal Home Loan Mtg Corp		03/21/2012	10,000,000.00	9,998,800.00	10,000,000.00	0.800	Aaa	AA	1,268	09/21/2015
31398AH54	11774	Federal National Mtg Assn		06/07/2011	10,000,000.00	10,000,500.00	10,000,688.89	1.000	Aaa	AA	3	04/04/2012
3136FRF99	11782	Federal National Mtg Assn		08/08/2011	10,000,000.00	10,023,800.00	10,000,000.00	1.020	Aaa	AA	859	08/08/2014
3136FR2L6	11791	Federal National Mtg Assn		09/20/2011	10,000,000.00	10,004,100.00	9,997,318.33	1.500	Aaa	AA	1,633	09/20/2016
31398AP71	11793	Federal National Mtg Assn		09/09/2011	10,000,000.00	10,024,400.00	10,024,217.00	1.250	Aaa	AA	82	06/22/2012
31398AYM8	11806	Federal National Mtg Assn		10/25/2011	10,000,000.00	10,056,800.00	10,057,547.58	1.750	Aaa	AA	131	08/10/2012
3136FTTD1	11814	Federal National Mtg Assn		12/21/2011	10,000,000.00	10,035,500.00	10,000,000.00	1.650	Aaa	AA	1,725	12/21/2016
31398A3N0	11817	Federal National Mtg Assn		12/01/2011	10,000,000.00	10,024,700.00	10,023,145.39	0.625	Aaa	AA	176	09/24/2012
31398A4T6	11818	Federal National Mtg Assn		12/01/2011	10,000,000.00	10,017,900.00	10,019,597.72	0.500	Aaa	AA	212	10/30/2012
3136FTUK3	11821	Federal National Mtg Assn		12/28/2011	10,000,000.00	10,049,600.00	10,014,817.71	1.625	Aaa	AA	1,732	12/28/2016
3136FTUH0	11822	Federal National Mtg Assn		12/28/2011	10,000,000.00	10,049,900.00	10,000,000.00	1.550	Aaa	AA	1,702	11/28/2016
31398A6F4	11828	Federal National Mtg Assn		01/12/2012	10,000,000.00	10,017,400.00	10,017,285.55	0.375	Aaa	AA	271	12/28/2012
3135GOHV8	11837	Federal National Mtg Assn		03/06/2012	10,000,000.00	9,990,200.00	9,970,416.67	1.200	Aaa	AA	1,800	03/06/2017
Subtotal and Average			502,785,314.07		520,000,000.00	521,219,700.00	521,023,352.38				394	
US Treasury Note-GC 53601(b)												
912828NN6	11771	U.S. Treasury		05/16/2011	10,000,000.00	10,093,000.00	10,049,670.12	1.000	Aaa	AA	470	07/15/2013
912828NB2	11772	U.S. Treasury		05/17/2011	10,000,000.00	10,006,600.00	10,006,530.15	1.000	Aaa	AA	29	04/30/2012
912828KK5	11773	U.S. Treasury		05/17/2011	10,000,000.00	10,004,300.00	10,004,564.67	1.375	Aaa	AA	14	04/15/2012
912828NX4	11812	U.S. Treasury		11/29/2011	10,000,000.00	10,010,500.00	10,012,545.96	0.375	Aaa	AA	182	09/30/2012
Subtotal and Average			66,276,890.01		40,000,000.00	40,114,400.00	40,073,310.90				174	
Federal Agency Step Up-GC 53601(f)												
3136FTKE8	11808	Federal National Mtg Assn		11/17/2011	10,000,000.00	10,007,900.00	10,000,000.00	1.050	Aaa	AA	1,691	11/17/2016
3136FTQH5	11809	Federal National Mtg Assn		11/29/2011	10,000,000.00	10,006,600.00	10,000,000.00	0.750	Aaa	AA	1,703	11/29/2016
3136FTA66	11829	Federal National Mtg Assn		01/25/2012	10,000,000.00	10,007,400.00	10,000,000.00	1.000	Aaa	AA	1,760	01/25/2017
Subtotal and Average			44,385,369.90		30,000,000.00	30,021,900.00	30,000,000.00				1,718	

Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments March 31, 2012

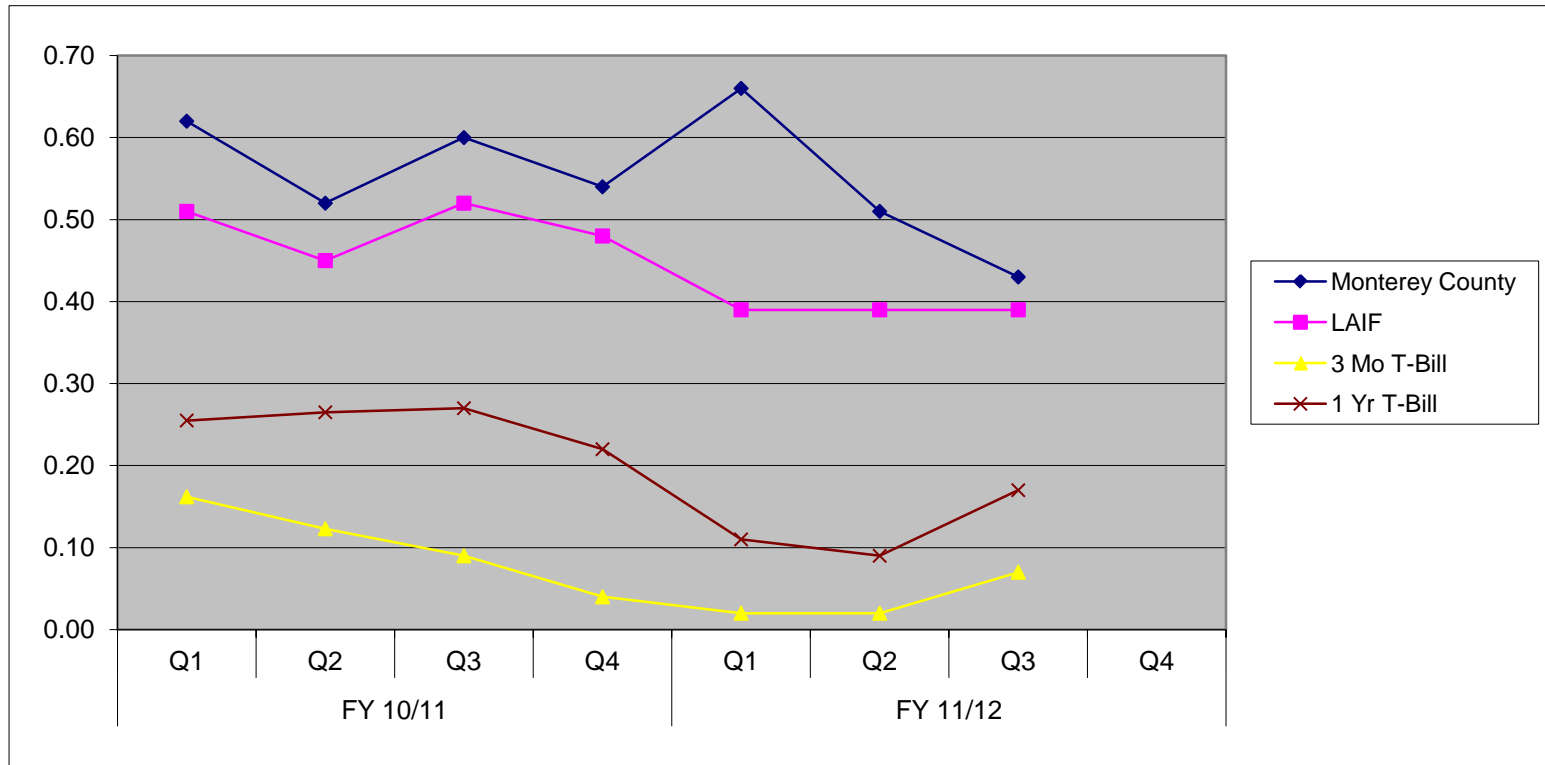
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	Days to Maturity
Total and Average			1,047,802,930.11		1,015,118,603.48	1,017,633,053.48	1,017,030,069.72				307

* Investment #11764 matured on 03/31/12 when markets were closed. The funds were not received until 04/02/12 and are not reflected in this report.

Exhibit C

Monterey County Historical Yields vs. Benchmarks



Quarterly Yield	FY 10/11				FY 11/12			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Monterey County	0.62	0.52	0.60	0.54	0.66	0.51	0.43	
LAIF	0.51	0.45	0.52	0.48	0.39	0.39	0.39	
3 Mo T-Bill	0.16	0.12	0.09	0.04	0.02	0.02	0.07	
1 Yr T-Bill	0.26	0.27	0.27	0.22	0.11	0.09	0.17	

- The 3Mo and 1 Yr T-Bill yields are obtained from the Merrill Lynch Global Bond Indices



**Exhibit D
Monterey County
Aging Report
As of April 1, 2012**

Monterey County
-Prior Day Report

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(04/01/2012 _ 04/01/2012)	10	Maturities	360,118,603.48	35.48	360,118,603.48
Aging Interval:	1 - 30 days	(04/02/2012 _ 05/01/2012)	5	Maturities	50,000,000.00	4.93	50,018,604.66
Aging Interval:	31 - 90 days	(05/02/2012 _ 06/30/2012)	8	Maturities	80,000,000.00	7.88	80,065,992.86
Aging Interval:	91 - 180 days	(07/01/2012 _ 09/28/2012)	12	Maturities	120,000,000.00	11.82	120,282,103.58
Aging Interval:	181 - 365 days	(09/29/2012 _ 04/01/2013)	22	Maturities	215,000,000.00	21.18	215,445,716.64
Aging Interval:	366 - 730 days	(04/02/2013 _ 04/01/2014)	6	Maturities	50,000,000.00	4.93	50,497,288.61
Aging Interval:	731 - 1095 days	(04/02/2014 _ 04/01/2015)	3	Maturities	25,000,000.00	2.46	25,511,558.78
Aging Interval:	1096 days and after	(04/02/2015 _)	12	Maturities	115,000,000.00	11.33	115,090,201.11
Total for 78 Investments					100.00	1,017,030,069.72	1,017,633,053.48

Investments within the Aging Period

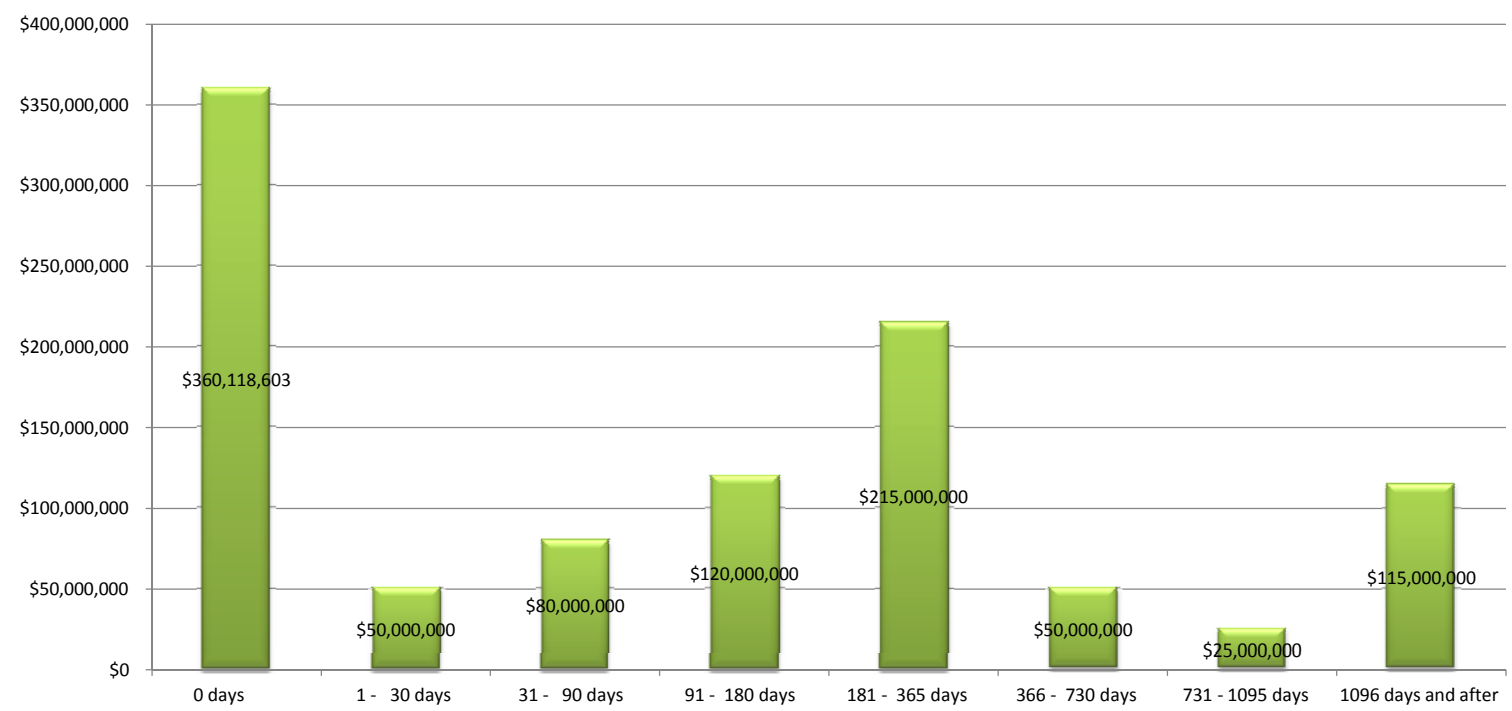
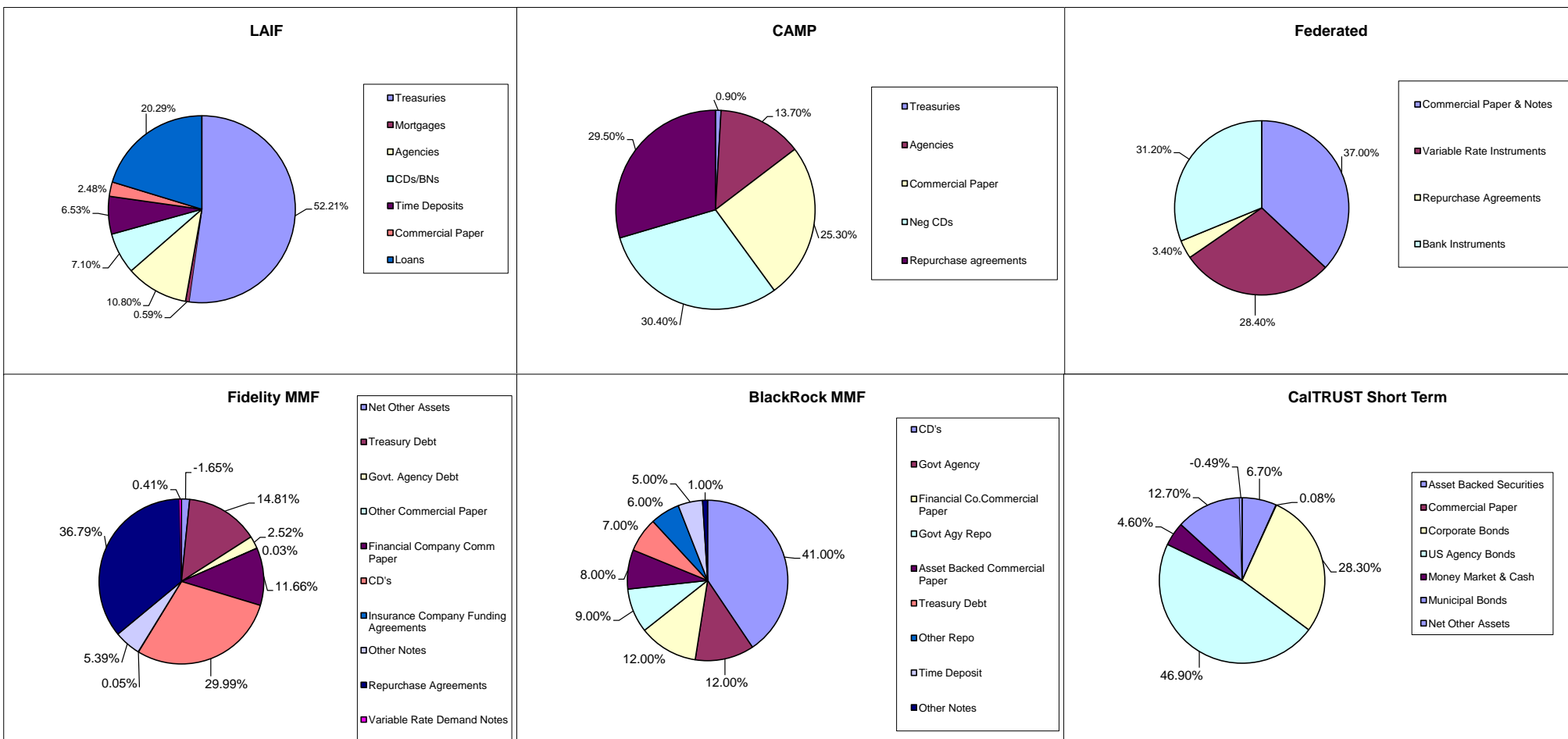


Exhibit E Overnight (Liquid) Asset Distribution



* Percent total may not equal 100 due to rounding

* Net Other Assets may include cash and receivables and payables related to open security or capital stock trades

	LAIF	CAMP	Federated MMF	Fidelity MMF	BlackRock	CalTRUST Short-Term
Credit Rating	NR	AAAm	AAAm	AAAm	NR	NR
Fund Assets	\$64.8 Billion	\$2.1 Billion	48.95 Billion	53.2 Billion	9.5 Billion	606 Million
WAM	256 days	51 days	36 days	46 days	55 days	434 days
Percent of Portfolio Invested in Fund	7.87%	10.35%	4.81%	6.40%	1.13%	4.93%
Fund Quarterly Return	0.39%	0.24%	0.22%	0.19%	0.16%	0.50%



Legislation Details (With Text)

File #: 12-165 **Version:** 1 **Name:** Recommendations from the Legislative Committee
Type: General Agenda **Status:** Consent Agenda
File created: 4/12/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**
Title: a. Consider recommendations from the Legislative Committee to support AB 1858 (Alejo) and SB 1240 (Cannella) School finance: emergency loans: South Monterey County Joint Union High School District; and
b. Receive the action minutes from the January 23, 2012 meeting of the Legislative Committee.
Sponsors: Nick Chiulos
Indexes:
Code sections:
Attachments: [AB 1858 \(+\) \(Alejo\) SMOCo Joint Union HSD loan doc.pdf](#)
[SB 1240 \(+\) \(Cannella\) SMOCo Joint Union HSD loan doc.pdf](#)
[012312 Action Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Title
a. Consider recommendations from the Legislative Committee to support AB 1858 (Alejo) and SB 1240 (Cannella) School finance: emergency loans: South Monterey County Joint Union High School District; and
b. Receive the action minutes from the January 23, 2012 meeting of the Legislative Committee.

Body
RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Consider recommendations from the Legislative Committee to support AB 1858 (Alejo) and SB 1240 (Cannella) School finance: emergency loans: South Monterey County Joint Union High School District; and
b. Receive the action minutes from the January 23, 2012 meeting of the Legislative Committee.

SUMMARY
The Legislative Committee met on April 11, 2012 and recommended that the Board of Supervisors take a support positions on AB 1858 (Alejo) and SB 1240 (Cannella), two bills which would allow the South Monterey County Joint Union High School District to refinance their loan with the California Infrastructure and Economic Development Bank (I-Bank). The Committee also recommended that the Board receive the action minutes from the January 23, 2012 Legislative Committee meeting.

DISCUSSION:
AB 1858 (Alejo) and SB 1240 (Cannella) are identical bills that aim to provide much needed financial relief to the South Monterey County Joint Union High School District. The District has a loan from the California Infrastructure and Economic Development Bank (I-Bank) which was authorized in June 2009 by SB 130. The loan currently bears an interest rate of 5.44%, which amounts to debt service payments of approximately \$1.2 million annually, or \$23.6 million over the life of the loan. By changing the interest rate to 1% as authorized in AB 1858/SB 1240, the District would be able to realize approximately \$445,000 annually in debt service

savings, or \$8 million over the life of the loan. This savings would provide a significant boost to the District.

Additionally, the Legislative Committee met on January 23, 2012. The action minutes from that meeting were approved by the Legislative Committee on April 11, 2012. The Legislative Committee submits for Board receipt the action minutes from the January 23, 2012 meeting.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office - Intergovernmental & Legislative Affairs Division prepared this report. Information was provided by the South Monterey County Joint Union High School District and JEA & Associates (the County's state legislative advocate).

FINANCING:

Monterey County's Legislative Program is funded in County Administrative Office-Department 1050, Intergovernmental & Legislative Affairs Division-Unit 8054. Approval of this recommendation will not result in additional general fund contributions.

Prepared by:

Approved by:

Annette D'Adamo
Management Analyst III

Nicholas E. Chiulos
Director, Intergovernmental & Legislative Affairs

Date: April 11, 2012

Attachment A) Letter of Support for AB 1858 (Alejo)
 B) Letter of Support for SB 1240 (Cannella)
 C) 1/23/12 Legislative Committee Meeting Action Minutes

April 24, 2012

The Honorable Luis Alejo
28th Assembly District
Room 2137 – State Capitol
Sacramento, CA 95814

**Re: AB 1858 (Alejo) – South Monterey County Joint Union High School District
Emergency Loan: Reduced Interest Rate - SUPPORT**

Dear Assembly Member Alejo:

On behalf of the Monterey County Board of Supervisors and the constituents we represent I write to support AB 1858, your bill to provide much needed financial relief to the South Monterey County Joint Union High School District.

The loan to the SMCJUHSD from the California Infrastructure and Economic Development Bank (I-Bank) authorized in June 2009 by SB 130 carries a current interest rate of 5.44% which amounts to an annual debt service payment of approximately \$1.2 million or \$23.6 million over the life of the loan. By changing the interest rate to 1% as authorized in SB 1240, the District would be able to realize approximately \$445,000 annually in debt service savings, or \$8 million in total. This is good news for a financially-battered school district that will benefit from all the help the state can provide.

Thank you for your willingness to provide this relief to the District, relief that will allow them to focus on improved academic achievement while helping to maintain class sizes conducive to college and career preparations.

Sincerely,

Dave Potter, Chair
Monterey County Board of Supervisors

cc: The Honorable Sam Blakeslee
The Honorable Anthony Cannella
The Honorable Bill Monning
Monterey County Board of Supervisors
Lew C. Bauman, County Administrative Officer, Monterey County
Charles J. McKee, County Counsel, Monterey County
Nicholas E. Chiulos, Director, Intergovernmental and Legislative Affairs, Monterey County
Gail T. Borkowski, Clerk of the Board, Monterey County
Dr. John C. Bernard, Ed. D., State Administrator, South Monterey County Joint Union High
School District
Brent R. Heberlee, Nossaman LLP
John E. Arriaga, JEA & Associates

April 24, 2012

The Honorable Anthony Cannella
12th Senate District
Room 3048 – State Capitol
Sacramento, CA 95814

**Re: SB 1240 (Cannella) – South Monterey County Joint Union High School District
Emergency Loan: Reduced Interest Rate - SUPPORT**

Dear Senator Cannella:

On behalf of the Monterey County Board of Supervisors and the constituents we represent I write to support SB 1240, your bill to provide much needed financial relief to the South Monterey County Joint Union High School District.

The loan to the SMCJUHS from the California Infrastructure and Economic Development Bank (I-Bank) authorized in June 2009 by SB 130 carries a current interest rate of 5.44% which amounts to an annual debt service payment of approximately \$1.2 million or \$23.6 million over the life of the loan. By changing the interest rate to 1% as authorized in SB 1240, the District would be able to realize approximately \$445,000 annually in debt service savings, or \$8 million in total. This is good news for a financially-battered school district that will benefit from all the help the state can provide.

Thank you for your willingness to provide this relief to the District, relief that will allow them to focus on improved academic achievement while helping to maintain class sizes conducive to college and career preparations.

Sincerely,

Dave Potter, Chair
Monterey County Board of Supervisors

cc: The Honorable Sam Blakeslee
The Honorable Luis Alejo
The Honorable Bill Monning
Monterey County Board of Supervisors
Lew C. Bauman, County Administrative Officer, Monterey County
Charles J. McKee, County Counsel, Monterey County
Nicholas E. Chiulos, Director, Intergovernmental and Legislative Affairs, Monterey County
Gail T. Borkowski, Clerk of the Board, Monterey County
Dr. John C. Bernard, Ed. D., State Administrator, South Monterey County Joint Union High
School District
Brent R. Heberlee, Nossaman LLP
John E. Arriaga, JEA & Associates



LEGISLATIVE COMMITTEE

Monterey County Board of Supervisors
Government Center, 168 W Alisal, Salinas ~ Monterey Room – 2nd Floor

January 23, 2012 ~ 8:30 a.m.
ACTION MINUTES

ATTENDEES: SUPERVISOR DAVE POTTER (DISTRICT 5); SUPERVISOR FERNANDO ARMENTA (DISTRICT 1); NICK CHIULOS, ANNETTE D'ADAMO, CYNTHIA JUAREZ (CAO-IGLA); CARL HOLM (RMA); HARRY WEIS, CAROL ADAMS (NMC); MARCIA PARSONS (PROBATION); REYNA NAVARRETE (DISTRICT 3); PAUL GREENWAY, MARVIN ROSE (RMA-PW); STEVE KENNEDY (CSS); DIANA NEFF (ITD); BOB ROACH (AG COMM); JIM COOK (ED) VIA TELECONFERENCE: BRENT HEBERLEE (NOSSAMAN); JOHN ARRIAGA, ROBYN BOYER, ERICA ARRIAGA (JEA & ASSOCIATES)

1. Call to Order

THE MEETING WAS CALLED TO ORDER AT 8:32 A.M.

2. Public Comment

THERE WAS NO PUBLIC COMMENT.

3. Approve action minutes from the Legislative Committee meeting of 12/12/11.

ACTION: APPROVED ACTION MINUTES FROM THE MEETING OF 12/12/11.

4. Receive Federal reports and provide direction on:

- a. Federal Budget
- b. Legislative Updates
- c. Tidball Store

ACTIONS:

- **RECEIVED REPORTS**
- **DIRECTED STAFF TO SCHEDULE A MEETING WITH THE BASE COMMANDER AT FORT HUNTER LIGGETT REGARDING THE TIDBALL STORE.**
- **DIRECTED MR. HEBERLEE TO RESEARCH POSSIBLE BASE CLOSURES AND DEFENSE PROJECTS WHICH COULD EFFECT MONTEREY COUNTY.**

5. Receive report and provide direction on the Carmel Lagoon Flood Protection Project.

ACTION: RECEIVED REPORT.

6. Receive report, provide direction, and consider position on potential legislation providing gambling winnings offset for child support enforcement.

ACTION: RECEIVED REPORT, DIRECTED MR. KENNEDY TO CONTINUE TO WORK WITH ASM. ALEJO'S OFFICE REGARDING POSSIBLE LEGISLATION TO PROVIDE A GAMBLING WINNINGS OFFSET FOR CHILD SUPPORT ENFORCEMENT, AND TOOK A "SUPPORT" POSITION ON THIS LEGISLATION ONCE INTRODUCED.

7. Receive State reports, provide direction, or consider positions on:

- a. State Budget / Ballot Initiatives
- b. Redevelopment
 - i. SB 659 (Padilla) Community redevelopment (extension)
 - ii. SB 654 (Steinberg) Redevelopment (housing funds)

- c. Extension of the Fort Ord Reuse Authority Sunset Date
- d. Aquatic Invasive Species: Quagga and Zebra Mussels
- e. Monterey County Bill Track

ACTIONS:

- **RECEIVED REPORTS**
 - **TOOK A "SUPPORT" POSITION ON SB 659 (PADILLA) COMMUNITY REDEVELOPMENT (EXTENSION)**
 - **TOOK A "SUPPORT" POSITION ON SB 654 (STEINBERG) REDEVELOPMENT (HOUSING FUNDS)**
 - **TOOK A "SUPPORT" POSITION ON LEGISLATION TO BE INTRODUCED BY ASM. MONNING TO PROVIDE FOR THE EXTENSION OF THE FORA SUNSET DATE.**
 - **DIRECTED STAFF AND JEA & ASSOCIATES TO CONTINUE TO WORK ON POSSIBLE LEGISLATION TO ADDRESS INVASIVE AQUATIC SPECIES; AND TO WORK TO REVISE A DFG CODE SECTION IN ORDER TO PROVIDE LOCAL AGENCIES WITH ENFORCEMENT POWERS.**
8. Provide direction on meetings/topics for Sacramento lobbying trip on January 30, 2012.
ACTION: DIRECTED JEA & ASSOCIATES TO SCHEDULE MEETINGS ON JANUARY 30, 2012 IN SACRAMENTO WITH ASM. ALEJO, ASM. MONNING, SEN. CANNELLA, SEN. BLAKESLEE, SEN. ANNA CABALLERO, STAFF TO THE NEWLY FORMED SUBCOMMITTEE ON INVASIVE SPECIES, AND THE STATE WATER RESOURCES CONTROL BOARD. DISCUSSION TOPICS TO INCLUDE: NATIVIDAD MEDICAL CENTER; FORT ORD REUSE AUTHORITY EXTENSION; CARMEL LAGOON PROJECT GRANT; AB 900 JAIL CONSTRUCTION GRANT; INVASIVE AQUATIC SPECIES; AND REDEVELOPMENT.
9. Provide direction on meetings/topics for Washington D.C. lobbying visits during the NACo Legislative Conference, March 3-7, 2012.
ACTION: DIRECTED NOSSAMAN LLP TO SCHEDULE MEETINGS ON MARCH 7, 2012 IN WASHINGTON D.C. WITH REP. FARR, SEN. BOXER, SEN. FEINSTEIN, AND POSSIBLY CENTERS FOR MEDICAID AND MEDICARE SERVICES (CMS), AND OFFICE OF THE VICE PRESIDENT. POSSIBLE DISCUSSION TOPICS TO INCLUDE: NATIVIDAD MEDICAL CENTER; SILVER STAR PROGRAM, TIDBALL STORE, SPECTRUM LEGISLATION, VETERANS, CARMEL LAGOON PROJECT GRANT; INVASIVE AQUATIC SPECIES.
10. Other items & items for future agendas
ACTION: DIRECTED STAFF TO PREPARE A RESOLUTION FOR BOARD CONSIDERATION IN SUPPORT OF THE DESIGNATION OF U.S. BUREAU OF LAND MANAGEMENT (BLM) LANDS AT FORT ORD TO NATIONAL MONUMENT STATUS, TO BE PRESENTED TO KEN SALAZAR, SECRETARY OF THE INTERIOR.
11. Adjourn
THE MEETING ADJOURNED AT 9:30 A.M.



Legislation Details (With Text)

File #: 12-186 **Version:** 1 **Name:**

Type: General Agenda **Status:** Consent Agenda

File created: 4/17/2012 **In control:** Board of Supervisors

On agenda: 5/1/2012 **Final action:**

Title: Authorize the Auditor-Controller to amend the FY 2011-12 Office of Emergency Services CAO005 Budget to increase estimated revenue and appropriation in the amount of \$195,158 (4/5th vote required).

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Authorize the Auditor-Controller to amend the FY 2011-12 Office of Emergency Services CAO005 Budget to increase estimated revenue and appropriation in the amount of \$195,158 (4/5th vote required).

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Authorize the Auditor-Controller to amend the FY 2011-12 Office of Emergency Services CAO005 Budget to increase estimated revenue and appropriation in the amount of \$195,158 (4/5th vote required).

SUMMARY:

The Office of Emergency Services (OES) requests an increase in estimated revenue and appropriation in the amount of \$195,158 due to unanticipated expenditures and revenues from Homeland Security and Urban Area Security Initiative (UASI) grants.

DISCUSSION:

This amendment will provide adequate appropriations to cover increased costs associated with unanticipated UASI and Homeland Security Grant expenditures in FY 2011-12. Monterey County was included in the UASI footprint in FY2011-12 and eligible for grant appropriations that were not anticipated. Cumulative grant projects over the last 3 years were finally expended by Public Safety sub-recipients. These expenditures could not be predicted. These factors total an anticipated shortfall in appropriations of \$195,158 which will be reimbursed through Cal EMA Grant administration and the Bay Area UASI. This revenue was not included in the FY 2011-12 Budget. The Department is confident revenue in the amount of \$195,158 will be received prior to September 30, 2012.

OTHER AGENCY INVOLVEMENT:

Item was reviewed and approved by the Board of Supervisor’s Budget Committee on April 25, 2012.

FINANCING:

The increased estimated revenue and appropriation will not impact the OES General Fund Contribution.

Prepared by: _____ date: _____
 Sherrie Collins, Emergency Services Manager, x1901

Approved by: _____ date: _____
 Nick Chiulos, Intergovernmental and Legislative Affairs Director, x5145



Legislation Details (With Text)

File #: 12-198 **Version:** 1 **Name:** E9-1-1 Customer Premise Equipment (CPE) Using State 911 Telecommunications Funds.

Type: General Agenda **Status:** Consent Agenda

File created: 3/29/2012 **In control:** Board of Supervisors

On agenda: 5/1/2012 **Final action:**

Title: Authorize the Auditor-Controller to increase revenue by \$904,000 and appropriations by \$567,000 in the Department of Emergency Communications (EME001) for the purchase of E9-1-1 Customer Premise Equipment (CPE) using state 911 telecommunications funds (4/5th vote required).

Sponsors:

Indexes:

Code sections:

Attachments: [LetterFromStateConfirmingFunding2012.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Authorize the Auditor-Controller to increase revenue by \$904,000 and appropriations by \$567,000 in the Department of Emergency Communications (EME001) for the purchase of E9-1-1 Customer Premise Equipment (CPE) using state 911 telecommunications funds (4/5th vote required).

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Authorize the Auditor-Controller to increase revenue by \$904,000 and appropriations by \$567,000 in the Department of Emergency Communications (EME001) for the purchase of E9-1-1 Customer Premise Equipment (CPE) using state 911 telecommunications funds (4/5th vote required).

SUMMARY/DISCUSSION:

The State of California Technology Agency - Office of Public Safety Communications Services (OPSCS) collects a 9-1-1 surcharge on all telephone bills for the purpose of maintaining the 9-1-1 system delivery infrastructure and customer premise equipment (CPE) located at over 400 Public Safety Answering Points (PSAPs) throughout the state. Approximately every 5 years, a 911 center is authorized to replace their CPE using State 9-1-1 funds, as provided by OPSCS policy. Based on an analysis of emergency call traffic, the State has established an accrual rate for Monterey County of \$113,000 per year. The last time that the Monterey County CPE equipment was replaced was in 2004 during construction of the consolidated dispatch center in Salinas. As of 2012, the County's accrual totaled \$904,000. The Department of Emergency Communications (ECD) requests that the Board authorize the Auditor-Controller to increase revenue in the ECD budget by \$904,000 to permit the purchase and installation of equipment. While the Department will recover this full amount, an increase of only \$567,000 in appropriations is requested due to operational savings established in the Department during this fiscal year.

In addition to replacement of CPE equipment in the 911 Center, some Homeland Security Grant funding will be used to install equipment in the recently acquired Regional Mobile Command and Control Vehicle (MCCV),

which will serve as a back-up to the 9-1-1 System in the event of evacuation of Center personnel.

The State has implemented a Master Purchase Agreement (MPA) for agencies to use as a procurement vehicle. Using that MPA as a baseline, the Department of Emergency Communications (ECD) working with the Information Technology Department - Telecommunications Division (ITD) has completed an RFI process and selected Cassidian Communications to engineer, furnish, and install new CPE equipment for ECD. Significant administrative time was saved by using this existing agreement between the State and Cassidian Communications. The County will issue a Purchase Order using the State MPA and will be reimbursed by the state upon payment of invoices.

OTHER AGENCY INVOLVEMENT:

ITD participated in the vendor selection process, provides technical expertise on this equipment replacement project, and will provide Tier 1 maintenance and support of the new system. The Contracts / Purchasing Officer has approved the use of the State MPA and, therefore, separate approval for contractual activities is not required.

The OES, as grant administrator, and the Salinas City Fire Department - as the lead agency and grantee in the acquisition, operation and maintenance of the Regional MCCV and 9-1-1 equipment installed therein, have approved the technical specs and funding for the equipment and services to be provided under this agreement.

FINANCING:

Approval of this item will have no impact on the general fund. All costs for the E9-1-1 CPE will be reimbursed by the State and costs for the MCCV will be paid using Homeland Security Grant funds. Funds have been budgeted by ECD in the FY 2011-2012 budget for the costs of additional ITD staff to support the installation. Due to additional operational savings put into place during this fiscal year, the department does not need to increase appropriations for the total cost of the project but will receive the full revenue from the state. Based on the 911 service agreement between the County and agencies served by the Department of Emergency Communications, approximately 1/3 of the savings will be restored to the general fund. This was reflected in the year end forecast submitted to the County Administrative Office Budget and Analysis Division in March 2012.

DeAnna Hilbrants, Administrative Manager, Emergency Communications, 769-8883

Lynn Diebold, Director of Emergency Communications, 769-8880

Attachments:

Letter from State confirming funding

STATE OF CALIFORNIA

ARNOLD SCHWARZENEGGER, Governor

**OFFICE OF THE STATE CHIEF INFORMATION OFFICER**

Enterprise Services Office
Public Safety Communications Division
801 Sequoia Pacific Boulevard
Sacramento, CA 95811-0231
(916) 657-8903 FAX (916) 657-9259

April 9, 2012

Tracking Number: 13361

Lynn Diebold, Director
Monterey County Emergency
Communications Department
1322 Natividad Road
Salinas, CA 93906

Dear Ms. Diebold:

The California 9-1-1 Emergency Communications Division (CA 9-1-1 Division) has received your February 16, 2010 letter of intent to replace the 9-1-1 telephone system at your Public Safety Answering Point (PSAP). Acceptance of CPE Allotment funds from the CA 9-1-1 Division commits your agency to PSAP operations 24 hours a day, seven days a week, for a minimum of five years. If PSAP operations are not maintained at that level, the Monterey County Emergency Communications Department (MCECD) may become financially responsible for all subsequent CPE maintenance and 9-1-1 network service charges.

Our evaluation of recent 9-1-1 emergency call volume qualifies MCECD for an annual accrual rate of \$113,000. Based on the April 2004 acceptance date of your current 9-1-1 phone system, the amount of CPE Allotment funds accrued as of January 1, 2012 is \$904,000.00.

The CA 9-1-1 Division has implemented a non-mandatory Master Purchase Agreement (MPA) that enables participating vendors to invoice the CA 9-1-1 Division directly for the purchase of 9-1-1 systems and services. User instructions for the MPA are available at:
http://www.cta.ca.gov/PSCO/911/pdf/911_Systems_Services_User_Instructions_FINAL.pdf.

If final cost of CPE is less than your allotment total, the balance of funds may be used toward purchase of additional CA 9-1-1 Division approved equipment and services. All requests for CPE Allotment residual funds purchases must be received by December 31st of the year that new CPE is accepted. The CA 9-1-1 Division CPE Funding Policy and Funding Processes are detailed in the 9-1-1 Operations Manual - Chapter III; available on our website under the Publications Tab at:
<http://www.cio.ca.gov/PSCO/Services/911>.

Please contact me directly with any questions at kyle.peas@state.ca.gov or (916) 657-9145.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Pease', written over a white background.

KYLE S. PEASE, 9-1-1 Consultant
California 9-1-1 Emergency Communications Office

cc: DeAnna Hilbrants, Finance Administration - MCECD



Legislation Details (With Text)

File #: A 12-026 **Version:** 1 **Name:** American Appraisal PSA
Type: BoS Agreement **Status:** Consent Agenda
File created: 4/11/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**

Title: a. Authorize the Auditor-Controller or designee to sign a Professional Services Agreement (PSA) in the amount of \$31,500 with American Appraisal Associates, Inc. to inventory and reconcile the County's capital assets data and records
b. Approve a waiver of specific provisions of the County's standard PSA related to indemnity.

Sponsors:

Indexes:

Code sections:

Attachments: [AAA Agmt 2012.pdf](#)
[AAA Proposal 2012.pdf](#)
[Exhibit Insurance.pdf](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Title

- a. Authorize the Auditor-Controller or designee to sign a Professional Services Agreement (PSA) in the amount of \$31,500 with American Appraisal Associates, Inc. to inventory and reconcile the County's capital assets data and records
- b. Approve a waiver of specific provisions of the County's standard PSA related to indemnity.

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors approve and authorize the Auditor-Controller or designee to sign a Professional Services Agreement (PSA) in the amount of \$31,500 with American Appraisal Associates, Inc. to inventory and reconcile the County's capital assets data and records, and approve a waiver of specific provisions of the County's standard PSA related to indemnity.

SUMMARY:

The last physical inventory and reconciliation of the County's capital assets was performed in 2007. This agreement will allow the County to record capital asset transfers and deletions since the last physical inventory; reconcile the capital assets inventoried with the records maintained in the County's database; maintain proper accountability and stewardship of the County's assets; and comply with the reporting requirements of Generally Accepted Accounting Principles (GAAP).

A copy of the proposed PSA is on file with the Clerk to the Board. Differences from the standard PSA language relating to indemnification and the handling of records have been reviewed with the Department and are considered acceptable in light of the purpose and amount of the contract.

OTHER AGENCY INVOLVEMENT:

This PSA has been reviewed by County Counsel as to legal form, the Auditor-Controller as to financing terms,

and Purchasing for appropriate documentation.

FINANCING:

The cost of the recommended PSA is \$31,500. Appropriations of \$29,000 for this recommendation for Governmental Funds are included in Appropriation Unit AUD002 - Annual County Audit. Appropriations of \$2,500 for Parks Enterprise Fund are included in PAR004 - Lakes Enterprise. There is no additional cost to the County General Fund associated with this recommendation.

Prepared by: Jill Baucom, Auditor-Controller Analyst, 755-5284

Approved by: Michael J. Miller, Auditor-Controller, 755-5040

Attachments:

American Appraisal agreement

American Appraisal proposal

Certificate of Liability Insurance

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(NOT TO EXCEED \$100,000)

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

American Appraisal Associates, Inc., a Delaware corporation, with headquarters located at 411 E. Wisconsin Ave., Suite 1900, Milwaukee, WI 53202
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:

Provide appraisal and inventory services to the County of Monterey.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 31,500.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from April 1, 2012 to December 31, 2012, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

American Appraisal's proposal to provide services, dated March 19, 2012

Exhibit B - Modifications to Provisions, Additional Provisions

5. **PERFORMANCE STANDARDS.**

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

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

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR

shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

~~8. INDEMNIFICATION. 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. See Exhibit B~~

9. INSURANCE.

9.01. Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing 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.

Exemption/Modification (Justification attached; subject to 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.

Exemption/Modification (Justification attached; subject to 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.

Exemption/Modification (Justification attached; subject to 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.

Exemption/Modification (Justification attached; subject to approval).

9.04. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the

policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three 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. 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. See Additional Language in Exhibit B

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. See Exhibit B~~

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), 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. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

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

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

14. **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:
<p>MICHAEL J. MILLER, AUDITOR-CONTROLLER COUNTY OF MONTEREY</p> <hr/> <p style="text-align: center;">Name and Title</p> <p>168 W. ALISA ST, 3RD FLOOR SALINAS, CA 93901</p> <hr/> <p style="text-align: center;">Address</p> <p>831-755-5040</p> <hr/> <p style="text-align: center;">Phone</p>	<p style="text-align: center;">General Counsel</p> <hr/> <p style="text-align: center;">Name and Title</p> <p>American Appraisal Associates, Inc. 411 E Wisconsin, Ave., Ste. 1900 Milwaukee, WI 53202</p> <hr/> <p style="text-align: center;">Address</p> <p>+1 800 558 8650</p> <hr/> <p style="text-align: center;">Phone</p>

15. **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 professional 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.

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 Manager

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form¹

By: Kay Rerman
County Counsel

Date: 3/27/12

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 3/26/12

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

American Appraisal Associates, Inc.

Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-President)*

Mark J Bobber, Vice President
Name and Title

Date: 3-22-12

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

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.

¹Approval by County Counsel is required only if changes are made to the standard provisions of the PSA

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

Exhibit B – Modifications to Provisions, Additional Provisions

Paragraph 8

As Revised:

8. INDEMNIFICATION.

Indemnification for Professional Liability

For liability arising from professional and technical services provided under this agreement, CONTRACTOR shall indemnify, and hold harmless County, its governing board, directors, officers and employees from any loss, injury, damage, expense and liability to the extent arising out of the negligence of CONTRACTOR, its employees, sub-consultants or agents.

General Indemnification Provision

For any liability, other than arising out of professional and technical services,

CONTRACTOR shall indemnify, and hold harmless, County, its governing board, directors, officers, and employees from any loss, injury, damage, expense and liability resulting from injury to or death of any person and loss of or damage to property, or claim of such injury, death, loss or damage caused by an act or omission in the performance under this Agreement by CONTRACTOR, its employees, sub-consultants or agents, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of the County.

Paragraph 10.02

As Revised:

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, except that CONTRACTOR may keep one copy of the records for workfile retention purposes.

Paragraph 10.05

As Revised:

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce a complete copy of the report produced in the course of or under this

County of Monterey – Agreement for Professional Services

Agreement. CONTRACTOR shall not publish such material without prior written approval of County.

Additional Provisions:

Client of Record & Limited Reliance – Only the signed Client of Record may rely on American Appraisal’s report, and the County may not substitute this reliance for its own due diligence. The County may disclose a complete copy of our report to its auditor, tax, or legal advisors. However, no third party shall have the right of reliance on the report and neither receipt nor possession of the report by any third party shall create any express or implied third-party beneficiary rights.

Information Provided by the County – Other than a limited review for reasonableness, American Appraisal does not independently verify information provided by the County, its advisors, or third parties acting at the County’s direction, and the County acknowledges that American Appraisal will assume and rely on the accuracy and completeness of all such information.

Retention – All files, documents and work papers developed during the engagement will be retained for five years. During this retention period the County shall have full access to these documents, subject only to reasonable notification. If lawfully compelled to disclose any such documents, American Appraisal will provide the County with written notice so that the County may seek a protective remedy, if applicable. Work papers for engagements canceled or abandoned prior to producing a final report will be discarded.

Environmental Policy – American Appraisal will not investigate, nor assume any responsibility for, the existence or impact of any contamination or hazardous substance on any of the property or assets valued as part of this engagement.

Engagement Limits – American Appraisal’s report may only be used for the specific purpose and premise of value stated in this Agreement and the report, and may not be referenced in any SEC filing without American Appraisal’s prior written consent.



Leading / Thinking / Performing

March 19, 2012

Ms. Rupa Shah
Chief Deputy Auditor Controller
County of Monterey
168 West Alisal St.
3rd Floor
Salinas, CA 93901

Dear Ms. Shah:

American Appraisal Associates, Inc. is pleased to provide our proposal for professional valuation services to the County of Monterey (the "County"). This proposal is based on information provided by the County, our previous experience working with the County, and our vast experience with similar engagements.

PURPOSE OF THE ENGAGEMENT

It is American Appraisal's understanding that the County of Monterey requires an updated property record of moveable equipment as of June 30, 2012 that reflects all additions, disposals, and transfers since the performance of the last physical inventory that was performed in 2007. The proposed services exclude any equipment associated with Natividad Medical Center and equipment related to enterprise funds except for the Park resorts.

American Appraisal will provide an updated capital asset record to assist the County's need to: (a) achieve property accountability and stewardship of assets, (b) obtain a valuation of assets in compliance with the requirements of GAAP, GASB 34, and GAAFR, and (c) provide data whereby the County can monitor assets.

ENGAGEMENT SCOPE

The engagement will include a complete physical inventory and bar code tagging of the County's moveable equipment consistent with the County's \$5,000 capitalization threshold for financial reporting purposes. All other capital assets including land improvements, buildings, moveable equipment below the \$5,000 capitalization threshold, and infrastructure will be excluded from the physical inventory and tagging services. We understand that the moveable equipment assets to be inventoried/verified and bar code tagged are located at various locations throughout the county. The facilities comprise typical County occupancies as listed in Exhibit B, Schedule of Properties to be appraised. We will only visit sites where previously inventoried assets at the \$5000 threshold were identified. In addition, we will visit locations with new acquisitions meeting the \$5,000 threshold based on locational information provided by the County.



The following data will be recorded/verified/updated for each asset, as applicable:

- Asset location (site, building, floor, room)
- Department
- Asset Number
- Account (land, land improvements, buildings, equipment)
- Classification Code (data processing equipment, food service equipment, etc.)
- Description
- Manufacturer
- Model
- Serial Number (when readily available)
- Function Code

The following types of equipment will be excluded from American Appraisal's physical inventory and bar code tagging procedures but will be included in American Appraisal's appraisal report if the Client provides us with data regarding their existence and historical cost, prior to the completion of the field investigation: (We will work with the designated County personnel to obtain data in the following asset categories)

- Licensed Vehicles
- Mobile Grounds Equipment
- Telephone Systems
- Communication Equipment
- Computer Network Wiring and Equipment

The following types of equipment will be excluded from American Appraisal's physical inventory and bar code tagging procedures because of accounting, impairment, or ownership issues:

- Leased equipment under operating leases
- Equipment not-in-service or pending disposal
- Personal property of employees or others

American Appraisal will also update the assets in the following accounts: land, land improvements, and buildings based on information provided by the County for the fiscal year ending June 30, 2012. American Appraisal will not perform any detailed verification of these accounts but will rely on the information provided by designated County personnel.

The Client is responsible for identifying these assets upon the commencement of American Appraisal's field work.

It should be noted that the purpose of the engagement is to facilitate financial reporting, not to test property control procedures.



American Appraisal will not be responsible for moveable equipment not physically present or observed during American Appraisal's on-site field inspections.

We will work with the County during the engagement to further refine the scope of identified fixed assets to be included in the engagement, if applicable. Depending on the nature and extent of changes in the scope of the engagement we may need to revise our fee.

Appraisal Methodology and Definitions

The appraisal will represent the determination of moveable equipment additions' historical cost, useful life, year of acquisition, and the calculation of accumulated depreciation and current year depreciation based on information provided by the County for the fiscal year ending June 30, 2012. The determination of historical cost of the moveable equipment additions will be based on generally accepted appraisal methodologies including direct cost and normal cost approaches.

Direct Costing - Inventoried assets will match a historical cost record and will be recorded at that amount, if possible.

Normal Costing - When direct costing cannot be employed to apply historical cost, the cost is estimated based on a current Cost of Reproduction New indexed by a reciprocal factor of the price increase from the estimated date acquired to the appraisal date. GAAP states "... it may be impossible or time-consuming to reconstruct the actual cost of the property. GAAP states "fixed assets should be accounted for at cost or, if the cost is not practicably determinable at estimated cost." (Section 2.12 of HBJ MILLER Governmental GAAP Guide 1999).

Historical Cost- is defined by Generally Accepted Accounting Principles as the amount of cash, or its equivalent, paid to acquire an asset.

Cost of Reproduction New - The amount required to reproduce a duplicate or a replica of the entire property at one time in like kind and materials in accordance with current market prices for materials, labor, and manufactured equipment, contractors' overhead and profit, and fees, but without provision for overtime, bonuses for labor, or premiums for material or equipment. In insurance industry terminology, cost of reproduction new, as defined above, is synonymous with the insurance industry phrase, "replacement cost."

Depreciation will be calculated for assets in accordance with the County's financial capitalization threshold of \$5,000, unless otherwise confirmed with American Appraisal staff, in writing, depreciation will be based on the straight line method of depreciation and the utilization of the half year convention. Under the half-year convention, a half-year of depreciation is recognized in the year of addition and in the year of retirement of the asset.



FEE

The fee is \$31,500, including expenses, the fee breakdown is as follows:

▪ Inventory of Governmental Fund Assets	\$29,000
▪ Inventory of Enterprise Fund Assets (Lake San Antonio and Nacimiento)	\$ 2,500

We will invoice the fees as follows:

- \$ 9,450 upon authorization of the engagement
- Progress billing as time is charged and expenses are incurred

This fee includes issuing the deliverables below and responding to customary questions from the County and its auditor or advisors. Additional fee will be required for an increase in engagement scope or involvement in subsequent reviews beyond the customary work effort.

The County may cancel this engagement at any time and will only be obligated for fees and expenses incurred. Our fee is not contingent on our deliverable or any subsequent event related to it.

TIMING AND DELIVERABLES

This engagement will require cooperation, access, and timely receipt of requested information from management of the County. After this Agreement is signed and all requested information is received, American Appraisal will work closely with the County to establish project start, field work and report delivery schedules to meet your reporting requirements.

Report - American Appraisal will provide the Client with a Summary Appraisal Report, in accordance with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice ("USPAP"). The report will present only summary discussions of the data, reasoning, and analyses used in the appraisal process to develop American Appraisal's opinion of value. Supporting documentation concerning the data, reasoning, and analyses will be retained as a part of the work papers. American Appraisal is not responsible for unauthorized use of its report.

Fixed Assets Report (Accounting Subledger) - The Capital Assets Report will include all capital assets in accordance with the Client's financial capitalization threshold of \$5,000 and the related historical cost/estimated original cost, accumulated depreciation, and current depreciation data for financial reporting purposes. This information will be sorted and reported upon by account.



Asset Control Report - The Property Control Report will include all capital assets in accordance with the Client's property management and control threshold of \$5,000. This information will be sorted and reported upon by location.

Unrecorded Additions Report - The Unrecorded Additions Report will include moveable equipment assets inventoried and bar code tagged during field work, but not contained in the Client's existing records. American Appraisal assumes these items represent moveable equipment assets that were purchased since the last physical inventory.

Unrecorded Retirements Report - The Unrecorded Retirements Report will include moveable equipment assets contained in the Client's existing records, but not found during the field work. American Appraisal assumes these items represent moveable equipment assets that were retired since the last physical inventory. However, it should be noted that the items in the Unrecorded Retirements Report could also be included in the Unrecorded Additions Report if their bar code tag has been removed since the last physical inventory. It should be noted that the scope of American Appraisal's engagement does not include any reconciliation procedures.

Electronic Data File- We can provide the data in our standard excel format. Please note any additional customization beyond our normal export may require additional fee.

Only the signed Client of Record, the County, is the Intended User of, and may rely on, the report. The County may disclose a copy of the report to its auditor or advisors.

NEXT STEPS

~~We will require a fully-executed Letter of Engagement between American Appraisal and the client of record to begin work on our appraisal. Should the services as described in this proposal correctly reflect your understanding of the project, please contact Juan Iverson, at 310-598-4355 and we will issue a Letter of Engagement authorizing American Appraisal to proceed. This proposal is valid for 60 days from proposal date~~

Sincerely,

A handwritten signature in cursive script, appearing to read "Juan Iverson".

Juan Iverson
Managing Director & Assistant Vice President

EXHIBIT B – PROPERTY SCHEDULE

DEPT_CD	LOC_CD	LOC_NM	LOC_DSCR
7500	1020	Parks - Ducky Deli Community Park	Blohm Ave. and Carpenteria Road, Aromas, CA, 95005
6110	1100	Library - Big Sur (Modular)	Highway 1 Ripplewood Resort, Big Sur, CA, 93920
7500	1200	Parks - San Antonio Lake, NS (19 Building)	Star Route Box 2091, Bradley, CA, 93426
2810	1300	Parks - San Antonio Lake, SS (43 Buildings)	Star Route Box 2610 SS, Bradley, CA, 93426
7500	1300	Parks - San Antonio Lake, SS (43 Buildings)	Star Route Box 2610 SS, Bradley, CA, 93426
7500	1370	Parks - Lake SA & Nac. Radio Tower Site	Star Route Box 2771, Bradley, CA, 93426
3000	1400	Public Works - Facilities (CW and HF Lanes)	Carmel Woods and Hatton Fields, Carmel, CA, 93922
3000	1600	Public Works - Facilities (Carmel Park)	Paso Hondo and Carmel River, Carmel Valley, CA, 93924
3000	1700	Child & Family Resource Center	10601 McDougall Street, Castroville, CA, 95012
6110	1800	Library - Castroville w/ Dist. 2 Supervisor (New)	11140-11160 Speegle Street, Castroville, CA, 95012
3000	1810	Administration - RDA (Japanese School Site)	Geil Street and Pajaro Street, Castroville, CA, 95012
3000	1820	Public Works - Former Chualar Dump Site (10.8 ac.)	River Road, Chualar, CA, 93925
6110	2300	Library - Greenfield	315 El Camino Real, Greenfield, CA, 93927
3000	2310	Public Works - Greenfield Yard (Office)	41801 East Elm Avenue, Greenfield, CA, 93927
3000	2320	Public Works - Greenfield Yard (Shop & Storage)	41801 East Elm Avenue, Greenfield, CA, 93927
3000	2330	Public Works - Former Grmfl. Dump Site (10.6 ac.)	Arroyo Seco Road, Greenfield, CA, 93927
2810	2600	Parks - San Lorenzo Park (30 Buildings)	1160 Broadway, King City, CA, 93930
7500	2600	Parks - San Lorenzo Park (30 Buildings)	1160 Broadway, King City, CA, 93930

3000	2610	Superior Court - King City Courthouse	250 Franciscan Way, King City, CA, 93930
2810	2620	Agricultural Commissioner - King City Office	522 North Second Street, King City, CA, 93930
2810	2622	Agricultural Commissioner - King City Shop/Storage	522 North Second Street, King City, CA, 93930
3000	2624	Public Works - King City Yard (Office)	522 North Second Street, King City, CA, 93930
3000	2626	Public Works - King City Yard (Shop & Storage)	522 North Second Street, King City, CA, 93930
3000	2630	Public Works - Facilities (25 ac. leased to SVF)	625 Division Street, King City, CA, 93930
2300	2640	Sheriff - Gun Range (19 ac.)	Bitterwater Road, King City, CA, 93930
4000	3002	Behavioral Health - HMSA Tenant Improvement Project	298 12th Street, Marina, CA, 92920
3000	3005	Planning & Building Inspection - Modular Office	2620 First Avenue, Marina, CA, 93933
5010	3010	Social & Employment Services - w/PBI & Dist4 Sup.	2620 First Avenue, Marina, CA, 93933
1050	3015	Administration - FORA Prop. (Leased to Ord Mrkt.)	2700 Imjimm Road, Marina, CA, 93933
3000	3060	Superior Court - Marina Courthouse	3180 Del Monte Boulevard, Marina, CA, 93933
7500	3070	Parks - Western Hang Gliders site (5.6 ac.)	Dunes Drive, Marina, CA, 93933
4000	3100	Health - Monterey Courthouse Annex	1200 Aguajito Road, Monterey, CA, 93940
3000	3105	Superior Court - Monterey Courthouse	1200 Aguajito Road, Monterey, CA, 93940
3000	3110	Superior Court - Parking Structure	1200 Aguajito Road, Monterey, CA, 93940
7500	3120	Parks - Jack's Peak Park (10 Buildings)	25020 Jack Peaks Park Road, Monterey, CA, 93940
1930	3130	Information Technology - Huckleberry Hill (Tower)	4041 Sunset Lane, Monterey, CA, 93940
5010	4000	Social & Employment Services - FS	1 Medical Drive, Salinas, CA, 93906
1930	4010	Information Technology - Laguna Seca (Tower)	1025 Highway 68, Salinas, CA, 93908
7500	4015	Parks - Laguna Seca (43 Buildings)	1025 Highway 68, Salinas, CA, 93908
2270	4100	Public Defender	111 West Alisal Street, Modular # 4, Salinas, CA, 93901
3000	4110	Public Works - San Miguel Canyon Road Yard	1171 San Miguel Canyon Road, Salinas, CA, 93907
3000	4120	Vacant (Former GSD Printing/Mail Services)	1220 Natividad Road, Salinas, CA, 93906
4000	4130	Health - Administration/EMS	1270 Natividad Road, Salinas, CA, 93906
4000	4135	Health - Clinic	1270 Natividad Road, Salinas, CA, 93906

4000	4140	Health - Modular Office	1270 Natividad Road, Salinas, CA, 93906
1050	4150	Office of Emergency Services	1322 Natividad Road, Salinas, CA, 93906
1520	4150	Emergency Communications - 911	1322 Natividad Road, Salinas, CA, 93906
3000	4160	Public Works - Facilities (2.5 ac. leased to V.V.M.C.)	1326-1336 Natividad Road, Salinas, CA, 93906
2550	4205	Probation - Silver Star Program w/ RRC & NMC Storage	1330 Natividad Road, Building 700, Salinas, CA, 93906
1930	4210	Administration - Records Retention Center (RRC)	1330 Natividad Road, Building 740, Salinas, CA, 93906
1050	4235	Administration - Leadership Training Center	1330 Natividad Road, Building 840, Salinas, CA, 93906
3000	4300	Vacant (Former Juvenile Center)	1352 Natividad Road, Salinas, CA, 93906
2300	4350	Sheriff - Correctional Facility	1410 Natividad Road, Salinas, CA, 93906
2300	4355	Sheriff - New Jail	1410 Natividad Road, Salinas, CA, 93906
2300	4360	Sheriff - Adult Rehabilitation	1412 Natividad Road, Salinas, CA, 93906
2300	4365	Sheriff - Public Safety Building	1414 Natividad Road, Salinas, CA, 93906
2300	4370	Sheriff - Storage	1414 Natividad Road, Salinas, CA, 93906
3000	4380	Vacant (Old Jail)	142 West Alisal Street, Salinas, CA, 93906
2550	4400	Probation - Juvenile Center (Intake)	1420 Natividad Road, Salinas, CA, 93906
2550	4420	Probation - Juvenile Center, Wing D	1420 Natividad Road, Salinas, CA, 93906
2550	4430	Probation - Headquarters	1422 Natividad Road, Salinas, CA, 93906
2810	4450	Agricultural Commissioner - Administration	1428 Abbott Street, Salinas, CA, 93901
2810	4455	Agricultural Commissioner - Coop Extension	1432 Abbott Street, Salinas, CA, 93901
3000	4600	Public Works - Facilities (78 ac. leased to City)	1551 Beacon Hill Road, Salinas, CA, 93906
1930	4615	Information Technology - Moffett Street (Tower)	1590 Moffett Street, Salinas, CA, 93905
ALL	4610	Information Technology	1593 Moffett Street, Salinas, CA, 93905
4000	4630	Health - Animal Shelter (Land leased from City)	160 Hitchcock Road, Salinas, CA, 93908
1000	4640	Government Center	168 West Alisal Street, Salinas, CA, 93901
1050	4640	Government Center	168 West Alisal Street, Salinas, CA, 93901
1070	4640	Government Center	168 West Alisal Street, Salinas, CA, 93901
1080	4640	Government Center	168 West Alisal Street, Salinas, CA, 93901
1110	4640	Government Center	168 West Alisal Street, Salinas, CA, 93901
1170	4640	Government Center	168 West Alisal Street, Salinas, CA, 93901
1180	4640	Government Center	168 West Alisal Street, Salinas, CA, 93901

1210	4640	Government Center	168 West Alisal Street, Salinas, CA, 93901
1930	4640	Government Center	168 West Alisal Street, Salinas, CA, 93901
3000	4640	Government Center	168 West Alisal Street, Salinas, CA, 93901
1930	4645	Information Technology - Roof Top (Tower)	168 West Alisal Street, Salinas, CA, 93901
7500	4650	Parks - Manzanita Park (3 Buildings)	1700 Castroville Boulevard, Salinas, CA, 93901
3000	4671	Superior Court - Felony Courtrooms 1, 2 and 3	230 Church Street, Modular # 1, Salinas, CA, 93901
2240	4672	District Attorney - Administration	230 Church Street, Modular # 2, Salinas, CA, 93901
2240	4673	District Attorney - Offices w/ J.A. & Snack Bar	230 Church Street, Modular # 3, Salinas, CA, 93901
3000	4675	Superior Court - Misdemeanor Courtrooms 6 & 7	230 Church Street, Modular # 5, Salinas, CA, 93901
3000	4676	Administration - Government Center (Const. Office)	230 Church Street, Modular # 6, Salinas, CA, 93901
3000	4680	Superior Court - East Wing	240 Church Street, Salinas, CA, 93901
3000	4685	Superior Court - North Wing	240 Church Street, Salinas, CA, 93901
3000	4690	Superior Court - West Wing	240 Church Street, Salinas, CA, 93901
6110	4700	Library - Administration	26 Central Avenue, Salinas, CA, 93901
1050	4710	Administration - Contracts/Purchasing (Surplus)	312 East Alisal Street, Salinas, CA, 93901
3000	4730	Public Works - Facilities (Project Staging Area)	312 East Alisal Street, Salinas, CA, 93901
7500	4740	Parks - Toro Park (16 Buildings)	501 Monterey/Salinas Hwy 68, Salinas, CA, 93908
2550	4800	Probation - Rancho Cielo (100 ac. lease)	710 Old Stage Road, Salinas, CA, 93908
3000	4800	Rancho Cielo (100 ac. lease)	710 Old Stage Road, Salinas, CA, 93908
3000	4850	San Jerardo Water System	Calle El Rosario Sur APN 149-031-023
1930	4903	Information Technology - Tower & Equip. Bldg.	855 East Laurel Drive, Salinas, CA, 93905
3000	4905	Public Works - Facilities (Natividad Creek)	855 East Laurel Drive, Salinas, CA, 93905
3000	4910	Public Works - Facilities (Gabilan Creek)	855 East Laurel Drive, Salinas, CA, 93905
3000	4915	Public Works - Facilities (Grounds Greenhouse)	855 East Laurel Drive, Salinas, CA, 93905
3000	4920	Public Works - Facilities (Grounds Shop)	855 East Laurel Drive, Salinas, CA, 93905
3000	4922	Public Works - Facilities (Open Field Areas)	855 East Laurel Drive, Salinas, CA, 93905
3000	4925	Public Works - Facilities (Vietnam Vet Memorial)	855 East Laurel Drive, Salinas, CA, 93905

3000	4930	Public Works - Fleet Management (Fuel Garage)	855 East Laurel Drive, Salinas, CA, 93905
3000	4935	Public Works - Fleet Management (Fuel Island)	855 East Laurel Drive, Salinas, CA, 93905
3000	4940	Public Works - Fleet Management	855 East Laurel Drive, Building A, Salinas, CA, 93905
3000	4945	Public Works - Road Dist. & Traffic Maint.	855 East Laurel Drive, Building B, Salinas, CA, 93905
3000	4950	Public Works - Facilities/Mail Op & IT Print Serv.	855 East Laurel Drive, Building C, Salinas, CA, 93905
3000	4955	Public Works - Colocation with IT & WRA	855 East Laurel Drive, Building D, Salinas, CA, 93905
3000	4960	Public Works - Road Maintenance	855 East Laurel Drive, Building E, Salinas, CA, 93905
3000	4965	Public Works - Enviro. Serv. & Bridge Maint.	855 East Laurel Drive, Building F, Salinas, CA, 93905
7500	4970	Parks - Headquarters	855 East Laurel Drive, Building G, Salinas, CA, 93905
4000	4975	Health - Environmental Health & Primary Care	855 East Laurel Drive, Building H, Salinas, CA, 93905
9300	4980	WRA - 5.77 ac. Salinas River Diversion Facility	905 West Blanco Road, Salinas, CA, 93908
2550	5005	Probation - Youth Center	970 Circle Drive, Salinas, CA, 93905
2550	5010	Probation - Youth Center (School)	970 Circle Drive, Salinas, CA, 93905
3000	5220	Public Works - Facilities (leased to SUHSD)	Constitution Boulevard (Old County Farm), Salinas, CA, 93906
3000	5222	Public Works - Facilities (Open Field Area by OCF)	Constitution Boulevard, Salinas, CA, 93906
3000	5230	Public Works - Facilities (35 ac. leased to City)	East Laurel Drive and Constitution Blvd., Salinas, CA, 93906
3000	5232	Public Works - Facilities (Open Field Area by SSC)	East Laurel Drive and Constitution Blvd., Salinas, CA, 93906
2300	5240	Sheriff - Old County Cemetery (3.4 ac.)	East Laurel Drive and Natividad Road, Salinas, CA, 93906
1930	5250	Information Technology - Mt. Toro (Lower Tower)	Mt. Toro on Dorrance Ranches, Salinas, CA, 93908
1930	5255	Information Technology - Mt. Toro (Upper Tower)	Mt. Toro on Dorrance Ranches, Salinas, CA, 93908
3000	5260	Public Works - Facilities (Well on Posse Grounds)	Old Natividad Road, Salinas, CA, 93908

3000	5270	Administration - Government Center Parking	West Alisal Street and Cayuga Street, Salinas, CA, 93901
3000	5305	Public Works - San Ardo Yard	Jolon Road & Main Street, San Ardo, CA, 93450
5010	5605	Social & Employment Services - Seaside Dist. Offc.	1281 Broadway Avenue, Seaside, CA, 93955
4000	5610	Health - Broadway Health Center	1292 Olympia Avenue, Seaside, CA, 93955
2300	5905	Porter Vallejo Mansion	29 Bishop Street, Watsonville, CA, 95076
2550	5905	Porter Vallejo Mansion	29 Bishop Street, Watsonville, CA, 95076
3000	5905	Porter Vallejo Mansion	29 Bishop Street, Watsonville, CA, 95076
5010	5905	Porter Vallejo Mansion	29 Bishop Street, Watsonville, CA, 95076
6110	5905	Porter Vallejo Mansion	29 Bishop Street, Watsonville, CA, 95076
3000	5910	Pajaro Community Center	29-A Bishop Street, Watsonville, CA, 95076
3000	5915	Porter Vallejo Mansion (Water Tower)	29-A Bishop Street, Watsonville, CA, 95076
7500	5920	Parks - Royal Oaks Park (9 Buildings)	537 Maher Road, Watsonville, CA, 95076
3000	5930	RDA (1 ac. leased to SoCo Hsng.)	Kent Court and Rail Avenue, Watsonville, CA, 95076
3000	5950	RDA (4.9 acres Planned Park)	24 San Juan Road, Watsonville, CA, 95076
3000	5951	RDA (.9 acres to be leased to adjacent farmer)	24 San Juan Road, Watsonville, CA, 95076
3000	6100	Public Works - (County Service Areas)	PW-CSA, County Wide, CA,
3000	6300	Public Works - (Drainage Parcels)	PW-Drainage, County Wide, CA,
3000	6400	Public Works - (Road Widening Parcels)	PW-Road Wide, County Wide, CA,
3000	6500	Public Works - Facilities (Open Space/Green Belt)	PW-Open Spce, County Wide, CA,
3000	6600	Public Works - Facilities (Easements)	PW-Easements, County Wide, CA,
9300	6700	Water Recourses Agency (Flood Control Parcels)	WRA-Flood Ctrl, County Wide, CA,
6110	8020	Library - Aromas	387 Blohm Street, Aromas, CA, 95004
6110	8030	Library - Big Sur (Land Lease)	Highway 1 Ripplewood Resort, Big Sur, CA, 93920
6110	8040	Library - Bradley	Dixie Street, Bradley, CA, 93426
7500	8045	Parks - Communications Tower (Site)	Lake San Antonio/Nacimientto, Bradley, CA, 93426
2300	8050	Sheriff - Field Office, Carmel Valley	13 West Carmel Valley Road, Carmel Valley, CA, 93924
6110	8055	Library - Carmel Valley	65 West Carmel Valley Road, Carmel Valley, CA, 93924

2300	8060	Sheriff - Field Office, Chualar	24281 Washington Street, Chualar, CA, 93925
6110	8070	Library - Gonzales	851 Fifth Street, Suite V & W, Gonzales, CA, 93926
5010	8090	Social & Employment Services - Cal Works Benefits	116 & 118 Broadway Avenue, King City, CA, 93930
5010	8100	Social & Employment Services - CWES	200 Broadway, Suite 62, King City, CA, 93930
6110	8110	Library - King City	420 Broadway Avenue, King City, CA, 93930
4000	8130	Health - Clinic/Environmental Health/WIC	620 Broadway, Suites M-Q, King City, CA, 93930
4000	8140	Health - Behavioral Health (Martinez Hall)	220 Twelfth Street, Marina, CA, 93933
6110	8151	Library - Administration - Marina	188 Seaside Circle, Marina, CA, 93933
6110	8152	Library - Marina	190 Seaside Circle, Marina, CA, 93933
4000	8160	Health - Clinic, Marina	3155 De Forest Avenue, Marina, CA, 93933
4000	8200	Health - Behavioral Children's Services	2150 Garden Road, Suite B-1, Monterey, CA, 93940
1930	8210	Information Technology - Huckleberry Hill (Site)	4041 Sunset Lane, Monterey, CA, 93940
2300	8220	Sheriff - Communications Tower	El Camino Road - Radio Tower, Monterey, CA, 93940
6110	8300	Library - Prunedale	17822 Moro Road, Suite F, Prunedale, CA, 93905
5010	8420	Social & Employment Services - Quadrangle	1000 South Main Street, Salinas, CA, 93901
4000	8430	Health - Behavioral Health Partners	1000 South Main Street, Suites 105A-C, 210, & 311, Salinas, CA, 93901
5010	8440	Social & Employment Services - F & C S	1127 Baldwin Street, Salinas, CA, 93901
4000	8450	Health - Behavioral Health	115 Cayuga Street, Salinas, CA, 93901
3000	8460	Superior Court - Courtroom 11	118 West Gabilan Street, Salinas, CA, 93901
1110	8465	Administration - ERP	1260 S. Main Street, Salinas, CA, 93901
4000	8480	Health - Warehouse	1356 Dayton Street, Unit O, Salinas, CA, 93901
1410	8490	Elections	1370-B South Main Street, Salinas, CA, 93901
2240	8500	District Attorney - Investigations	140 West Gabilan Street, Salinas, CA, 93901
2300	8507	Sheriff Field Office - Castroville	10680 Merritt Street, Castroville, CA, 95012
4000	8510	Health - Clinic Services (151 Medical Records)	1441 Constitution Blvd., Bldg 151, Suite 15, Salinas, CA, 93906

4000	8520	Health - Clinic Services (151 Clinic)	1441 Constitution Blvd., Bldg 151, Suite 16, Salinas, CA, 93906
4000	8530	Health - Clinic Services (151 Offices)	1441 Constitution Blvd., Bldg 151, Suites 1-14, Salinas, CA, 93906
4000	8540	Health - Behavioral Health (Luna Program)	1441 Constitution Blvd., Bldg. 400, Suite 101, Salinas, CA, 93906
4000	8550	Health - Children's Medical Services (NMC)	1441 Constitution Blvd., Bldg. 400, Suite 200, Salinas, CA, 93906
4000	8560	Health - Behavioral Adult Services (NMC)	1441 Constitution Blvd., Bldg. 400, Suite 202, Salinas, CA, 93906
4000	8570	Health - Clinic Services (200 Clinic)	1441 Constitution Blvd., Bldg., 200, Suites 101-105, Salinas, CA, 93906
4000	8580	Health - Public Guardian	150 Cayuga Street, Suite 11,14, 15 & 17, Salinas, CA, 93901
4000	8590	Health - Behavioral Health (AD Program)	150 Cayuga Street, Suite 7, Salinas, CA, 93901
4000	8600	Health - Animal Control, Salinas	160 Hitchcock Road, Salinas, CA, 93901
1930	8610	Information Technology	1610 Moffett Street, Suite C, Salinas, CA, 93905
3000	8610	Information Technology	1610 Moffett Street, Suite C, Salinas, CA, 93905
4000	8620	Health - Clinic Services Administration	1615 Bunker Hill Road, Suite 100, Salinas, CA, 93907
2550	8630	Probation - Walker Building	16-20 West Gabilan Street, Salinas, CA, 93901
6110	8650	Library - Buena Vista	18250 Tara Drive, Salinas, CA, 93908
4000	8660	Health - Emergency Medical Services	19065 Portola Drive, Suite H, I, J & L, Salinas, CA, 93908
2550	8670	Probation - Central Office	236 Monterey Street, Salinas, CA, 93901
4000	8680	Health - Children's Medical Services	47 San Benancio Canyon Road, Salinas, CA, 93908
4000	8690	Health - Prenatal Services Program	559 East Alisal Street, Suite 106, Salinas, CA, 93901

4000	8700	Health - Alisal Clinic	559 East Alisal Street, Suite 200-203, Salinas, CA, 93901
4000	8710	Health - WIC, Salinas	632 East Alisal Street, Salinas, CA, 93905
5010	8720	Social & Employment Services - AS, HR & CWE	713 La Guardia Street, Salinas, CA, 93905
5010	8730	One Stop Career Center - Salinas	730 La Guardia Street, Salinas, CA, 93905
2250	8740	Child Support Services	752 La Guardia Street, Salinas, CA, 93905
5010	8750	Social & Employment Services - Warehouse	815 West Market Street, Salinas, CA, 93901
3000	8760	Superior Court - Warehouse	845 West Market Street, Unit R, Salinas, CA, 93901
9300	8770	Water Resources Agency - Salinas	893 Blanco Circle, Salinas, CA, 93901
4000	8780	Health - Children's Mental Health	951 Blanco Circle, Suite B, Salinas, CA, 93901
1050	8790	Administration - West Alisal Parking Lot	City Parking Lots 6 & 17, Salinas, CA, 93901
2550	8800	Probation - Walker Building (Parking Lot)	Lincoln and Central Avenue, Salinas, CA, 93901
1930	8810	Information Technology - Mt. Toro (Lower Site)	Mt. Toro on Dorrance Ranches, Salinas, CA, 93908
1930	8820	Information Technology - Mt. Toro (Upper Site)	Mt. Toro on Dorrance Ranches, Salinas, CA, 93908
6110	8830	Library - San Ardo	62350 College Street, San Ardo, CA, 93450
6110	8840	Library - San Lucas	54692 Teresa Street, San Lucas, CA, 93954
6110	8850	Library - Parkfield (Land Lease)	70643 Parkfield - Coalinga Road, San Miguel, CA, 93451
4000	8860	Health - Clinic, Seaside	1150 - 1154 Fremont Boulevard, Seaside, CA, 93955
4000	8870	Health - Clinic, Seaside (Parking Lot)	1168 Fremont Boulevard, Seaside, CA, 95055
5010	8880	Social & Employment Services - Family Services	1284 Broadway Avenue, Seaside, CA, 93955
5010	8890	One Stop Career Center - Seaside	1760 Fremont Boulevard D-2, Seaside, CA, 93955
4000	8900	Health - WIC, Seaside	1942 Fremont Boulevard, Seaside, CA, 93955
6110	8910	Library - Seaside	550 Harcourt Avenue, Seaside, CA, 93955
4000	8920	Health - WIC, Soledad	255 Soledad Street, Soledad, CA, 93960
6110	8930	Library - Soledad	401 Gabilan Drive, Soledad, CA, 93960
1000	8940	Administration - BOS, 3rd District	515 Monterey Street, Soledad, CA, 95060

2300	8950	Sheriff - Lewis Road Communications Tower (Site)	1705 Covenant Lane, Watsonville, CA, 95076
2810	8960	Agricultural Commissioner - Pajaro Office	417-A Salinas Road, Pajaro, CA, 95076
ALL	900A	Various Locations within the County	Vehicle or equip in different location for FA inventory purpose/no address for infrastructure/land
ALL	900B	Unknown Location	Vehicle or equip in different location for FA inventory purpose/no address for infrastructure/land
5010	900C	265 E Reservation	265 E Reservation, Marina, CA,
1050	900D	2354 Garden Rd	2354 Garden Rd, Monterey, CA,
3000	900D	2354 Garden Rd	2354 Garden Rd, Monterey, CA,
1520	900E	El Rancho De Los Laureles	El Rancho De Los Laureles, , CA,
2300	900E	El Rancho De Los Laureles	El Rancho De Los Laureles, , CA,
4000	900E	El Rancho De Los Laureles	El Rancho De Los Laureles, , CA,
3000	900F	Moss Landing Sanitation Dist-Potrero Rd	Portrero Rd, Moss Landing, CA,
4000	900G	622 E Alisal St	622 E Alisal St, Salinas, CA,
6110	900G	Library- Grant Employees	For payroll for employee hired thru state grant funds
3000	900H	CSA 175 - CHUALAR	CSA 175 - CHUALAR, Chualar, CA, 93925
3000	900I	136 A San Juan Rd	136 A San Juan Rd, Watsonville, CA,
5010	900I	136 A San Juan Rd	136 A San Juan Rd, Watsonville, CA,
5010	900J	OET	11445 Commercial Parkway, Castroville, CA, Virginia & El Rancho APN 261-092-018, Salinas, CA,
3000	900K	El Rancho Way Station	701 Ocean St., Room 210, Santa Cruz, CA,
1410	900L	Santa Cruz County Elections Department	95060 For Sales Tax Reporting Purpose
6110	900M	Bookmobile North County	Library Bookmobile - North County
6110	900N	Bookmobile South County	Library Bookmobile - South County

Client#: 7534

AAMAGRO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/02/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Security Insurance Svcs., Inc. CONTACT NAME: Debbie Bozich. INSURER(S) AFFORDING COVERAGE: Federal Insurance Company, Vigilant Insurance Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR NSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Supplemental Name ** (See Attached Descriptions)

CERTIFICATE HOLDER: County of Monterey. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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DESCRIPTIONS (Continued from Page 1)

American Appraisal Associates, Inc.

The County of Monterey, its officers, agents and employees are named as additional insureds under the commercial general liability (Form 80-02 2367-See Attached) and the automobile policy under (Form 16-02-0292-See Attached) only as respects to work performed by the named insured.

The coverage is primary and non contributory under the General Liability policy under (Form 80-02-2000-See Attached). A Waiver of Subrogation applies under the automobile policy under (form 16-02-0292-See Attached).

Liability Insurance

General Liability

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Liability Insurance

Endorsement

Policy Period AUGUST 31, 2011 TO AUGUST 31, 2012
Effective Date AUGUST 31, 2011
Policy Number 3531-01-73 MLW
Insured AA MANAGEMENT GROUP INC.

Name of Company FEDERAL INSURANCE COMPANY
Date Issued SEPTEMBER 9, 2011

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

*Owners, Lessees Or
Contractors*

Any person or organization designated below is an **insured**; but they are **insureds** only with respect to their liability as owner, lessee or contractor arising out of your ongoing operations performed for that **insured**.

Policy Number: 3531-01-73

Who Is An Insured

Owners, Lessees Or
Contractors
(continued)

Designated Owners, Lessees Or Contractors

AS PERTAINING TO CERTIFICATES OF INSURANCE REPORTED
AND ON FILE WITH COMPANY
AS RESPECTS TO LIABILITY ARISING OUT OF CONTRACTED
APPRAISAL SERVICES OF THE NAMED INSURED.

All other terms and conditions remain unchanged.

Authorized Representative



Reference Copy

3

Conditions

Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)

- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

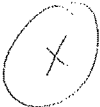
A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.



Primary Insurance

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;
- B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
- C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);

Conditions

(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.



General Liability

Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Conditions; and Definitions, as well as the Declarations, Common Policy Conditions and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Coverages

Bodily Injury And Property Damage Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Advertising Injury And Personal Injury Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **advertising injury** or **personal injury** to which this coverage applies.

This coverage applies only to such **advertising injury** or **personal injury** caused by an offense that is first committed during the policy period.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. - CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
(a) That is a partnership, joint venture or limited liability company;
(b) That is an "insured" under any other automobile policy;
(c) That has exhausted its Limit of Insurance under any other policy; or
(d) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
(1) The agreement requires you to provide direct primary insurance for the lessor; and
(2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
1. You;
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.



D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

- 1. The amount paid under the Physical Damage Coverage Section of the policy; and
- 2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

- 1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

- 1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
- 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
- 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph B.4. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above, or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

\$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- c. An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE
Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

- 1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- 2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of

SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:

- (1) You or your authorized representative, if you are an individual;
- (2) A partner, or any authorized representative, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The insured's name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US OF SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- 5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.



Legislation Details (With Text)

File #: RES 12-0035 **Version:** 1 **Name:** 2012 Economic Development Conflict of Interest Code

Type: BoS Resolution **Status:** Consent Agenda

File created: 4/19/2012 **In control:** Board of Supervisors

On agenda: 5/1/2012 **Final action:**

Title: Adopt Resolution to approve the Conflict of Interest Code of the Economic Development Department of the County of Monterey

Sponsors: Jim Cook

Indexes:

Code sections:

Attachments: [Conflict of Interest Code DRAFT Resolution](#)
[Conflict of Interest Code Attachment](#)

Date	Ver.	Action By	Action	Result
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Title

Adopt Resolution to approve the Conflict of Interest Code of the Economic Development Department of the County of Monterey

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors:
As the code reviewing body, adopt a resolution to approve the conflict of interest code of the Economic Development Department (Attachment A)

SUMMARY:

In late 2011, the Board of Supervisors created a new Economic Development Department which consolidated the Redevelopment and Housing Office with the Workforce Investment Board and added certain functions related to economic development activities that were previously being undertaken by the Department of Intergovernmental Affairs. Pursuant to Government Code sections 87300 and 87303, each local agency must adopt a conflict of interest code which must be approved by the code reviewing body. The County has chosen to have each of its departments adopt a code which is then approved by the Board of Supervisors as the code reviewing body. Accordingly, as a new County department, the Economic Department has adopted the attached conflict of interest code and submits it to the Board of Supervisors for approval.

DISCUSSION:

The proposed code for the newly created Economic Development Department is lawful under the Political Reform Act of 1974. The proposed conflict of interest code for the Economic Development Department designates positions which are subject to the code and specifies the required level of disclosure for designated positions. It should be noted that the Economic Development Department is a County Department and positions labeled as "Redevelopment and Housing" remain even though the Redevelopment Agency of the County of Monterey was dissolved on February 1, 2012 pursuant to ABx1 26. It is anticipated that these positions may be renamed in the future, at which time an amendment to this code will be prepared.

Pursuant to Sections 82011 and 87303 of the Government Code, the Board of Supervisors is the code reviewing body and 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.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the proposed code as to form.

FINANCING:

There is no fiscal impact upon the County of Monterey as a result of the proposed code.

Prepared by: Marti Noel, Assistant Director, Ext. 5394

Approved by: Jim Cook, Director, Ext. 5384

Attachments:

Proposed Resolution with attached Conflict of Interest Code of the Economic Development Department

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

Adopt Resolution approving the adopted Conflict of Interest Code of the Economic Development Department.

WHEREAS, pursuant to Government Code sections 87300 and 87301, the Economic Development Department of the County of Monterey has adopted a conflict of interest code;

WHEREAS, pursuant to Sections 82011 and 87303 of the Government Code, the Economic Development Department has submitted its adopted code to the Monterey County Board of Supervisors, the code reviewing body, for approval;

WHEREAS, the adopted conflict of interest code of the Economic Development 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 adopted is lawful under the Political Reform Act of 1974;

NOW THEREFORE, BE IT RESOLVED THAT, the Board of Supervisors does hereby approve the adopted conflict of interest code of the Economic Development Department, attached hereto as Attachment 1, and direct the Clerk of the Board of Supervisors to notify the Economic Development Department of the approval.

PASSED AND ADOPTED this 1st day of May, 2012, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Dated:

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____

**CONFLICT OF INTEREST CODE
OF THE
ECONOMIC DEVELOPMENT DEPARTMENT
COUNTY OF MONTEREY**

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 Economic Development Department (hereafter "Agency").

Individuals holding designated positions shall file their statement of economic interests with the Economic Development Department, which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008. Upon receipt of the statement for the Economic Development 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 Agency.

Attachments: Appendix A: Designated Positions
Appendix B: Disclosure Categories

Approved: May 1, 2012

APPENDIX A: DESIGNATED POSITIONS

<u>Designated Positions:</u>	<u>Assigned Disclosure Category</u>
Economic Development Director	1
Workforce Investment Board Executive Director	1
Assistant Director of Redevelopment & Housing	1
Civil Engineer	1
Housing Program Manager	1
Management Analyst I	1
Management Analyst II	1
Management Analyst III	1
Redevelopment & Housing Project Analyst I	1
Redevelopment & Housing Project Analyst II	1
Redevelopment & Housing Project Analyst III	1
Administrative Services Assistant	1
Consultant ¹	1
<u>Boards and Committees:</u>	
Member, Housing Advisory Committee	1
Member, Economic Development Committee	1
Member, Workforce Investment Board	1
Member, Workforce Investment Board Youth Council	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 2 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 participates 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 Economic Development Department shall be subject to disclosure under Category 1, subject to the following limitation:

The Economic Development 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 Economic Development 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 Economic Development 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 Agency.

For purposes of this Conflict of Interest Code, the jurisdiction of the Economic Development Department of the County of Monterey.

Category 1

A designated position in this category must report all investments, business positions, interests in real property, and sources of income, including gifts, loans, and travel payments.



Legislation Details (With Text)

File #: 12-184 **Version:** 1 **Name:** SEIU 521 Shift Differential Educational Leave Floating Holiday
Type: General Agenda **Status:** Consent Agenda
File created: 4/17/2012 **In control:** Human Resources
On agenda: 5/1/2012 **Final action:**

Title: a. Approve the Side Letter Agreement between the County of Monterey and SEIU Local 521, Unit J regarding Shift Differential;
b. Approve the Side Letter Agreement between the County of Monterey and SEIU Local 521, Unit H regarding Educational Leave; and
c. Approve the Side Letter Agreement between the County of Monterey and SEIU Local 521, Unit J regarding Floating Holiday.

Sponsors:

Indexes:

Code sections:

Attachments: [Side Letter Agreement regarding Shift Differential.pdf](#)
[Side Letter Agreement regarding Educational Leave Hours.pdf](#)
[Side Letter Agreement regarding Floating Holiday.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

a. Approve the Side Letter Agreement between the County of Monterey and SEIU Local 521, Unit J regarding Shift Differential;
b. Approve the Side Letter Agreement between the County of Monterey and SEIU Local 521, Unit H regarding Educational Leave; and
c. Approve the Side Letter Agreement between the County of Monterey and SEIU Local 521, Unit J regarding Floating Holiday.

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve the Side Letter Agreement between the County of Monterey and SEIU Local 521, Unit J regarding Shift Differential;
b. Approve the Side Letter Agreement between the County of Monterey and SEIU Local 521, Unit H regarding Educational Leave; and
c. Approve the Side Letter Agreement between the County of Monterey and SEIU Local 521, Unit J regarding Floating Holiday.

SUMMARY/DISCUSSION:

In accordance with California Code of Regulations Section Title 22, Skilled Nursing Facilities are required to have Nursing Assistants who maintain a valid certification issued by the State of California Department of Health & Human Services. All Nursing Assistants at NMC were given twenty-four (24) hours of Educational Leave to be used for maintaining a Nursing Assistants Certification in order to fulfill the requirement under

California Code of Regulations Section Title 22.

The Skilled Nursing Department at Natividad Medical Center (NMC) closed in 2006. Therefore, the requirement that all Nursing Assistants have a valid certification under California Code of Regulations Section Title 22 no longer applied. In September 2011, all Nursing Assistants assigned to Natividad Medical Center were notified that the twenty-four (24) Educational Leave hours received on an annual basis would cease.

In October 2011, SEIU Local 521 filed a grievance with Natividad Medical Center regarding the discontinuation of Educational Leave hours previously provided to Nursing Assistants. Through discussions with Nursing Assistant staff and representatives from SEIU Local 521, the County determined that a Nursing Assistant with a certification, although no longer required, provides a benefit to NMC. The County will continue to provide twenty-four (24) Educational Leave hours to those Nursing Assistants who will obtain or maintain their license each year. NMC Human Resources Department will verify licenses in January of each year, and will notify the Auditor Controller's office which employees in this classification should be awarded the twenty four (24) hours of Educational Leave. NMC is requesting the Board of Supervisors approve the attached side letter agreement regarding Educational Leave.

In the SEIU Local 521-Unit J MOU, there was a technical error where a portion of the Shift Differential language was inadvertently removed. As a result, SEIU Local 521 and the County of Monterey met and agreed to a corrective side letter where the language is put back in the MOU. It is recommended that the Board of Supervisors approve the Side Letter Agreement between the County of Monterey and SEIU Local 521.

In the SEIU Local 521-Unit J MOU, there was a technical error in the example used to calculate a pro-rated Floating Holiday. SEIU Local 521 and the County of Monterey met and agreed to a corrective side letter where the example is corrected and reflects the accurate formula. It is recommended that the Board of Supervisors approve the Side Letter Agreement between the County of Monterey and SEIU Local 521.

OTHER AGENCY INVOLVEMENT:

SEIU, Local 521 (Units H and J) members, SEIU staff, and NMC staff contributed to the development of the Side Letter Agreements where applicable.

FINANCING:

The Side Letter Agreement regarding the Educational Leave could result in a cost savings to NMC since the twenty four (24) Educational Leave hours will only be awarded to those Nursing Assistants who maintain the Nursing Assistant Certification whereas in the past, all Nursing Assistants received the leave hours. The Side Letter Agreement regarding Shift Differential section will be cost neutral.

Prepared by:

Brette Neal, Senior Personnel Analyst

Approved by:

Izetta Birch
Executive Management Specialist, Interim Human Resources Director

Attachments:

Side Letter Agreement regarding Shift Differential
Side Letter Agreement regarding Educational Leave Hours
Side Letter Agreement regarding Floating Holiday

cc: Jay Donato, SEIU Local 521
Joel Hill, SEIU Local 521
Harry Weis, CEO Natividad Medical Center

Side Letter Agreement
Between
County of Monterey and SEIU Local 521, Unit J
Regarding Shift Differential

The County of Monterey and SEIU Local 521, Unit J, having met and conferred on the issue of Shift Differential, agree to the modification of Unit J Memorandum of Understanding to modify the provision of Shift Differential as follows:

SECTION 11 SPECIAL PAY PRACTICES

11.1 Shift Differential

Employees in all bargaining unit classes ~~A shift differential of one dollar and fifty five cents (\$1.55) per hour shall be paid to all represented as part of their regular shift, work at least four (4) hours who are assigned to and work eight (8) hours or more after between 7:00 a.m. 2:31 p.m. and whose shift starts after 12:31 p.m.~~ 7:59 a.m. shall be eligible for shift differential pay.

An employee who is called back to work a partial shift for an employee who is regularly assigned to a shift which is eligible for shift differential pay shall be eligible for shift differential pay for hours worked between five (5) p.m. and eight (8) a.m.

Employees eligible for shift differential shall be paid one dollar fifty-five cents (\$1.55) per hour for hours actually worked during times designated herein.

NMC Only

A shift differential of one dollar and fifty-five cents (\$1.55) per hour shall be paid to all represented employees who, as part of their regular shift, work at least four (4) hours between 3:00 p.m. and 6:59 a.m., and whose shift starts after 12:31 p.m.

An employee interested in a change of shift assignment may file a written request for said change with the department. When making shift assignments, management's primary considerations shall be employee written requests and length of service with the department. If management determines that special skills and/or experience are required, said needs will be made known to the employees in the affected classes within the department and these shifts will be assigned based on the request(s) and/or length of service of those employees who meet the special skill and/or experience requirements.

Determination of need and assessment of special skills will be at the sole discretion of the departments.

This agreement is subject to the final approval by the Monterey County Board of Supervisors and SEIU governing board. This agreement shall be effective July 1, 2011 through June 30, 2013.

The terms described herein constitute the complete and entire agreement between the parties.

s/Brette Neal
County of Monterey

April 5, 2012
Date

s/Jay Donato
SEIU Local 521

April 5, 2012
Date

Side Letter Agreement
Between
County of Monterey and SEIU Local 521 Unit H
Regarding Educational Leave

In full and final settlement of the grievance dated October 6, 2011 filed by SEIU Local 521, the County of Monterey and SEIU Local 521 Unit H, having met and conferred on the issue of Educational Pay, agree to the modification of the Unit H Memorandum of Understanding to modify the provision of Educational Leave as follows:

SECTION 32 EDUCATIONAL LEAVE

A. Unit employees shall be granted paid leave for educational purposes on a calendar year basis with administrative approval.

All bargaining unit employees shall be granted one (1) day of educational leave for every five (5) continuing education units (CEU's) or in-service hours required by their license and/or certification per year, up to a maximum of five (5) days. Where the licensing or certification board offers several options for pursuing license renewal, the employee will need to provide evidence that they are attending additional courses in lieu of other possible methods of renewal. The Appointing Authority must approve the method of renewal.

Example: If a classification requires 30 hours of CEUs for their license to be renewed and a license requires a renewal every 2 years, the employee will receive 3 days of Education Leave per year. (30 CEU's/2 years =15 CEU's per year, 15 CEU's/5 =3 days of Educational Leave per year.)

Employees hired or promoted into a unit job class shall, on the first pay period concurrent with or following their date of hire, be credited a pro rata amount, to the nearest full hour, of educational leave based on the number of pay periods remaining in the calendar year.

No less than eight (8) hours shall be credited.

Part-time employees shall accrue educational leave on a pro rata basis per hours paid in the ratio those hours bare to full time employment of eighty (80) hours.

Educational leave not used during any year may not be used during the following year.

Employees shall not be paid for unused educational leave.

NMC Only

Nursing Assistants who obtain and/or maintain a Certification issued by the California Board of Nursing will receive up to three days of education pay, in accordance with the formula above. In January of each year, an employee will be required to provide the NMC Human Resources Department a copy of their certification, which will be verified. Upon verification, the NMC Human Resources Department will approve up to 24 hours of education time to be added to their education bank. Nursing Assistants who do not possess a certificate or allow their certificate to lapse will not receive any education hours.

B. Educational Assistance

Employees shall be eligible for the Educational Assistance Program as provided in the Personnel Policies and Practices Resolution #98-394. Funding levels for this Countywide program shall be set by the Board of Supervisors by adoption of the County's annual budget.

C. Compensated Voluntary Training Program

Employees shall be eligible for the Compensated Voluntary Training Program as provided in the Personnel Policies and Practices Resolution #98-394.

This agreement is subject to the final approval by the Monterey County Board of Supervisors and SEIU governing board. This agreement shall be effective July 1, 2011 through June 30, 2013.

The terms described herein constitute the complete and entire agreement between the parties. The grievance (#67747) filed by SEIU Local 521 is hereby settled in full and the SEIU hereby releases the County of Monterey from any further claims, known or unknown, related to this grievance.

s/Janine Bouyea
s/Brette Neal

March 27, 2012
March 27, 2012

County of Monterey

Date

s/Frank Garden
s/Bryce Stoepfel

March 27, 2012
March 27, 2012

SEIU Local 521

Date



Legislation Details (With Text)

File #: 12-205 **Version:** 2 **Name:** Fish & Game (4) Grants FY 2011-12
Type: General Agenda **Status:** Consent Agenda
File created: 4/20/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**
Title: a. Accept the recommendation of the Monterey County Fish and Game Commission to award four (4) funding grants; and
b. Approve the distribution of Fish and Game grant funds in the amount of \$11,738 for specified grant projects for Fiscal Year 2011-2012.

Sponsors:

Indexes:

Code sections:

Attachments: [Relevant discussion portion of Draft minutes from Fish and Game Meeting of april 10, 2012](#)

Date	Ver.	Action By	Action	Result
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Title

a. Accept the recommendation of the Monterey County Fish and Game Commission to award four (4) funding grants; and
b. Approve the distribution of Fish and Game grant funds in the amount of \$11,738 for specified grant projects for Fiscal Year 2011-2012.

Body

RECOMMENDATION

It is recommended that the Board of Supervisors:

- a. Accept the recommendation of the Monterey County Fish and Game Commission to award four (4) funding grants; and
- b. Approve the distribution of Fish and Game grant funds in the amount of \$11,738 for the following specified grant projects for Fiscal Year 2011 - 2012:

South Monterey County Sportsmen Association	\$3,000
Monterey Bay Youth Outdoor Day	\$2,000
Hunter Safety	\$1,738
Ventana Wildlife Society	\$5,000

SUMMARY/DISCUSSION

The Monterey County Fish and Game Commission is recommending that the Board of Supervisors approve four (4) additional Fish and Game Grant projects for Fiscal Year 2011 - 2012. This action is consistent with Board Resolution 81-239, which states that all expenditures using County Fish and Game funds must be approved by the Board of Supervisors.

The four grant applications were legally placed on the Monterey County Fish and Game Commission's agenda for review on April 10, 2012. These four grant applications and recommendations are in addition to those submitted to the Board of Supervisors for approval on March 13, 2012. All grant projects were reviewed for consistency with California State Fish and Game Code criteria. A copy of the relevant portion of the draft minutes from the April 10, 2012 meeting is attached hereto regarding the presentations and discussions on the applications. Each applicant has agreed to the terms and conditions of the grant agreement for use of Fish and Game propagation funds. By majority vote, the Commission recommended that the Board of Supervisors approve the following grants in the amounts shown below:

1. South Monterey County Sportsmen Association - \$3,000
Project: Fish Derby for Kids

2. Monterey Bay Youth Outdoor Day - \$2,000
Project: Educational Booths and Prizes

3. Hunter Safety Course- \$1,738
Project: Hunter Education Instruction Support Equipment

4. Ventana Wildlife Society - \$5,000
Project: Purchase of non-lead ammunition for distribution through lottery

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the recommendation and approves it as to form and legality.

FINANCING

Sufficient funds are available in the Fiscal Year 2011 -12 budget, Appropriation PAR002 Park Unit 8155 to award these four grants as recommended by the Commission. There is no adverse impact to General Fund Contribution as a result of this action.

Prepared by:

Approved by:

David Lutes 831-755-4911
Parks Planning Manager

John J. Pinio 831-755-4895
Chief Ranger/Parks Director

Date: _____

Date: _____

Attachments: Relevant discussion portion of Draft minutes from Fish and Game Meeting of April 10, 2012

Monterey County Fish and Game Advisory Commission
Minutes of 4/10/2012
DRAFT

Location: Salinas Elks Lodge
1255 De La Torre St.
Salinas, CA

1. Call to Order

Chairman Al Espindola called the meeting to order at 7:00 PM.

2. Roll Call

District I (Supvr. Armenta)
Al Espindola (chairman)
Rich Hughett
Charlie Nelsen

District IV (Supvr. Jane Parker)
Mike Hosfelt
Charlie Collins
Nick Brockman

District II (Supvr. Calcagno)
Frank Gomes, Jr. (*Vice Chair*)
Richard Medley
John Sargenti

District V (Supvr. Potter)
Kevin Kreyenhagen
Vacant
Chris Cullen

District III (Supvr. Salinas)
Vic Lanini (*Secretary*)
Bob Monares
Vacant

Guests

David Lutes (*Monterey County Parks Department*)
Joe Burnett, (*Ventana Wildlife Society*)
Elyse Destout, (*Monterey Bay Youth Outdoor Day*)
Kevan Urquhart(*Hunter Safety*)
Leno Morinni, (*So Mo Co Sportmens Assn*)
Barbara Nelsen, Prunedale

Chairman Espindola asked for a moment of silence in honor of John Pack a long time commissioner who recently passed away.

The new commissioner Appointed for Dist 4, Nick Brockman was introduced.

8. Grant Applications (subject to approval by BOS):

So Mo Co Sportmens Assn - Leno Morinni
Requesting \$3,000.00

Fishing Derby on Fathers Day if they can get a permit. It was agreed that we would conditionally approve this grant, subject to whether they received a permit. Moved by Charlie Nelsen, Seconded by Richard Hughett, and passed.

Mo Bay Youth Outdoor Day - Elyse Destout

Requesting \$2,000.00

Youth Outdoor Day involving a variety of activities relating to outdoor activities. Well attended last year and a worthwhile project. They had about 500 Mo Co participants last year. It was moved by Rich Medley, seconded by Charlie Nelson to fund, voted and passed.

Hunter Safety - Kevan Urquhart

Requesting \$1,738.00

There is a need for this equipment to keep his Hunter Safety Course cost effective to his students. He also uses it to teach Boy Scout hunting and gun safety. It was pointed out to Kevan that he needed to fill out his request on the proper forms. Conditionally approved subject to completion of appropriate documentation. Moved by Kevin Kreyenhagen, Seconded by Chris Cullen, voted upon and passed to fund.

Ventana Wildlife Society - Joe Burnett

Requesting \$5,000.00

Grant requested to fund purchase of non-lead ammunition to be distributed to hunters in the Condor range through a lottery program. Previously granted \$40,000; additional funds requested to facilitate continuation of program after unexpected success of the initial distribution. It was moved by Richard Medley, seconded by Bob Monares, voted upon as passed to fund.

10. Adjournment and Next Meeting

The meeting was adjourned at 9:50 pm.

It was agreed that we will meet for our next meeting at the Salinas Elks Lodge on June 12th, with Vic Lanini making the arrangements and meal selection.

Respectfully Submitted by, Vic Lanini, Secretary



Legislation Details (With Text)

File #: 12-149 **Version:** 1 **Name:** Hyland Drive/El Rancho Way Street Improvement
Type: General Agenda **Status:** Consent Agenda
File created: 4/10/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**
Title: a. Authorize acceptance of the work for the Hyland Drive/El Rancho Way Street Improvement Project in the community of Boronda;
b. Authorize the Director of Economic Development to execute and record the Notice of Completion; and
c. Authorize the release of retention 35 days following the filing of the Notice of Completion and upon approval of the Director of Economic Development.
Sponsors: Jim Cook
Indexes:
Code sections:
Attachments: [Hyland-El Rancho Project - Relief of Maintenance letter](#)
[Hyland-El Rancho Project - Notice of Completion](#)

Date	Ver.	Action By	Action	Result
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Title
a. Authorize acceptance of the work for the Hyland Drive/El Rancho Way Street Improvement Project in the community of Boronda;
b. Authorize the Director of Economic Development to execute and record the Notice of Completion; and
c. Authorize the release of retention 35 days following the filing of the Notice of Completion and upon approval of the Director of Economic Development.

Body
RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize acceptance of the work for the Hyland Drive/El Rancho Way Street Improvement Project in the community of Boronda;
b. Authorize the Director of Economic Development to execute and record the Notice of Completion; and
c. Authorize the release of retention 35 days following the filing of the Notice of Completion and upon approval of the Director of Economic Development.

SUMMARY:
The recommended actions are necessary to complete the contractual process related to construction of the Hyland Drive/El Rancho Way Street Improvement Project in the community of Boronda.

DISCUSSION:
On March 29, 2011 the Board of Supervisors awarded a contract to Monterey Peninsula Engineering, Inc. for construction of the Hyland Drive/El Rancho Way Street Improvement Project in the community of Boronda. The Project Manager and the Public Works Department have determined that the work has been satisfactorily completed, and have recommended that a Notice of Completion be recorded.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the Notice of Completion as to form. The Public Works Department completed the project design, participated in construction oversight, performed the final inspection of the project, and in accordance with Funding Agreement No. 10489 approved by the Board of Supervisors on June 20, 2006 and as subsequently amended, accepted the completed project for operation and maintenance on April 3, 2012.

FINANCING:

The final cost of the construction contract, including all contract change orders, was \$1,519,922. The June 20, 2006 Funding Agreement established the overall project budget, including all architectural design, utility connections, construction contract, project management, inspection, architectural design support, and staff administration, of \$1,900,000, with a term to expire December 31, 2008. On January 11, 2011 the Board approved an Amendment to the Funding Agreement establishing an authorized total project budget of \$3,190,127 and a completion date no later than June 30, 2013. Final project costs are currently projected to be \$2,824,686, with a final project close-out date of July 31, 2012. The project was funded entirely with Redevelopment Agency tax increment funds. The revenue and related expenditure transactions for this project are reflected in Fund 172 Budget Unit 8209 (Boronda Redevelopment Project Area). There has been no impact on the General Fund.

Prepared by: Nick Nichols, Civil Engineer, 755-5386

Approved by: Jim Cook, Director of Economic Development, 755-5390

Attachments:

Relief of Maintenance Letter

Notice of Completion

MONTEREY COUNTY

ECONOMIC DEVELOPMENT DEPARTMENT




Jim Cook
Director of Economic Development

168 West Alisal Street, 3rd Floor
Salinas, CA 93901
(831) 755-5390
Fax: (831)755-5398
www.co.monterey.ca.us

MEMORANDUM

TO: Monterey Peninsula Engineering, Inc.
192 Healy Avenue
Marina, CA 93933
Attention: Bart Bruno

FROM: Nick Nichols, Project Manager 

DATE: April 5, 2012

SUBJECT: Acceptance of Improvements and Relief of Maintenance
Hyland Drive/El Rancho Way Street Improvement Project

This is to confirm and record that on this date the Department of Public Works reviewed and inspected the improvements constructed by Monterey Peninsula Engineering Inc. on this project, determined them to be satisfactorily completed, accepted ownership of the project, and relieved your firm of responsibility for maintenance thereof.

Our Department will prepare a Notice of Completion for this project and will submit it to the County Board of Supervisors. This will take approximately 30 days. Upon approval by the Board, the Notice of Completion will be recorded with the Office of the County Recorder, which will initiate the required 35-day mechanics lien period. At the completion of that period, if no such liens have been filed, we will prepare an Invoice for payment to you of any remaining funds being retained by the County.

MONTEREY COUNTY

DEPARTMENT OF PUBLIC WORKS



Paul Greenway, PE
Director of Public Works

168 West Alisal Street, 2nd Floor
Salinas, CA 93901
(831) 755-4800
Fax: (831)755-4958
www.co.monterey.ca.us

MEMORANDUM

TO: Nick Nichols, Project Manager
Economic Development Department

FROM: Marvin Rose, PE, Assistant Director of Public Works *MR*

DATE: April 5, 2012

SUBJECT: Acceptance of Improvements and Relief of Maintenance
Hyland Drive/El Rancho Way Street Improvement Project

This is to confirm and record that in accordance with Funding Agreement No. A-10489 dated June 20, 2006 between the County of Monterey and the Redevelopment Agency of the County of Monterey, and subsequent Amendment Nos. 1-3 thereto, the Department of Public Works has reviewed and inspected the improvements constructed by Monterey Peninsula Engineering Inc. (the Contractor) in accordance with the Plans and Specifications prepared therefore, determined them to be satisfactorily completed in accordance with said Plans, Specifications, and all approved Contract Change Orders, and effective this date herewith accepts ownership of the completed improvements as part of the County road system and relieves the Contractor of responsibility for maintenance thereof.

WHEN RECORDED RETURN TO:

County of Monterey
Economic Development Department
Redevelopment & Housing Office
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901
Attn: Nick Nichols

HYLAND DRIVE/EL RANCHO WAY STREET IMPROVEMENT PROJECT

NOTICE OF COMPLETION
(Public Works – Civil Code 3093)

NOTICE IS HEREBY GIVEN that the public work described as the HYLAND DRIVE/EL RANCHO WAY STREET IMPROVEMENT PROJECT in the community of Boronda, CA, was constructed or undertaken pursuant to a contract between the COUNTY OF MONTEREY, a public entity, whose address is 168 West Alisal Street, 3rd Floor, Salinas, California, 93901, and who is the fee owner of the said site of work or structure, and MONTEREY PENINSULA ENGINEERING, INC., whose address is 192 Healy Avenue, Marina, CA 93933, and the date of completion of said work was May 1, 2012, which was the date said public entity accepted said work or structure.

COUNTY OF MONTEREY

JIM COOK
DIRECTOR OF ECONOMIC DEVELOPMENT

Dated: _____

VERIFICATION

I, Jim Cook, do hereby certify that I am the Director of Economic Development of the Public entity named above; that I am authorized to verify the foregoing notice; that I have read same; and that it is true of my knowledge.

I certify under penalty of perjury that the foregoing is true and correct.

Subscribed at _____, California, this _____ day of _____ 2012.

JIM COOK
DIRECTOR OF ECONOMIC DEVELOPMENT



Legislation Details (With Text)

File #: RES 12-0033 **Version:** 1 **Name:** Carmel Rio Road, LLC
Type: BoS Resolution **Status:** Consent Agenda
File created: 4/11/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**
Title: Adopt Resolution to: deny an appeal by Mr. Brian Clark on the behalf of Carmel Rio Road LLC, from the Planning Commission’s decision denying Carmel Rio’s application for a Combined Development Permit; and deny Carmel Rio’s application for a Combined Development Permit consisting of: 1) Standard Subdivision of a 7.92 acre property into 31 Market Rate lots and one Inclusionary Housing lot containing 11 Inclusionary units (2 very low, 5 low and 4 moderate); and 2) Administrative Permit and Design Approval for development in the “D” (Design Control) and “S” (Site Review) Zoning Districts.
(Appeal of denial of a Combined Development Permit - GPZ090004/Carmel Rio Road, LLC, 15 and 26500 Val Verde Drive, Carmel Valley Master Plan)

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit No. 1- Draft Resolution](#)
[Exhibit No. 2- Three E-mail Messages dated March 30, 2012 from Brian Clark](#)

Date	Ver.	Action By	Action	Result
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Title

Adopt Resolution to: deny an appeal by Mr. Brian Clark on the behalf of Carmel Rio Road LLC, from the Planning Commission’s decision denying Carmel Rio’s application for a Combined Development Permit; and deny Carmel Rio’s application for a Combined Development Permit consisting of: 1) Standard Subdivision of a 7.92 acre property into 31 Market Rate lots and one Inclusionary Housing lot containing 11 Inclusionary units (2 very low, 5 low and 4 moderate); and 2) Administrative Permit and Design Approval for development in the “D” (Design Control) and “S” (Site Review) Zoning Districts.
(Appeal of denial of a Combined Development Permit - GPZ090004/Carmel Rio Road, LLC, 15 and 26500 Val Verde Drive, Carmel Valley Master Plan)

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors: adopt the attached resolution (**Exhibit 1**) with findings and evidence to deny the appeal and deny the Combined Development Permit application for a 42-lot subdivision on 7.92 acres on Val Verde Drive in Carmel Valley (GPZ090004).

PROJECT OVERVIEW:

On January 25, 2012, the Planning Commission denied an application for a Combined Development Permit (Carmel Rio Road, LLC, GPZ090004) for a 42-lot subdivision on 7.92 acres on Val Verde Drive in Carmel Valley citing inconsistency with the adopted General Plan as findings for the denial. On February 3, 2012, the applicant (Brian Clark for Carmel Rio Road, LLC) appealed the Planning Commission’s action to the Board of Supervisors. On March 27, 2012, the Board of Supervisors held a public hearing to consider the appeal and the application for the Combined Development Permit (GPZ090004) and adopted a Resolution of Intention to deny the application and directed staff to bring back a resolution with the

appropriate findings for denial of the application and the appeal, on Tuesday, April 24, 2012 on the Consent Calendar.

Specifically, the Board of Supervisors interprets General Plan Policy CV-1.10 to mean the applicant may obtain increased density under one of the following: the State density bonus applied to the underlying land use designation (LDR/1 in this case); up to 2 units/acre under CV-1.10's density bonus for a clustered project or up to 4 units/acre for qualified low-moderate income projects; or CV-1.11 allowing up to two times the density for qualified projects. The project is inconsistent with CV-1.10 because, at 42 units, it exceeds the density under any of the above options. In addition, the project as designed does not constitute clustering as defined by the General Plan.

Since the Board of Supervisors meeting on March 27, 2012, the applicant submitted three e-mail messages (see **Exhibit 2**). Below is a summary of the applicant's comments contained in the e-mail messages and staff's responses.

Applicant's Comment 1: Pursuant to Government Code Section 65915, we are requesting a meeting to review a request for two concessions as follows:

Concession #1: zoning density waiver

Concession #2: units per acre waiver (Title 21)

Staff Response: If the applicant proposes a project that is consistent with the General Plan and meets the affordability thresholds for eligibility for a density bonus under state law, then we would discuss possible concessions pursuant to the State Density Bonus Law. See Finding #4.f in the attached Resolution (**Exhibit 1**).

Applicant's Comment 2. We did not ask to do affordable housing when we came to Planning to review options. We came in to do a standard subdivision. Planning instructed us that without an affordable housing component of at least 25% and preferably 35% our project would never get approved. We were very clear we did not want to pursue a variance or General Plan amendment process. The first time density ratios or units per acre "none compliance" status determination appeared on the "radar" was at the Board of Supervisors meeting on March 27th.

Staff Response: While the Redevelopment and Housing Office interpreted General Plan Policy CV-1.10 to allow up to 42 units inclusive of the state density bonus, the Planning Department staff interpreted Policy CV-1.10 to allow fewer units. The Board of Supervisors is the legislative body with final authority for interpreting General Plan policy. The issue was presented to the Board at the March 27 hearing, at which the applicant had an opportunity to present his point of view. The Board determined that 42 units is inconsistent with this General Plan policy and directed staff to prepare a resolution for denial based on General Plan inconsistency. See Findings #1.d, 2 and 4 in the attached resolution (**Exhibit 1**).

Applicant's Comment 3. The word "stacking" is not in the GPU5 document or State affordable housing regulations for density bonuses. The County did propose to use 42 gross units (34 market rate homes and 8 inclusionary units) in 2010 and 2011.

Staff Response: See response above; see also discussion in the Staff Report for the March 27, 2012 Board of Supervisors' hearing.

Applicant's Comment 4. Reference was made that since GPU5 there may be some new interpretation of CV 1.10 and density bonus on Val Verde Drive from the previous General Plan - if you could let us know those

changes are so we can more accurately derive affordable to market rate homes ratios going forward it would be appreciated.

Staff Response: Section 27.3.8B of the Carmel Valley Master Plan was subsequently carried forward in the 2010 General Plan as Policy CV-1.10. Section 27.3.8B reads as follows:

“The Val Verde Drive area is planned for residential use at a basic density of one unit per acre. With suitable clustering, up to 2 units per acre may be allowed. However, a density of up to 4 units per acre may be allowed provided that 25% of the units are developed for individuals of low and moderate income and are contracted for with the County Housing Authority or for senior citizen units.”

Policy CV-1.10 in the 2010 General Plan states:

“The Val Verde Drive area is planned for residential use at a basic density of one (1) unit per acre. With suitable clustering, up to two (2) units per acre may be allowed. However, a density of up to four (4) units per acre may be allowed provided that at least 25% of the units are developed for individuals of low and moderate income or for workforce housing. This policy is independent from Policy CV-1.11, and not counted in conjunction with the density bonus identified in that policy.”

The underlined wording is new and the Board of Supervisors interprets it to mean that the density bonus allowed under CV-1.10 is not meant to be used in conjunction with, or stacked, with other density bonuses.

Applicant’s Comment 5. We discovered errors in the Staff Report to the Supervisors that we’d like corrected.

Staff Response:

Page 2 - paragraph 1 - The exact wording of the easement is quoted in the attached resolution. See Finding 1.i in the attached resolution (**Exhibit 1**).

Page 2 - paragraph 2 - Comment noted. The staff report and resolution acknowledge that the applicant applied for a second well in January 2012.

Exhibit 1 page 3 of 6: Proof of Long Term Sustainable Water Supply - Comment noted. See response above.

Applicant’s Comment 6. The one remaining item we were denied on was “access” and we were given two options to become compliant - agreement with all easement holders on Val Verde or court interpretation. So we initiated the judicial action. We have over 50% support of the easement holders on Val Verde to use the road for the project but there is no ordinance that says if you have over 50% approval of the easement holders that suffices.

Staff Response: As detailed in the attached Resolution (**Exhibit 1**), the project is inconsistent with the General Plan policy regardless of the outcome of the lawsuit concerning the Val Verde Drive easement.

Comment 7. The updated biological report was completed on March 23rd and is hereby being transmitted to the County. Planning recommended for the EIR we redo/update the report.

Staff Response: Staff did not recommend that the biology report be updated. The updated report has been placed in the project file.

OTHER AGENCY INVOLVEMENT: The following agencies have reviewed the project and those that are checked (“✓”) have comments and/or recommended conditions:

√	RMA - Public Works Department
√	RMA-Office of Redevelopment and Housing
√	Environmental Health Bureau
√	Water Resources Agency
√	Cypress Fire Protection District
√	Parks Department
√	Monterey County Sheriff's Department

FINANCING: The applicant has paid fees associated with processing a development application and the appeal. Therefore, funding for staff time associated with this project is included in the FY11-12 Final Budget for the Planning Department.

Prepared by: Bob Schubert, Senior Planner, 755-5183

Approved by: Mike Novo, Director of Planning; 831-755-5192

Benny Young, Director Resource Management Agency

Attachments:

Exhibit No. 1 Draft Resolution

Exhibit No. 2 Three E-mail Messages dated March 30, 2012 from Brian Clark

EXHIBIT NO. 1
Before the Board of Supervisors in and for the
County of Monterey, State of California

Resolution No.

Resolution of the Monterey County Board of Supervisors denying an appeal by Mr. Brian Clark on the behalf of Carmel Rio Road, LLC from the Planning Commission decision, and denying an application for a Combined Development Permit consisting of:

1) Standard Subdivision of a 7.92 acre property into 31 Market Rate lots and one Inclusionary Housing lot containing 11 Inclusionary units (2 very low, 5 low and 4 moderate); and 2) Administrative Permit and Design Approval for development in the “D” (Design Control) and “S” (Site Review) Zoning Districts. (**GPZ090004, Carmel Rio Road, LLC**)

An appeal by Mr. Brian Clark on the behalf of Carmel Rio Road LLC from the Planning Commission’s denial of an application for a Combined Development Permit for a 42-unit subdivision on 7.92 acres on Val Verde Drive in Carmel Valley came on for public hearing before the Monterey County Board of Supervisors on March 27, 2012. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Monterey County Board of Supervisors hereby finds and decides as follows:

FINDINGS

1. **FINDING:** **BACKGROUND** – The project application (GPZ090004), submitted by Brian Clark on behalf of the Carmel Rio Road, LLC (“*applicant*”), consists of a Combined Development Permit consisting of:
- 1) Tentative Subdivision Map dividing a 7.92 acre property into 31 Market Rate lots and one Inclusionary Housing lot containing 11 Inclusionary units (2 very low, 5 low and 4 moderate); and 2) Administrative Permit and Design Approval for development in the “D” (Design Control) and “S” (Site Review) Zoning Districts.
- EVIDENCE:**
- a) The application was deemed complete as of December 9, 2010, which is 30 days from November 9, 2010, the date the applicant submitted the last of the materials requested on the County’s checklist.
 - b) Monterey County adopted the 2010 General Plan on October 26, 2010. Said plan went into effect on November 27, 2010. Pursuant to Board of Supervisor’s action on October 16, 2007 and General Plan Policy LU-9.3, subdivision applications deemed complete after October 16, 2007 are subject to the 2010 General Plan. This application has been considered for consistency with the 2010 General Plan. The 2010 General Plan includes area plans, including the Carmel Valley Master Plan.

- c) Interim Ordinance No. 5171, as modified and extended by Ordinance No. 5172 and Ordinance No. 5193, establishes a process for determining General Plan consistency for discretionary projects pending the adoption of applicable programs and ordinances to implement the 2010 General Plan. The ordinance provides that staff shall make a recommendation regarding General Plan consistency to the decision-making body. If a project is found to be inconsistent with the General Plan, the applicant is afforded a reasonable time to revise the proposed development to attain consistency. If the applicant fails to submit a revised development project within the allotted time, the application shall be denied. No permit shall be issued if the proposed development does not conform to General Plan policies.
- d) Six letters from County staff dated between September 17, 2009 and October 14, 2011 identified various General Plan/Carmel Valley Master Plan policies with which the project was inconsistent, as determined by staff. A letter dated September 17, 2009 noted that the project was inconsistent with the 1982 General Plan and the then present draft of the General Plan Update #5 (GPU5) including Section 27.3.8B of the Carmel Valley Master Plan. Section 27.3.8B of the Carmel Valley Master Plan was subsequently carried forward in the 2010 General Plan as Policy CV-1.10. The letter also noted that the project required General Plan Amendment and Zone Change requests and that staff strongly recommended that the application be withdrawn. A letter dated April 1, 2010 reiterated that the project was inconsistent with the 1982 General Plan and the present draft of GPU5 and that inconsistency with any of the policies “*would necessitate a recommendation of denial by County Planning staff.*” Letters dated June 10, 2010 and August 25, 2010 reiterated that the project required a General Plan Amendment and Rezoning to proceed as designed and gave the applicant several options, including withdrawal of the application. A letter dated September 29, 2011 stated that the proposed project was inconsistent with the 2010 General Plan Policies C-3.6 (Proof of Access), PS-3.1 and PS-3.2 (Long Term Sustainable Water Supply), PS-3.9 and PS-3.13 (Water Yield and Quality), CV-5.3 (Water Reclamation and Conservation) and CV-5.4 (Limit Development to Vacant Lots of Record). In response to a letter dated October 6, 2011 from the applicant’s attorney, Pamela Silkwood, a letter from the Planning Department dated October 14, 2011 reiterated that the project was inconsistent with General Plan Policies C-3.6 (Proof of Access), PS-3.13 (Water Yield and Quality) and CV-5.3 (Water Reclamation and Conservation). The letter also noted that, at the request of the applicant, the Environmental Health Bureau deemed the application complete with a recommendation for denial because the applicant had not submitted the information that had been requested to determine consistency with General Plan Policies PS-3.1 and PS-3.2 (Long Term Sustainable Water Supply) and PS-3.9 and PS3.13 (Water Yield and Quality). A memorandum from Monterey County’s Redevelopment and Housing Office (dated December 17, 2010) provided an analysis for how to calculate the State density bonus with

the proposed project. In letters dated September 17, 2009, April 1, 2010, June 10, 2010, August 25, 2010, February 28, 2011 and July 5, 2011, County staff notified the applicant that staff could not support the project as proposed and provided options for the applicant to consider.

- e) On November 9, 2011, per the process set forth in the Interim Ordinance, the Planning Commission held a public hearing to consider consistency of the proposed project with 2010 General Plan policies. The Planning Commission considered water, access, and land use (e.g. density, clustering) and determined that the project was not consistent with the 2010 General Plan and afforded the applicant 60 days to request a General Plan Amendment or work with staff to revise the application to attain consistency.
- f) At the Planning Commission hearing on November 9, 2011, the applicant submitted materials that he contended constituted a Draft EIR for the project. Staff reviewed the materials submitted at the Planning Commission public hearing on November 9, 2011 and determined that they do not meet County standards for a Draft EIR and do not reflect the County's independent judgment. (See Finding 3 below.)
- g) The applicant waived the 60-day period in order to be heard as soon as possible by the Planning Commission (e-mail message from the applicant dated December 9, 2011). On January 6, 2012 the applicant submitted an application to the Environmental Health Bureau to replace the Travers well.
- h) On January 25, 2012, the Planning Commission denied the Combined Development Permit finding the project to be inconsistent with the 2010 Monterey County General Plan, specifically Policy C-3.6 (Proof of Access) which states: *"The County shall establish regulations for new development that would intensify use of a private road or access easement. Proof of access shall be required as part of any development application when the proposed use is not identified in the provisions of the applicable agreement."*
- i) The applicant provided an easement document showing a non-exclusive, private easement for access and utilities. The easement document describes the easement as follows: *"None [sic] – exclusive right-of-way for all purposes of a road."* However, other parties to the easement have contested the applicant's rights under the easement to provide access to a more intensive land use than the LDR/1 density. Per Policy C-3.6 of the 2010 General Plan, the County requires resolution that the easement allows the addition of new lots on Val Verde Drive beyond the density that was allowed when the easement was created. To demonstrate consistency with General Plan Policy C-3.6, documentation is required, such as an agreement among all of the easement holders or a final legal determination (e.g. from mediation, arbitration, or court order). On March 2, 2012, while this land use appeal was pending, the applicant filed a complaint in Superior Court seeking a judgment that the Val Verde Drive easement can be used to provide access to the proposed 42 lot subdivision or any other residential or commercial development on the site. No judgment has been issued as of this date.

- j) The application, tentative map and supporting materials submitted by the project applicant to the Monterey County Planning Department for the proposed development found in Project File GPZ090004.

2. **FINDING:** **PUBLIC HEARING ON THE APPEAL** – The January 25, 2012 decision of the Planning Commission denying the Carmel Rio Road LLC Combined Development Permit (GPZ090004) was mailed on January 30, 2012. Brian Clark on behalf of Carmel Rio Road LLC timely filed an appeal of the January 25, 2012 Planning Commission decision on February 3, 2012. The appeal was timely brought to public hearing before the Board of Supervisors on March 27, 2012.

- EVIDENCE:**
- a) The appeal was filed on the basis that the application is consistent with General Plan and that staff should be directed to do an independent judgment of the Draft EIR that was submitted on November 9, 2011. The appeal has the effect of setting aside the decision of the Planning Commission. (Monterey County Code (MCC), section 21.80.030.)
 - b) The public hearing before the Board of Supervisors on the appeal is de novo (MCC, Section 21.80.070.B). As part of the de novo hearing, staff brought forward General Plan consistency issues (including land use and density) for consideration by the Board of Supervisors. While the Redevelopment and Housing Office interpreted the General Plan Policy CV 1.10 to allow up to 42 units, the Planning Department interpreted CV-1.10 to allow only up to 28 units. (See discussion in March 27, 2012 staff report to the Board of Supervisors.) The Board of Supervisors is the legislative body with final authority for interpreting General Plan policy, and therefore, the question of interpretation of Policy CV 1.10 was presented to and considered by the Board of Supervisors.
 - c) On March 7, 2012, the applicant requested a six month continuance of the public hearing on the appeal because “*additional time is needed by the applicant in order to conform to the Planning Staff and Planning Commission’s requirement to seek a court judgment for the Val Verde easement.*”
 - d) On March 27, 2011, the Board of Supervisors conducted a duly noticed, timely, fair and impartial public hearing on the appeal. The Board determined that:
 - The increased density which may be allowed pursuant to the terms of Policy CV-1.10 is an alternative to state density bonus; the applicant may avail itself of the state density bonus or may seek increased density under the terms of Policy CV -1.10, but the latter is to be a stand-alone density bonus that is not to be applied in conjunction with any other density bonus provision (e.g. Policy CV-1.11 and the State density bonus). (See Finding 4 below.)
 - The project as designed does not constitute clustering, which is defined by the General Plan as “*a development/subdivision design where the structures or lots or structures and lots are located on a portion of the land to be developed rather than spread throughout the land.*” The project proposes subdivision of the entire project area into individual lots (“spread throughout the

land”).

The Board adopted a Resolution of Intention to deny the application and directed staff to bring back a resolution with the appropriate findings for denial of the application and the appeal, on Tuesday, April 24, 2012 on the Consent Calendar.

- e) The application, tentative map and supporting materials submitted to the Monterey County RMA-Planning Department for the proposed development found in Project File GPZ090004.

3. **FINDING:** **CEQA (Exempt)** - The project is statutorily exempt from environmental review because the County is denying the application.
- EVIDENCE:**
- a) Projects which are disapproved by the lead agency are statutorily exempt from CEQA pursuant to Public Resources Code Section 21080(b)(5) and CEQA Guidelines Section 15270(a).
 - b) The Board of Supervisors voted to deny the project. As such, the County action on this project is statutorily exempt.
 - c) At the November 9, 2011 Planning Commission meeting, the applicant submitted materials which he contended constituted a Draft EIR for the project.
 - d) CEQA allows the lead agency to choose one of several arrangements for the preparation of a Draft EIR. One option is to accept “*a draft prepared by the applicant, a consultant retained by the applicant or any other person*” (CEQA Guidelines Section 15084(d)(3)). However, CEQA requires that “*[b]efore using a draft prepared by another person, the lead agency shall subject the draft to the agency’s own review and analysis*” (CEQA Guidelines Section 15084(e)). The Draft EIR that is circulated to the public “*must reflect the independent judgment of the lead agency*” and “*the lead agency is responsible for the adequacy and objectivity of the Draft EIR.*” (Ibid.)
 - e) Staff review of the document submitted by the applicant at the November 9, 2011 Planning Commission meeting found that it does not meet Monterey County standards for a Draft EIR, and it does not reflect the County’s independent judgment. The document consists of a compilation and summary of technical reports that have been previously submitted by the applicant, and these reports were prepared for the applicant by consultants without consultation with County staff. The Initial Study in the Appendix does not identify any potentially significant impacts and concludes that a Mitigated Negative Declaration (not an EIR) is required. The information contained in the document is not clearly referenced. Rather, several references are listed at the end of each chapter so the source of the specific information that is summarized in each chapter is unclear. Much of the information that CEQA requires to be contained in a Draft EIR is absent from the document such as an analysis of the alternatives that are identified and the identification of the “*Environmentally Superior Alternative.*” Therefore, the materials submitted at the Planning Commission public hearing on November 9, 2011 do not constitute a Draft EIR. Because the Board is denying the project, an EIR is not required.

4. **FINDING:** **CONSISTENCY** – The project is not consistent with the 2012 General Plan.

EVIDENCE: a) During the course of review of this application, the project has been reviewed for consistency with the text, policies, and regulations in:

- 2010 Monterey County General Plan;
- Carmel Valley Master Plan;
- Monterey County Zoning Ordinance (Title 21); and
- Monterey County Subdivision Ordinance (Title 19).

Conflicts were found to exist. Several communications during the course of review of the project indicated inconsistencies with the text, policies and regulations in these documents. Letters from Planning Department dated September 17, 2009, April 1, 2010, June 10, 2010, August 25, 2010, September 29, 2011 and October 14, 2011 retained as part of the project file (GPZ090004).

b) **General Plan.** The application is inconsistent with the 2010 General Plan. The General Plan was adopted on October 26, 2010 and went into effect on November 27, 2010. Pursuant to Board of Supervisor’s action on October 16, 2007 and General Plan Policy LU-9.3, subdivision applications that are deemed complete after October 16, 2007 are subject to the ordinances, policies and standards that are enacted and in effect as a result of the 2010 General Plan. The subject application was submitted on September 3, 2009 and deemed complete as of December 9, 2010 and is subject to the 2010 General Plan.

c) **Land Use.** The underlying land use designation of the site is LDR/1, which allows one unit per acre. Current zoning overlays also apply design review (D), site plan review (S), and a residential allocation zone (RAZ). For the subject project, the land use designation would allow a maximum of seven (7) units.

d) **CVMP.** Carmel Valley Master Plan (CVMP) is a part of the adopted General Plan. Policy CV-1.10 states: *“The Val Verde Drive area is planned for residential use at a basic density of one (1) unit per acre. With suitable clustering, up to two (2) units per acre may be allowed. However, a density of up to four (4) units per acre may be allowed provided that at least 25% of the units are developed for individuals of low and moderate income or for workforce housing. This policy is independent from Policy CV-1.11, and not counted in conjunction with the density bonus identified in that policy.”*

The maximum allowable density under this policy is one unit per acre. The Board of Supervisors interprets General Plan Policy CV-1.10 to mean the applicant may obtain increased density under one of the following: the State density bonus applied to the underlying land use designation (LDR/1 in this case); up to 2 units/acre for CV-1.10’s density bonus for a clustered project or up to 4 units/acre for qualified low-moderate income projects; or CV-1.11 allowing up to two times the density for qualified projects may be allowed. Furthermore, the Board interprets the phrase *“may be allowed”* in the second and third sentences of Policy CV-1.10 as being at the discretion of the County – not an allowed use.

Low and Moderate Income or Workforce Housing. If the County decides to permit the density bonus allowed if at least 25% of the

units are developed for individuals of low and moderate income or for workforce housing, up to 28 units would be the total number of units permissible under Policy CV-1.10 (4 units/acre provided at least 25% of the units are for individuals of low and moderate income or for workforce housing) and designed as one acre (minimum) lots with a maximum of 4 units/lot pursuant to Section 21.14.050.A of Title 21 (Zoning Ordinance) of the Monterey County Code.

- e) **Clustering.** Policy CV-1.10 allows up to 2 units/acre with suitable clustering (up to 15 units). Pursuant to Section 21.14.060.A of the Zoning Ordinance, the minimum lot size in the LDR District is one acre unless otherwise approved as part of a clustered development. Clustering is defined by the General Plan as “*a development/subdivision design where the structures or lots or structures and lots are located on a portion of the land to be developed rather than spread throughout the land.*” The Planning Commission and Board of Supervisors determined that the project, as designed, does not qualify as a clustered development. Proposed sizes of the single family lots range from 0.14 acre (6,098 square feet) to 0.37 acre (16,117 square feet). In order to qualify as clustered development, the site would need to be designed to preserve a certain amount of area in some type of open space or agricultural easement.
- f) **State Density Bonus.** Section 65915 of the State Government Code allows for an increase in density above the otherwise maximum allowable residential density under existing zoning and general plan designations for qualified projects. In order to qualify for a density bonus under Section 65915, the project must supply certain levels of very low and low income housing (or moderate income in specific circumstances) within the proposed development. The amount of increased density allowed is based on a sliding scale ranging from 20% to 35% above maximum allowable density, depending on the percentage of units that are at the different affordability levels. Under the Board of Supervisors interpretation of Policy CV-1.10, applying the State Density Bonus to the maximum allowable density would result in a total of 10 units.
- g) **Stacking Density.** The project applicant requests an increase in the density pursuant to Policy CV-1.10 of the Carmel Valley Master Plan (CVMP) plus a separate and additional density bonus pursuant to Section 65915 of the California Government Code (State Density Bonus Provisions), in other words, to cumulate or stack the density bonus of CV-1.10 and state density bonus. The applicant’s proposal is not consistent with Policy CV-1.10 as interpreted by the County. The County’s interpretation is consistent with the legislative history of the policy. Policies CV-1.10 and CV-1.11 came, respectively, from Policy 27.3.8B (CV) and Policy 27.3.9 (CV) of the former Carmel Valley Master Plan. The allowance of four units per acre is discretionary, not an allowed use, and per the last sentence of Policy CV 1.10 is meant as an alternative to other available density bonuses. The increased density alternatives under Policy CV-1.10 are not meant to be used in conjunction, or stacked, with other density bonuses such as the State Density Bonus Provisions. The State Density Bonus would only apply to the maximum allowable density

under the base land use designation of one unit per acre (7 units). In other words, depending on the affordability of the units, the applicant would be entitled to 35% more density, or up to 10 units (e.g., seven one acre minimum single family lots with one lot containing three units). Alternatively, under the increase in density under Policy CV-1.10 the applicant would be entitled to up to 28 units, depending on the affordability levels and clustering.

- h) The application, tentative map and supporting materials submitted to the Monterey County Planning Department for the proposed development found in Project File GPZ090004.

5. **FINDING:** **SUBDIVISION** – Section 66474 of the California Government Code (Subdivision Map Act) and Title 19 (Subdivision Ordinance) of the Monterey County Code requires that a request for subdivision be denied if any of the following findings are made:

1. That the proposed map is not consistent with the applicable general plan and specific plans.
2. That the design or improvement of the proposed subdivision is not consistent with the applicable general plan and specific plans.
3. That the site is not physically suitable for the type of development.
4. That the site is not physically suitable for the proposed density of development.
5. That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
6. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
7. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

Several of these findings for denial are made and supported by substantial evidence.

EVIDENCE: a) **Consistency** – The project, as designed, is not consistent with the 2010 Monterey County General Plan nor the Carmel Valley Master Plan (*see Finding 4*).

EVIDENCE: b) **Design** – The subdivision design is not consistent with the lot design standards of Section 21.14.060.A of the Zoning Ordinance (*see Finding 4*).

EVIDENCE: c) **Site Suitability** – The site is not suitable for the proposed project including the type and density of development (*see Findings 4.a and 4.b*). The proposed density exceeds the allowable density for the site. The proposed density results in development which is incompatible with the surrounding single-family residential use.

- d) **Public Health** – The project proposes to establish a water system for the water supply. Pursuant to California Code of Regulations, Title 22, Article 2. Water Works Standards Section 64334, the water system proposed for this project must have two water sources that meet all of the required regulations. Although there are two existing wells on the property, one of the wells (Travers) does not meet the well control zone requirements due to the lack of an easement with the neighboring property and the sewer main location in Val Verde

Drive. On January 6, 2012, the applicant submitted a well permit application to the County Environmental Health Bureau to replace the Travers well. On March 3, 2012, the Environmental Health Bureau issued a permit for the replacement well. Pursuant to Article 3, Water Sources Section 64560.a.2, each well requires a minimum 50 foot radius well control zone for reasons of public health and safety. To provide the required well control zone, the subdivision would need to be redesigned to provide access for water system operation and maintenance. The subdivision as proposed would not provide the required 50 foot radius well control zone, and therefore, as proposed, the project does not meet public health standards.

EVIDENCE: e) The application, tentative map and supporting materials submitted by the project applicant to the Monterey County Planning Department for the proposed development found in Project File GPZ090004.

6. **FINDING:** **DISAPPROVAL OF HOUSING DEVELOPMENT** – Denial of this project does not violate the Housing Accountability Act (Government Code Section 65589.5).

- EVIDENCE:** a) The proposed project does not meet the definition of “*housing for very low, low or moderate income households*” as defined by Government Code Section 65589.5 because less than 20% of the proposed units are for lower income households. The project consists predominately of market rate units (31 market rate units, 2 very low, 5 low and 4 moderate).
- b) The project is inconsistent with the General Plan and zoning, as discussed above, and the County has adopted an updated Housing Element that has been certified by the State Department of Housing and Community Development. (Monterey County 2009-2014 Housing Element, adopted by the Board of Supervisors on June 15, 2010.).
- c) The certified Housing Element does not identify the project site as a site that is suitable or available for very low, low or moderate income households This site is not part of the County’s plan for meeting its Regional Housing Needs Allocation. (Implementation Action H-3.c of the Housing Element).

DECISION

NOW, THEREFORE, based on all of the above findings and evidence and the administrative record as a whole, the Board of Supervisors does hereby: deny the appeal by Brian Clark on behalf of Carmel Rio Road, LLC from the Planning Commission’s denial of the application by Carmel Rio Road LLC for a Combined Development Permit (GPZ090004); and deny the application by Carmel Rio Road, LLC for a Combined Development Permit (GPZ090004) consisting of: 1) Standard Subdivision of a 7.92 acre property into 31 Market Rate lots and one Inclusionary Housing lot containing 11 Inclusionary units (2 very low, 5 low and 4 moderate); and 2) Administrative Permit and Design Approval for development in the “D” (Design Control) and “S” (Site Review) Zoning Districts.

PASSED AND ADOPTED on this 24th day of April 2012, by the following vote, to-wit:

AYES:

NOES:
ABSENT:

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

Dated:

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy

NOTICE IS HEREBY PROVIDED that the time within which judicial review must be sought of this final decision is governed by section 1094.6(f) of the California Code of Civil Procedure and is 90 days from the date of mailing of this resolution.

EXHIBIT NO. 2

Schubert, Bob J. x5183

From: Brian Clark [brian@surfloan.com]
Sent: Friday, March 30, 2012 8:52 AM
To: Schubert, Bob J. x5183
Subject: FW: Clark - Density Bonus Concessions Carmel Rio Rd. LLC - Val Verde Drive
Bob -

Well was completed a few weeks ago.
I will send you all well data under separate email.

Thx mucho...

Brian

From: Brian Clark [mailto:brian@surfloan.com]
Sent: Thursday, March 29, 2012 6:40 PM
To: 'novom@co.monterey.ca.us'
Cc: Mcleodbuiding@aol.com; Pam Silkwood; 'Brian Clark'
Subject: Clark - Density Bonus Concessions Carmel Rio Rd. LLC - Val Verde Drive

3/29/12

Dear Mr. Novo:

Pursuant to Government Code § 65915 we are requesting a meeting to review a request for two concessions. Since there has not been a final decision on the matter - i.e., staff has not drafted a resolution, there is still an opportunity for the County to reevaluate the project based on the our request for concessions which are:

Concession #1: zoning density waiver
Concession #2: units per acre waiver (Title 21)

We did not ask for a concession at an earlier date because, as noted, in the year long consistency analysis process (four generations of analysis) leading up to the Planning Commission meetings it was never stated we were out of compliance with the zoning density in GPU5 and CVMP. In case you missed it both Planning Commission agendas/staff reports made no mention that we were out of compliance on our zoning, density ratio's, or units per acre.

As related in the Supervisors meeting our ratio of affordable units to market rate homes (31 market rate homes and 11 inclusionary units) was done in tandem with Planning starting in 2006 and then included by Planning in your sub-division application requirements provided to us in the first quarter of 2007. Our goal at the time, as it is today, in concert with our Planner was to come up with project ratio's with affordable and market rate homes that met the existing zoning standards.

WE DID not ask to do affordable housing when we came to Planning to review options. We came in to do a standard subdivision. Planning instructed us that without an affordable housing component

04/02/2012

of at least 25% and preferably 35% our project would never get approved.

We were very clear we did not want to pursue a variance or General Plan amendment process and we worked out the numbers with Planning and 31 market rate homes with 11 inclusionary units was deemed to be the strongest ratio in compliance with zoning providing more than the required 25% affordable percentage.

The first time density ratio's or units per acre "none compliance" status determination appeared on the "radar" was at the Board of Supervisors meeting on March 27th.

We also did a "key word" search of GPU5 and review of the density bonus regulations at the State level and the word "stacking" is not in the GPU5 document or State affordable housing regulations for density bonuses. The State regulations also require the General Plan to be in compliance with State density bonuses and regulations. Another review of GPU5 revealed there is no mention of affordable housing incentives or concessions as required by State regulations.

Other: While our application has been 42 gross units (31 market rate homes and 11 inclusionary units) the County did propose to us 42 gross units (34 market rate homes and 8 inclusionary units) in 2010 and 2011. Since the County proposal was done with GPU5 in place we assume your interpretations are the most current and accurate. We are amenable to 34 and 8 since the current feedback now is less affordable for this area is more desirable. Regardless - we are agreeable to either ratio but it appears your 34 and 8 is the most accurate and defensible since it has already been reviewed by various RMA departments and was drafted when GPU5 was in place.

Reference was made that since GPU5 there may be some new interpretation of CV 1.10 and density bonus on Val Verde Drive from the previous General Plan - if you could let us know what those changes are so we can more accurately derive affordable to market rate homes ratio's going forward it would be appreciated. The "new" calculations also do not make note of the "first" house of record waiver. We have an existing home on one of the lots.

Also - we discovered errors in the Staff Report to the Supervisors that we'd like corrected before the scheduled item is on the consent agenda in April - if you could please correct these items and submit them to the Board as corrected/corrections.

Corrections:

Page 2 - paragraph 1 states:

"The applicant proposes to use Val Verde Drive, a non-exclusive, privately held easement, for access to the project."

Suggested correction: The 60' wide easement in the deeds for the properties specifically read: "None-exclusive right-of-way for all purposes of a road."

Page 2 - paragraph 2 states:

"In accordance with this ordinance, staff prepared a consistency analysis of the application and determined that the project is inconsistent with the General Plan. On November 9, 2011, the Planning Commission agreed

with
staff's General Plan consistency determination and afforded the applicant 60 days to request a General Plan Amendment
or revise the application to attain consistency. The applicant did not revise the application...."

Correction: The applicant did revise the application - after the first Planning Commission hearing and before the second
PC hearing the applicant became compliant on these two items:

CV-5.3 Water Reclamation and Conservation (signed off as being in compliance - removed from the 2nd
Planning agenda)

CV-5.4 Limit Development to Vacant Lots of Record (signed off as being in compliance - removed from the 2nd
Planning agenda)

Exhibit 1 page 3 of 6:

Item #2: Proof of Long Term Sustainable Water Supply

The replacement well (2nd back up well) drilling had been completed and on March 12th proof
of completion was provided Environmental Health and MPWMD. Production: over
500 gallons per minute

State Health Department water regulations provide for water pumping and testing waivers when
a newly drilled replacement well is co-located with wells that have been previously tested (same
geographic area in the same aquifer). That is the case here and we are moving forward with State
waivers and local water quality tests where applicable. We are and will be compliant with all water
reg's now that the new well has been drilled.

In closing, as a Planner you may be highly motivated to support this project given we
meet the environmental goals of SB 375 as well as SB 226.

As you know SB 226 sets forth a streamlined CEQA review of infill projects.
Specifically using infill development as a tool to combat climate change.

As an infill development with all infrastructure in place (sewer, drainage, power, utilities) co-located next to
two major shopping centers with all public supporting liesure and professional services adajacent to our project
in place we advance the environmental and performance standards which SB 375 requires and SB 226 is
designed to benefit.

Given our location we meet SB 226 goals and environmental policies including:

- Reducing vehicle miles traveled (VMT);
- Prioritizing infill development;
- Reducing greenhouse gas emissions;
- Reducing per capita water use;
- Promoting transit supportive communities;
- Improving energy efficiency, including transportation energy; and
- Protecting public health.

(Pub. Resources Code, § 21094.5.5(b).)

http://opr.ca.gov/docs/Narrative_Explanation_%20of_Guidelines_and_Performance%20Standards.pdf

In 10 seconds to 2 minutes you can walk from our project site to the Post Office, bank, dentist, doctor, CPA, grocery stores, restaurants, stock brokerage, and any number of community services (Cross Roads & Barnyard co-located next to project site). All of these services are WEST of our project and do not require driving a car. Bus service is two blocks from our project.

Continued best of luck and we look forward to your continued help and support...

Brian Clark
Carmel Rio Rd., LLC
831-899-6666

Enclosures - letters:

Marti Noel Dec. 17, 2010
Bob Schubert Dec. 30, 2011
Brian Clark Jan. 21, 2011 Monterey Consistency Checklist
Bob Schubert Jan. 26th, 2011
March 12th, 2012 Replacement Well Exhibits - 2

GOVERNMENT CODE
SECTION 65915-65918

65915. (a) When an applicant seeks a density bonus for a housing development within, or for the donation of land for housing within, the jurisdiction of a city, county, or city and county, that local government shall provide the applicant incentives or concessions for the production of housing units and child care facilities as prescribed in this section.

All cities, counties, or cities and counties shall adopt an ordinance that specifies how compliance with this section will be implemented.

(b) A city, county, or city and county shall grant a density bonus and incentives or concessions described in subdivision (d) when the applicant for the housing development seeks and agrees to construct at least any one of the following:

(1) Ten percent of the total units of a housing development for lower income households, as defined in Section 50079.5 of the Health and Safety Code.

(2) Five percent of the total units of a housing development for very low income households, as defined in Section 50105 of the Health and Safety Code.

(3) A senior citizen housing development as defined in Sections 51.3 and 51.12 of the Civil Code.

(d) (1) An applicant may submit to a city, county, or city and county a proposal for the specific incentives or concessions that the applicant requests pursuant to this section, and may request a meeting with the city, county, or city and county.

The city, county, or city and county shall grant the concession or incentive requested by the applicant unless the city, county, or city and county makes a written finding, based upon substantial evidence, of either of the following:

(A) The concession or incentive is not required in order to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(B) The concession or incentive would have a specific adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.

(2) The applicant shall receive the following number of incentives or concessions:

(A) One incentive or concession for projects that include at least 10 percent of the total units for lower income households, at least 5 percent for very low income households, or at least 10 percent for persons and families of moderate income in a condominium or planned development.

(B) Two incentives or concessions for projects that include at least 20 percent of the total units for lower income households, at least 10 percent for very low income households, or at least 20 percent for persons and families of moderate income in a condominium or planned development.

(3) *The applicant may initiate judicial proceedings if the city, county, or city and county refuses to grant a requested density bonus, incentive, or concession. If a court finds that the refusal to grant a requested density bonus, incentive, or concession is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit.*








Nothing in this subdivision shall be interpreted to require a local government to grant an incentive or concession that has a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.






(g) (1) For the purposes of this chapter, except as provided in paragraph (2), *"density bonus" means a density increase of at least 20 percent, unless a lesser percentage is elected by the applicant, over the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan as of the date of application by the applicant to the city, county, or city and county.*

The amount of density bonus to which the applicant is entitled shall vary according to the amount by which the percentage of affordable housing units exceeds the percentage established in subdivision (b). For each 1 percent increase above 10 percent in the percentage of units affordable to lower income households, the density bonus shall be increased by 1.5 percent up to a maximum of 35 percent. For each 1 percent increase above 5 percent in the percentage of units affordable to very low income households, the density bonus shall be increased by 2.5 percent up to a maximum of 35 percent. All density calculations resulting in fractional units shall be rounded up to the next whole number. *The granting of a density bonus shall not be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, or other discretionary approval.* The density bonus shall not be included when determining the number of housing units that is equal to 5 or 10 percent of the total. *The density bonus shall apply to housing developments consisting of five or more dwelling units.*

Schubert, Bob J. x5183

From: Brian Clark [brian@surfloan.com]
Sent: Friday, March 30, 2012 9:55 AM
To: Schubert, Bob J. x5183; Novo, Mike x5192
Cc: 'Brian Clark'; Mcleodbuilding@aol.com
Subject: FW: Val Verde Dr. - Completed Replacement well data w/updated site plan reflecting same...

      
Travers Well Zone Of Influence... Travers Well Zone Of Influence... Travers_Geophysic alLog.pdf (39... WELL -EXHIBIT.pdf (322 C-4.pdf (687 KB) Distance-Dd and Radius Of Infl... Ex Well Desc.pdf (475 KB)

    
LEGAL RIPTION EXHIBIT... Replacement Well Desc.pdf (48... Response#4_to_M CRMA.pdf (61 KB... RofI rmittent_CalcsBindeplacement Well.pdf

3/30/12

TO: Mr. Schubert & Mr. Novo
FR: Brian Clark

Start your engines... Just when you thought it was safe to open your email!

NOT that it will make any difference but the tone and tenor of the staff reports suggests "applicant" has been given all these "warnings" and "opportunities" to become compliant but chose to do nothing... The ONE remaining item we were denied on was "access" and we were given two options to become compliant - agreement with ALL easement holders on Val Verde (herding cats - that would never happen on any road in CV) or court interpretation. So we initiated the judicial action. We have over 50% support of the easement holders on Val Verde to use the road for the project BUT there is NO ordinance that says if you have over 50% approval of easement holders that suffices - so there you go.

For the record - we were also told if we provided proof of access from the title company - Old Republic Title in this case - proving access that would suffice. We paid OR legal department \$3,000.00 to review the deeds easements and give us their legal opinion. OR said the deeds language (none exclusive right-of-way for all purposes of a road) and our proposed use/project was supported by the deeds language and size of the easement (60'). The legal title experts opinion was summarily disregarded. That was another \$3,000 out the window.

Obviously there is a huge difference between being "none compliant" and working towards "becoming compliant". Since the passage of GPU5 you will find the record is absent ANY proposal from Planning telling us our density/zoning was not in compliance NOR did Planning provide us with the option to exercise any of the zoning density's as presented by RMA at the Supervisors meeting.

Gents - I played it EVERYWAY I was instructed including using 3rd party title report experts and Planning did not use what you said was the supporting documentation that would clear this condition...

Gentlemen - nowwww do you think that is a fair "snap shot" of our support of the process?

The replacement well (2nd back up well) drilling had been completed and on March 12th proof of completion was provided Environmental Health and MPWMD. Production: over 500 gallons per minute

Please "correct" the agenda with the items we became compliant with during the two Planning Commission meetings and before the Supervisors meeting -

specifically:

- we cleared replacement well (drilled new well) and the other reg's such as water quality is an on-going process with our hydrologist and testing labs
- CV 3.20 (admin permit) determined (see Mr. Holm) was NOT applicable and replacement well permit issued and well drilled
- CV- 5.3 Water Reclamation and Conservation (signed off as being in compliance - removed from the 2nd Planning agenda)
- CV-5.4 Limit Development to Vacant Lots of Record (signed off as being in compliance - removed from the 2nd Planning agenda)

I hope this information helps and the issue for us is we "allow" what are honest mistakes stand and then second and third generations of new documents refer to information in prior documents when the information is not correct is generation one, two, or three... So "misinformation" becomes "vetted" over several generations of reports when it may not have been correct in generation 1.

Now that we have been given the "death blow" we want to insure the record is as correct as possible as we head into the litigation phase.

Do the enclosed documents and items cleared since the first Planning Commission meeting indicate we have been "slow rolling the process" or "non-compliant" to the options Planning has said need addressing? Today I am cutting checks for \$51,500.00 for consulting services needed since the first Planning Commission meeting or basically monies spent to "become compliant" over a 90 day period.

Thx for your anticipated help and understanding.

Brian Clark
831 899 6666

Your message is ready to be sent with the following file or link attachments:

Travers Well Zone Of Influence Map
Travers Well Zone Of Influence Map_#2
Travers_GeophysicalLog
WELL LOT-EXHIBIT
C-4
Distance-Dd and Radius Of Influence
Ex Well Desc
LEGAL DESCRIPTION EXHIBIT
Replacement Well Desc
Response#4_to_MCRMA
RofI Intermittent_CalcsBinder
Travers Replacement Well

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Schubert, Bob J. x5183

From: Brian Clark [brian@surfloan.com]
Sent: Friday, March 30, 2012 11:30 AM
To: Schubert, Bob J. x5183; Novo, Mike x5192
Cc: 'Brian Clark'
Subject: Biological - Updated BA - Val Verde

Gentlemen -

The updated biological report was completed March 23rd or before the Supervisors meeting. The original bio report from 2007 did not identify any EIR/CEQA areas of concern but given the report was from '07 it was suggested on that basis alone the work product would be challenged.

Planning recommended for the EIR we redo/update the report.

However - its been confirmed - we have rats... One living in a tree so there u go - given Carmel not just any 'ol rats - we have upscale rats!

Done - new report says current data same as 2007. Cost to redo/update biological \$2,000.00.

Another paperweight...

Enjoy -

Brian Clark



Legislation Details (With Text)

File #: 12-112 **Version:** 1 **Name:** San Juan Rd Safety & Overlay Improvements Project
Type: BoS Agreement **Status:** Consent Agenda
File created: 4/4/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**

Title: a. Award a Contract to Granite Rock Company dba Pavex Construction Division, the lowest responsible bidder, for the construction of the San Juan Road Safety & Overlay Improvements, Federal Aid Project No. HRRRL-5944(092), Contract No. 12-142165, in the amount of \$3,492,725;
b. Approve the Performance and Payment Bonds executed and provided by Granite Rock Company dba Pavex Construction Division;
c. Authorize a contingency (not to exceed 10% of the contract amount) to provide funding for approved contract change orders; and
d. Authorize the Director of Public Works to execute the contract and, subject to the terms of the Public Contract Code, approve change orders to the contract that do not exceed 10% of the original contract amount, and do not significantly change the scope of work.

Sponsors: Paul Greenway

Indexes:

Code sections:

Attachments: [San Juan overlay Project Budget](#)
[San Juan Overlay Bid Summary](#)
[San Juan Overlay Contract](#)
[San Juan Overlay Location Map](#)

Date	Ver.	Action By	Action	Result
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Title

a. Award a Contract to Granite Rock Company dba Pavex Construction Division, the lowest responsible bidder, for the construction of the San Juan Road Safety & Overlay Improvements, Federal Aid Project No. HRRRL-5944(092), Contract No. 12-142165, in the amount of \$3,492,725;
b. Approve the Performance and Payment Bonds executed and provided by Granite Rock Company dba Pavex Construction Division;
c. Authorize a contingency (not to exceed 10% of the contract amount) to provide funding for approved contract change orders; and
d. Authorize the Director of Public Works to execute the contract and, subject to the terms of the Public Contract Code, approve change orders to the contract that do not exceed 10% of the original contract amount, and do not significantly change the scope of work.

Body

RECOMMENDATIONS:

It is recommended that the Board of Supervisors:

a. Award a Contract to Granite Rock Company dba Pavex Construction Division, the lowest responsible bidder, for the construction of the San Juan Road Safety & Overlay Improvements, Federal Aid Project No. HRRRL-5944(092), Contract No. 12-142165, in the amount of \$3,492,725;
b. Approve the Performance and Payment Bonds executed and provided by Granite Rock Company dba Pavex

Construction Division;

c. Authorize a contingency (not to exceed 10% of the contract amount) to provide funding for approved contract change orders; and

d. Authorize the Director of Public Works to execute the contract and, subject to the terms of the Public Contract Code, approve change orders to the contract that do not exceed 10% of the original contract amount, and do not significantly change the scope of work.

SUMMARY/DISCUSSION:

On January 24, 2012, the Board of Supervisors approved the Plans and Special Provisions for the San Juan Road Safety & Overlay Improvements Project, Federal Aid Project No. HRRRL-5944(092), Contract No. 12-142165 (Project). The Project was advertised and the bids were opened on February 23, 2012. The lowest responsible bidder was Granite Rocks Company dba Pavex Construction Division in the amount of \$3,492,725. The Engineer's Estimate for the base bid was \$3,435,050. Project construction is scheduled to begin in May 2012.

The Project consists of installing radar speed feedback curve warning signs, safety delineation (full pattern raised pavement markers, etc) and overlaying San Juan Road from milepost 2.38 to milepost 8.49 (6.1 miles) with hot mix asphalt concrete. Failed pavement areas will be removed and replaced prior to the overlay.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel, and Contracts/Purchasing, attended the bid opening and reviewed the low bid for conformance with applicable regulations. The Office of the County Counsel, Auditor-Controller, and Risk Management approved the contract documents as to form, fiscal terms, and insurance provisions, respectively.

FINANCING:

There is no financial impact to the General Fund. Total estimated project cost, including project management, design, and construction, is \$4,456,170. The Project is funded by \$361,170 Federal High Risk Rural Road funds, \$45,000 Regional Surface Transportation Program funds, and \$4,050,000 Proposition 1B funds, for a total project amount of \$4,456,170. There are sufficient appropriations in the Public Works Road Fund (Fund 002, Unit 8195) to finance this Project.

Prepared by: Jonathan L. Pascua, P.E., Civil Engineer, (831) 755-8963

Approved by: Paul H. Greenway, P.E., Acting Director of Public Works

Benny J. Young, RMA Director

Attachments:

Project Budget; Bid Summary, Contract for Public Work and Bonds; Location Map

**MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS
SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
FEDERAL AID PROJECT NO. HRRRL-5944(092)
CONTRACT NO. 12-142165**

PROJECT BUDGET

Environmental and Design Engineering		
Department of Public Works Staff		\$247,427
Construction Engineering		\$366,745
Construction Contract		
Engineer's Estimate	\$3,492,725	
10% Contingency	<u>\$349,273</u>	
		<u>\$3,841,998</u>
TOTAL ESTIMATED PROJECT COST:		\$4,456,170

REVENUE

Federal High Risk Rural Road Funds		\$361,170
Regional Surface Transportation Program Funds		\$45,000
Proposition 1B Funds		<u>\$4,050,000</u>
TOTAL:		\$4,456,170

BID SUMMARY

BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

Project: San Juan Rd. Safety and Overlay Project Project No. 12-142165

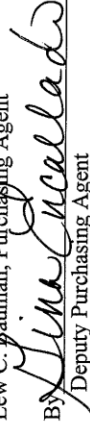
Department: Public Works

Authority: Ordinance No. 1862 as amended by Ordinance No. 2628

<u>Bidders:</u>	<u>Estimated Cost: Base Bid Amount</u>
1 O'Grady Paving, Inc. 2513 Wyandotte St. Mountain View, CA 94043-2314	\$ 3,494,944.80
2 Granite Rock Co. dba Pavex Construction Division 120 Granite Rock Way San Jose, CA 95136	\$ 3,492,795.00
3 Granite Construction Co. P. O. Box 720 Watsonville, CA 95077	\$ 3,587,587.00
4	\$
5	\$
6	\$
7	\$
8	\$

Certification: I certify that bids listed above were opened, examined, and declared by me at 3:00 p.m. on February 23, 2012, in the Clerk to the Board's Closed Session Room, 1st Fl., Government Center, Salinas, CA

Lew C. Bauman, Purchasing Agent

By:  Deputy Purchasing Agent

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

CONTRACT NO. 12-142165

THIS AGREEMENT, made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and Granite Rock Company dba Pavex Construction Division, hereinafter called the "Contractor," 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:

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
FEDERAL AID PROJECT NO: HRRRL-5944(092)
CONTRACT NO. 12-142165

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, dated May 2006, and the Standard Plans, dated May 2006, including issued amendments through November 30, 2010, of the State of California, Department of Transportation.

(b) A set of plans and cross sections (when applicable) entitled:

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
FEDERAL AID PROJECT NO: HRRRL-5944(092)
CONTRACT NO. 12-142165

(c) The Special Provisions for the work

(d) The Notice to Bidders calling for bids

(e) The Payment and Performance bonds required

(f) Local Agency Bidder – DBE Information, Exhibit 15-G(2)

(g) Certificate of Insurance

(h) 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)	Non-Collusion Affidavit
(5)	Debarment and Suspension Certification
(6)	Non-Lobbying Certification for Federal Aid Contracts
(7)	Disclosure of Lobbying Activities
(8)	Statement Concerning Employment of Undocumented Aliens
(9)	Contractor's Certificate as to Worker's Compensation
(10)	List of Satisfied Public Agencies
(11)	Bidder's Bond
(12)	Bidder's List
(13)	Local Agency Bidder - UDBE Commitment, Exhibit 15-G(1)
(14)	UDBE Information - Good Faith Efforts, Exhibit 15-H

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 employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this contract:

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
FEDERAL AID PROJECT NO: HRRRL-5944(092)
CONTRACT NO. 12-142165

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY ESTIMATE	ITEM PRICE (In Figures)	TOTAL (In Figures)
1	074017	Water Pollution Control Program	LS	LS	\$800.00	\$800.00
2	074016	Construction Site Management	LS	LS	\$2,500.00	\$2,500.00
3	120090	Construction Area Signs	LS	LS	\$4,475.00	\$4,475.00
4	120100	Traffic Control System Including Flagging	LS	LS	\$155,000.00	\$155,000.00
5	128650	Portable Changeable Message Sign	LS	LS	\$7,400.00	\$7,400.00
6	190101	Roadway Excavation (Island Removal)	CY	53	\$110.00	\$5,830.00

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY ESTIMATE	ITEM PRICE (In Figures)	TOTAL (In Figures)
7	731501	Minor Concrete (Island Construction)	CY	3	\$1,200.00	\$3,600.00
8	390132	Base Course(s) Type A HMA (Island Replacement to Existing Asphalt Surface, Minor Widening, etc.)	TN	63	\$120.00	\$7,560.00
9	374206	Seal Random Cracks in Existing Surfacing	LNMI	8.43	\$6,000.00	\$50,580.00
10	390095	HMA Replace Asphalt Concrete Surfacing (MP 2.38 TO 5.00)	TN	1334	\$115.00	\$153,410.00
11	390095	HMA Replace Asphalt Concrete Surfacing (MP 5.00 TO 8.49)	TN	1930	\$115.00	\$221,950.00
12		Remove Raised Pavement Markers	LS	LS	\$500.00	\$500.00
13		Remove Paint & Thermoplastic Traffic Stripe	LF	720	\$1.00	\$720.00
14	150718	Remove Thermoplastic Pavement Markings (MP 2.38 TO 5.00)	SF	560	\$2.00	\$1,120.00
15	150718	Remove Thermoplastic Pavement Markings (MP 5.00 TO 8.49)	SF	783	\$2.00	\$1,566.00
16	150771	Remove Asphalt Concrete Dike (MP 2.38 TO 8.49)	LF	3250	\$1.50	\$4,875.00
17	390132	HMA Overlay, Type A Asphalt, MP 2.38 to MP 8.49	TN	30871	\$83.00	\$2,562,293.00
18	394073	Place HMA Dike Type A (MP 2.38 TO 8.49)	LF	3250	\$3.80	\$12,350.00
19		Radar Speed Detection Curve Warning Sign	EA	2	\$18,370.00	\$36,740.00
20		Thermoplastic (4" inverted profile rt edgelines) Detail 27B mod. (MP 2.38 TO 5.00)	LF	27030	\$1.00	\$27,030.00
21		Thermoplastic (4" inverted profile rt edgelines) Detail 27B mod. (MP 5.00 TO 8.49)	LF	36301	\$1.00	\$36,301.00
22	840501	Thermoplastic 4-inch Solid Striping (MP 2.38 TO 5.00)	LF	17598	\$0.50	\$8,799.00
23	840501	Thermoplastic 4-inch Solid Striping, (MP 5.00 TO 8.49)	LF	38430	\$0.50	\$19,215.00
24	840525	Thermoplastic 4-inch Broken Striping, 36-12 (MP 2.38 TO 5.00)	LF	8798	\$0.50	\$4,399.00
25	840525	Thermoplastic 4-inch Broken Striping, 36-12 (MP 5.00 TO 8.49)	LF	7579	\$0.50	\$3,789.50
26	840506	Thermoplastic 8-inch Solid White Striping (MP 2.38 TO 5.00)	LF	1335	\$1.20	\$1,602.00
27	840506	Thermoplastic 8-inch Solid White Striping (MP 5.00 TO 8.49)	LF	720	\$1.20	\$864.00
28	840515	Thermoplastic Markings (MP 2.38 TO 5.00)	SF	560	\$3.50	\$1,960.00

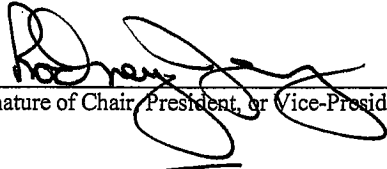
ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY ESTIMATE	ITEM PRICE (In Figures)	TOTAL (In Figures)
29	840515	Thermoplastic Markings (MP 5.00 TO 8.49)	SF	783	\$3.50	\$2,740.50
30		Monument Frame and Cover (MP 2.38 TO 8.49)	EA	35	\$557.00	\$19,495.00
31	850102	Raised Reflective Pavement Markers (MP 2.38 TO 5.00)	EA	982	\$2.00	\$1,964.00
32	850102	Raised Reflective Pavement Markers (MP 5.00 TO 8.49)	EA	1806	\$2.00	\$3,612.00
33	850101	Raised Non-reflective Pavement Markers (MP 2.38 TO 5.00)	EA	4344	\$1.50	\$6,516.00
34	850101	Raised Non-reflective Pavement Markers (MP 5.00 TO 8.49)	EA	8500	\$1.50	\$12,750.00
35	153103	Cold Plane Asphalt Pavement at Conform Locations (MP 2.38 TO 8.49)	SQYD	3444	\$6.00	\$20,664.00
36	190185	Shoulder Backing MP 2.38 TO 8.49	TN	2103	\$30.00	\$63,090.00
37	393001	Reinforcing fabric around edges of surface patches only (MP 2.38 to MP 8.49)	SQYD	1800	\$12.00	\$21,600.00
38		Paint Raised Island Curb	LS	LS	\$500.00	\$500.00
39	562007	Roadside Signs (MP 2.38 to MP 5.00)	EA	2	\$285.00	\$570.00
40	562007	Roadside Signs (MP 5.00 to MP 8.49)	EA	7	\$285.00	\$1,995.00
TOTAL BID						\$3,492,725.00

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates appearing below their respective signatures.

CONTRACTOR:

Granite Rock Company dba Pavex Construction Division

(Name of Company)

By: 
Signature of Chair, President, or Vice-President

RODNEY JENNY V.P.
Printed Name and Title

Date: 3/9/12

By: _____
Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer*

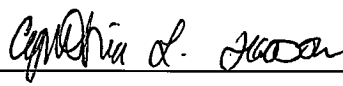
Printed Name and Title

Date: _____

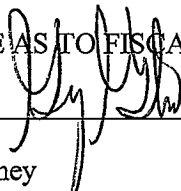
COUNTY OF MONTEREY:

By: _____
Name: Paul H. Greenway., P.E.
Title: Acting Director of Public Works
Dated: _____

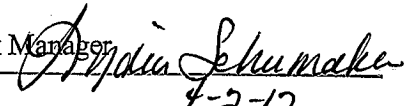
APPROVE AS TO FORM

By: 
Name: Cynthia L. Hasson
Title: Deputy County Counsel
Date: 3-30-12

APPROVE AS TO FISCAL TERMS

By: 
Name: Gary Giboney
Title: Chief Deputy Auditor-Controller
Date: 4-3-12

APPROVE AS TO INDEMNITY/
INSURANCE LANGUAGE
RISK MANAGEMENT

By: _____
Name: ~~Steven A. Maulk~~
Title: Risk Manager
Date: 
7-2-12

***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.

EXHIBIT 15-G2 LOCAL AGENCY BIDDER DBE INFORMATION (CONSTRUCTION CONTRACTS)

(Inclusive of all DBEs including the UDBEs listed at bid proposal)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS

AGENCY: Monterey County Resource LOCATION: County of Monterey, CA

PROJECT DESCRIPTION: Management Agency San Juan Road Safety & Overlay Improvements

TOTAL CONTRACT AMOUNT: \$ 3,492,725.

BID DATE: February 23, 2012

BIDDER'S NAME: Granite Rock Co., dba Pavex Construction Division

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT
				DBE
18	Place AC Dike	000219	AC Dike	4063.
3, 5	CAS, PCMS	000447	KRC Safety	11875.
1	SWPPP	38334	Appian	800.
17	Supply Emulsion	001378	Spirit Road Oils	38970.

For Local Agency to Complete:

Local Agency Contract Number: 12-142165

Federal Aid Project Number: HRRRL-5944(092)

Federal Share: CONTRACT ITEM No 1, 3, 4, 5 38.59%

Contract Award Date: 04/24/12

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

JONATHAN L. PASCUA [Signature] 4/5/12

Print Name Signature Date

Local Agency Representative

(Area Code) Telephone Number:

For Caltrans Review:

Print Name Signature Date

Caltrans District Local Assistance Engineer

Total Claimed
Participation

\$ 55708.

2 %

Signature of Bidder

[Signature]
Cathy Gracia Contract Admin.

Date
3-15-12

(Area Code) Tel. No.
(831) 768-2705

COUNTY OF MONTEREY

PERFORMANCE BOND

Bond # 929530272
Premium: \$9,430.00

Granite Rock Company, d.b.a.

WHEREAS, the County of Monterey has awarded to Principal, Pavex Construction Division as Contractor, a contract for the following project:

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
FEDERAL AID PROJECT NO: HRRRL-5944(092)
CONTRACT NO. 12-142165

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the faithful performance of said contract.

Granite Rock Company, d.b.a.

NOW, THEREFORE, we Pavex Construction Division, as Principal,
and Continental Casualty Company

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 Three Million, Four Hundred Ninety-Two Thousand, Seven Hundred Twenty-Five NO/100 (\$3,492,725.), 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

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 12th day of March, 2012, 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)

Granite Rock Company, d.b.a.
Pavex Construction Division

Principal

By

Name and Title

Bruce W. Woodpert
President

(Corporate Seal)

Continental Casualty Company

Surety

By

Name and Title

Deborah L. Tablak
Deborah L. Tablak
Attorney-in-Fact

(Attach notary acknowledgment for all signatures and attorney-in-fact certificate for signature by surety's representative)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

F R Hudson, III, David J Bachan, Deborah L Tablak, Yesenia Rivera, Individually

of Watsonville, CA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 30th day of August, 2011.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

[Signature]

Stathy Darcy Senior Vice President

State of Illinois, County of Cook, ss:

On this 30th day of August, 2011, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

[Signature]

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 12th day of March, 2012.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

[Signature]

Mary A. Ribikawskis Assistant Secretary

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

On **March 12, 2012**, before me, **Susan Moulton, Notary Public**, personally appeared **Deborah L. Tablak**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Susan Moulton
Susan Moulton

-----OPTIONAL-----

DOCUMENT AND SIGNER

Type: **Performance Bond # 929530272**

Principal: **Granite Rock Company, d.b.a. Pavex Construction Division**

Obligee: **County of Monterey**

Description: **San Juan Road Safety & Overlay Improvements**

Deborah L. Tablak is Attorney-in-Fact representing Continental Casualty Company

ACKNOWLEDGMENT

State of California
County of Santa Cruz

On March 14, 2012 before me, Vera Marie Roper, Notary Public
(insert name and title of the officer)

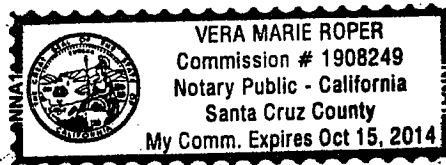
personally appeared Bruce W. Woolpert
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Vera M. Roper

(Seal)



Part 4, Title 15, Chapter 7: Payment Bond for Public Works).

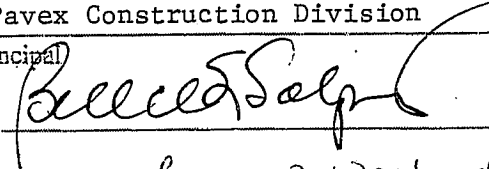
IN WITNESS WHERE OF the above-bounden parties have executed this instrument under their several seals this 12th day of March, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Granite Rock Company, d.b.a.
Pavex Construction Division

Principal

By

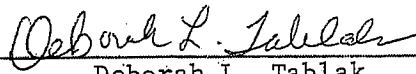

Name and Title Bruce W. Woolpert
President

(Corporate Seal)

Continental Casualty Company

Surety

By


Name and Title Deborah L. Tablak
Attorney-in-Fact

(Attach notary acknowledgment for all signatures and attorney-in-fact certificate for signature by surety's representative)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

F R Hudson, III, David J Bachan, Deborah L Tablak, Yesenia Rivera, Individually

of Watsonville, CA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 30th day of August, 2011.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

[Signature]
Stathy Darcy Senior Vice President

State of Illinois, County of Cook, ss:

On this 30th day of August, 2011, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

[Signature]
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 12th day of March, 2012.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

[Signature]
Mary A. Ribikawskis Assistant Secretary

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

On **March 12, 2012**, before me, **Susan Moulton, Notary Public**, personally appeared **Deborah L. Tablak**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Susan Moulton
Susan Moulton

-----OPTIONAL-----

DOCUMENT AND SIGNER

Type: **Payment Bond # 929530272**

Principal: **Granite Rock Company, d.b.a. Pavex Construction Division**

Obligee: **County of Monterey**

Description: **San Juan Road Safety & Overlay Improvements**

Deborah L. Tablak is Attorney-in-Fact representing Continental Casualty Company

ACKNOWLEDGMENT

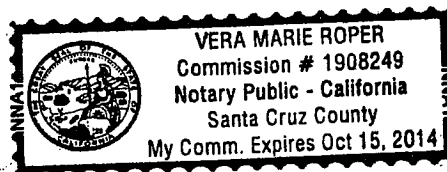
State of California
County of Santa Cruz

On March 14, 2012 before me, Vera Marie Roper, Notary Public
(insert name and title of the officer)

personally appeared Bruce W. Woolpert
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Vera M. Roper (Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0056172 McSherry & Hudson 575 Auto Center Drive P. O. Box 2690 Watsonville, CA 95076	1-831-724-3841	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	FAX (A/C, No):
INSURED GRANITE ROCK COMPANY DBA PAVEX CONSTRUCTION DIVISION P. O. BOX 50001 WATSONVILLE, CA 95077	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ZURICH AMERICAN INS CO		16535
	INSURER B: WESTCHESTER FIRE INS CO		21121
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 26044421

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Hazards <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	GL03472668-10	09/30/11	09/30/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ NIL PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Contractual Liability	X	X	BAP3472669-10	09/30/11	09/30/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			G22009163007	09/30/11	09/30/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 FOLLOWS FORM \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC3472667-10	09/30/11	09/30/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PAVEX JOB#4527, CONTRACT NO. 12-142165, SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
FEDERAL AID PROJECT NO. HRRRL-5944(092)
COUNTY OF MONTEREY AND ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED ADDITIONAL INSURED PER ATTACHED ENDORSEMENTS.

CERTIFICATE HOLDER

4527
COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS
168 W. ALISAL STREET, SECOND
SALINAS, CA 93905
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

mgarcia
ACORD 25 (2009/09)
26044421

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
03/09/2012

NAME OF INSURED: GRANITE ROCK COMPANY
DBA PAVEX CONSTRUCTION DIVISION

Policy Number: GLO 3472668-10
Zurich American Insurance Co.
Effective: 9/30/2011

COMMERCIAL GENERAL LIABILITY
CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION 1), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project and that limit is equal to the amount of the general Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by 'occurrences' under COVERAGE A (SECTION 1), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

rences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of

"bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.



ZURICH

Additional Insured — Automatic — Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Producer No.	Add'l. Prem	Return Prem.
GLO 3472668-10	9/30/2011	9/30/2012	McSherry & Hudson		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II —Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a *written contract or written agreement*.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I - Coverage A - Bodily Injury And Property Damage Liability and Section I - Coverage B - Personal And Advertising Injury Liability but only with respect to liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf, and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.
- C. However, regardless of the provisions of Paragraphs A. and B. above:
 - 1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceeds the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
 - 1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
 - 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
 - 2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV—Commercial General Liability Conditions.

This insurance is primary insurance as respects our coverage to the additional Insured person or organization, where the written contract or written agreement requires that this insurance be **primary and non-contributory** with respect to any other policy upon which the additional Insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV—Commercial General Liability Conditions.

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

Policy Number: GLO 3472668-10
Zurich American Insurance Co.
Effective Date: 9/30/2011

Commercial General Liability Coverage Part

Severability of Interest

The insurance afforded by this policy **applies severally** as to each insured except that the inclusion of more than one insured shall not operate to increase the limit of the company's liability and the inclusion hereunder of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

Waiver of Subrogation

The Company waives any right of recovery the Company may have against the person or organization shown in the Schedule because of payments the Company makes for injury or damage arising out of the named insured's ongoing operations or work done under a contract with that person or organization and included in the "products-completed operations hazard".

Schedule

Name of Person or Organization: Any person or organization that requires that the named insured waive the named insured's rights of recovery in a written contract or agreement with the named insured that is executed prior to the accident or loss.

Notice of Cancellation

If the Company cancels this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, the Company will mail a copy of such written notice of cancellation to the person or organization shown in the Schedule at least 30 days prior to the effective date of the cancellation. If the Company cancels this Coverage Part by written notice to the first Named Insured for nonpayment of premium, the Company will mail a copy of such written notice of cancellation to the person or organization shown in the Schedule at least 10 days prior to the effective date of such cancellation. If the Company reduces the coverage afforded by this Coverage Part, the Company will mail a written notice of such reduction in coverage to the person or organization shown in the Schedule at least 30 days prior to the effective date of the reduction in coverage.

Schedule

Name of Person or Organization: Any person or organization to whom the named insured is required by written contract or agreement to mail prior written notice of cancellation and/or reduction in coverage.

POLICY NO.: BAP 3472669-10
ZURICH AMERICAN INS. CO.
EFFECTIVE DATE: 09/30/2011

COMMERCIAL AUTO
CA 2048 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

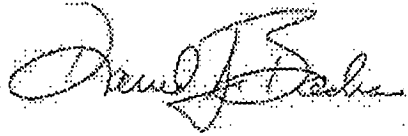
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is an Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 9/30/11	Countersigned By:  _____ Authorized Representative
---------------------------------------	---

SCHEDULE

Name of Person(s) or Organization(s): ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is an Insured Provision contained in Section II of the Coverage Form.

Policy Number: BAP 3472669-10

Commercial Auto Liability Coverage Part

Severability of Interest

Except with respect to the limit of insurance, the coverage afforded applies separately to each Insured who is seeking coverage or against whom a claim or suit is brought.

Waiver of Subrogation

The Company waives any right of recovery the Company may have against the designated person or organization shown in the schedule because of payments the Company makes for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by the named insured for the designated person or organization.

Schedule

Name of Person or Organization: All persons and/or organizations that require by written contract or agreement with the named insured, executed prior to the accident or loss, that waiver of subrogation be provided under this policy.

Notice of Cancellation

If the Company cancels or non-renews this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, the Company will mail a copy of such written notice of cancellation or non-renewal to the person or organization shown in the Schedule at least 30 days prior to the effective date of the cancellation or non-renewal. If the Company cancels this Coverage Part by written notice to the first Named Insured for nonpayment of premium, the Company will mail a copy of such written notice of cancellation to the person or organization shown in the Schedule at least 10 days prior to the effective date of such cancellation. If the Company reduces the coverage afforded by this Coverage Part, the Company will mail a written notice of such reduction in coverage to the person or organization shown in the Schedule at least 30 days prior to the effective date of the reduction in coverage.

Schedule

Name of Person or Organization: Any person or organization to whom the named insured is required by written contract or agreement to mail prior written notice of cancellation and/or reduction in coverage

WAIVER OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT REQUIRE BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **9/30/11**

Policy No.: **WC 3472667-10**

Insurance Company **Zurich American Insurance Company**

WC 00 03 13
(Ed. 4-84)

Notice of Cancellation

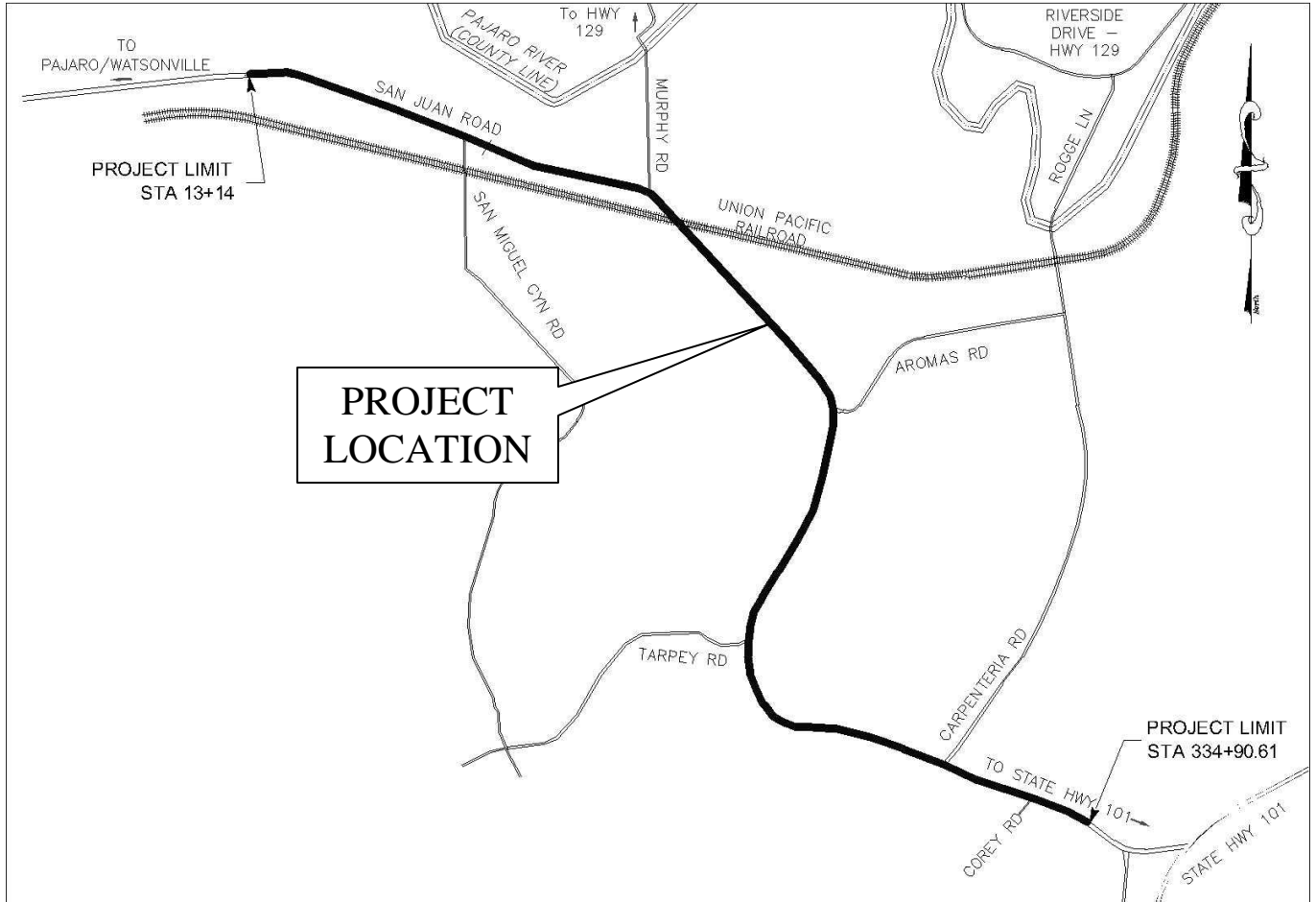
If the insurer cancels this policy by written notice to the named insured for any reason other than nonpayment of premium, the insurer will mail a copy of such written notice of cancellation to the person or organization shown in the Schedule. Notification to such person or organization will be provided at least 30 days prior to the effective date of the cancellation. If the insurer cancels this policy by written notice to the named insured for nonpayment of premium, the insurer will mail a copy of such written notice of cancellation to the person or organization shown in the Schedule at least 10 days prior to the effective date of such cancellation. If the insurer reduces the coverage afforded by this policy, the insurer will mail a written notice of such reduction in coverage to the person or organization shown in the Schedule at least 30 days prior to the effective date of the reduction in coverage.

Schedule

Name of Person or Organization: Any person or organization to whom the named insured is required by written contract or agreement to mail prior written notice of cancellation and/or reduction in coverage.

LOCATION MAP

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
FEDERAL AID PROJECT NO: HRRRL-5944(092)
CONTRACT NO. 12-142165





Legislation Details (With Text)

File #: 12-144 **Version:** 1 **Name:** Amend Mileage of Maintained County Rds.
Type: General Agenda **Status:** Consent Agenda
File created: 4/4/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**
Title: a. Amend the Mileage of Maintained County Roads; and
b. Authorize the Director of Public Works to forward the corrected maps and tabulations to the California Department of Transportation.
Sponsors: Public Works / RMA, Paul Greenway
Indexes:
Code sections:
Attachments: [04-24-12 Amend Mileage County- Summary Sheet](#)
[04-24-12Amend Mileage County - Spreckels street Additions](#)

Date	Ver.	Action By	Action	Result
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Title

a. Amend the Mileage of Maintained County Roads; and
b. Authorize the Director of Public Works to forward the corrected maps and tabulations to the California Department of Transportation.

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Amend the Mileage of Maintained County Roads; and
b. Authorize the Director of Public Works to forward the corrected maps and tabulations to the California Department of Transportation.

SUMMARY/DISCUSSION:

The California Streets and Highway Code, Section 2121, requires counties to submit to the California Department of Transportation in May of each year any additions or deletions to the Mileage of Maintained County Roads.

Revisions to the Mileage of Maintained County Roads may result from several occurrences, including construction of new roads, approval of freeway maintenance agreements, abandonments, annexations, and/or corrections to errors in existing tabulations. The mileage of maintained roads in Monterey County for 2011 is 1,234.09, which represents a net increase of 0.66 miles from 2010. A summary sheet detailing the increase is attached.

OTHER AGENCY INVOLVEMENT:

The California Department of Transportation will incorporate these revisions into the State Certified Mileage of

Maintained County Roads for Monterey County.

FINANCING:

There is no financial impact to the General Fund. However, miles maintained is a factor used in apportioning Highway Users Tax monies.

Prepared by: Enrique Saavedra P.E., Senior Civil Engineer, (831) 796-6043

Approved by: Paul H. Greenway P.E., Acting Director of Public Works
Benny J. Young, RMA Director

Attachments: Summary Sheet 2011 Mileage of Maintained County Roads;
Spreckels Street Additions to Mileage of Maintained County Roads 2011 Map

**SUMMARY SHEET
2011 MILEAGE OF MAINTAINED COUNTY ROADS
MONTEREY COUNTY**

<u>Road No. - Reason for Change</u>	<u>Road Name – Function Code No.</u>	<u>Length (Miles)</u>
<u>Additions:</u>		
New Subdivision in Spreckels		
	Nacional Avenue FC 19	0.30
	First Street FC 19	0.08
	Second Street FC 19	0.08
	Third Street FC 19	0.04
	Fourth Street FC 19	0.08
	Fifth Street FC 19	<u>0.08</u>
Total:		0.66
<u>Deletions:</u>		
Total:		0.00
2010 Mileage of Maintained County Roads		1,233.43
Total Additions		+0.66
Total Deletions		<u>0.00</u>
2011 Mileage of Maintained County Roads		1,234.09

Spreckels Street Additions to Mileage of Maintained County Roads 2011

Nacional Avenue	0.30 miles
First Street	0.08 miles
Second Street	0.08 miles
Third Street	0.04 miles
Fourth Street	0.08 miles
Fifth Street	0.08 miles
Total Miles	0.66 miles





Legislation Details (With Text)

File #: 12-166 **Version:** 1 **Name:** Award Tombleson \$61,875 Jail Restroom Renovations
Type: BoS Agreement **Status:** Consent Agenda
File created: 4/13/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**

Title: a. Award a contract to Tombleson, Inc., the lowest responsible and responsive bidder, for the Jail Restroom Renovation - 1410 Natividad Rd, Project No. 8546, Bid Package No. 10345, in the total amount of \$61,875;
b. Approve the Performance and Payment Bonds executed and provided by Tombleson, Inc.;
c. Authorize a contingency (not to exceed 10 percent of the contract amount) to provide funding for approved contract change orders; and
d. Authorize the Director of Public Works to execute the contract and, subject to the terms of the Public Contract Code, approve contract change orders where total change orders do not exceed 10 percent of the original contract amount, and do not significantly alter the scope of the work.

Sponsors:

Indexes:

Code sections:

Attachments: [Project Budget for Tombleson Inc-Jail Restroom Renovation -1410 Natividad](#)
[Bid Summary for Tombleson Inc-Jail Restroom Renovation-1410 Natividad](#)
[Agreement for Tombleson Inc-Jail Restroom Renovation-1410 Natividad](#)
[Location Map for Tombleson Inc-Jail Restroom Renovation-1410 Natividad](#)

Date	Ver.	Action By	Action	Result
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Title

a. Award a contract to Tombleson, Inc., the lowest responsible and responsive bidder, for the Jail Restroom Renovation - 1410 Natividad Rd, Project No. 8546, Bid Package No. 10345, in the total amount of \$61,875;
b. Approve the Performance and Payment Bonds executed and provided by Tombleson, Inc.;
c. Authorize a contingency (not to exceed 10 percent of the contract amount) to provide funding for approved contract change orders; and
d. Authorize the Director of Public Works to execute the contract and, subject to the terms of the Public Contract Code, approve contract change orders where total change orders do not exceed 10 percent of the original contract amount, and do not significantly alter the scope of the work.

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Award a contract to Tombleson, Inc., the lowest responsible and responsive bidder, for the Jail Restroom Renovation - 1410 Natividad Rd, Project No. 8546, Bid Package No. 10345, in the total amount of \$61,875;
b. Approve the Performance and Payment Bonds executed and provided by Tombleson, Inc.;
c. Authorize a contingency (not to exceed 10 percent of the contract amount) to provide funding for approved contract change orders; and

d. Authorize the Director of Public Works to execute the contract and, subject to the terms of the Public Contract Code, approve contract change orders where total change orders do not exceed 10 percent of the original contract amount, and do not significantly alter the scope of the work.

SUMMARY/DISCUSSION:

On January 10, 2012, the Board approved the Plans and Specifications for Jail Restroom Renovation - 1410 Natividad Rd, Project No. 8546, Bid Package No. 10345 (Project). The Project was advertised and bids were opened on February 16, 2012. The lowest responsible bidder is Tomblason, Inc., with a bid in the amount of \$61,875. The Project is scheduled to begin in April 2012, with completion by July 2012.

Work to be done for the base bid elements consists, in general, of installing new floor, wall and ceiling finishes, repair or replacement of stainless steel access covers, selective demolition of masonry, and related tasks at the Monterey County Adult Detention Facility, Dorms D and E's Restrooms. The Engineer's estimate for construction of the base bid elements is \$100,000.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and Contracts/Purchasing attended the bid opening and reviewed the low bid for conformance with applicable regulations. The Office of the County Counsel, Auditor-Controller, and Risk Management, have reviewed and approved the contract documents as to form and legality, fiscal terms, and insurance provisions, respectively.

FINANCING:

There is no impact to the General Fund. The initial Project budget was established from the remaining funds from Project 8516, the Emergency Phase of Jail Showers and Restroom Renovations, in the amount of \$281,366, held in Facilities Projects Fund (Fund 401, Unit 8184).

On October 11, 2011, the Board approved the FY 2011-12 Capital Project Fund 402 projects and associated budget modifications, including an additional allocation of \$262,634 into Facilities Projects Fund (Fund 401, Unit 8184), for a total project budget of \$544,000. On March 20, 2012, the Board authorized the reallocation of \$210,000 from this Project to 1410 Natividad - Refurbish Kitchen, Project No. 8532. The revised project budget for the Project is \$334,000. This amount is sufficient to cover estimated Project costs for design, engineering, and the renovations to the restrooms in Dorms D and E. Total costs for the Project to date are \$21,007. Any remaining funds after the Project is complete will be transferred back to Fund 402 to be redirected to other projects.

Prepared by: Richard P. Sauerwein, Jr., P.E. (831) 796-3071

Approved by: _____
Paul H. Greenway, P.E., Acting Director of Public Works

Benny J. Young, RMA Director

Attachments: Project Budget; Bid Summary; Agreement and Bonds; Location Map

**MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS
JAIL RESTROOM RENOVATION - 1410 NATIVIDAD RD
PROJECT NO. 8546, BID PACKAGE NO. 10345**

PROJECT BUDGET

Design and Engineering, Professional Services		
Paul Davis Partnership		\$10,660
M3 Environmental Consulting		\$3,000
Department of Public Works – Project Management		\$68,340
Construction		
Engineer’s Estimate of Construction Costs	\$61,875	
10% Contingency	<u>6,188</u>	
		\$68,063
Abatement and Hazardous Mitigation		\$10,000
Fixtures and Equipment		<u>\$173,937</u>
TOTAL ESTIMATED PROJECT COST:		\$334,000
TOTAL COSTS TO DATE:		\$21,007
PROJECT BALANCE TO DATE:		\$312,993

FUNDING SOURCE

Facilities Projects Fund (Fund 401, Unit 8184)		<u>\$334,000</u>
TOTAL:		\$334,000

BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

Project: Jail Restroom Renovation Project No. 8546 Package No. 10345

Department: Public Works

Authority: Ordinance No. 1862 as amended by Ordinance No. 2628

<u>Bidders:</u>		<u>Estimated Cost:</u> Base Bid Amount
1	Castlewood Construction Co. Inc. 835 W. San Martin Ave. San Martin, CA 95046	\$ 74,500.00
2	Otto Construction 2150 Garden Road Suite A1 Monterey, CA 93940	\$ 68,100.00
3	William A. Thayer Construction, Inc. 2600 Garden Road, Suite 215 Monterey, CA 93940	\$ 73,700.00
4	Tombleson Incorporated PO Box 1388 Salinas, CA 93902	\$ 61,875.00
5	Knowlton Construction PO Box 1154 Freedom CA 95019	\$ 88,960.00
6		\$
7		\$
8		\$

Certification: I certify that bids listed above were opened, examined, and declared by me at ~~2:00pm~~ on February 16, 2012, in the Clerk to the Board's Closed Session Room, 1st Fl., Government Center, Salinas, CA

By  Lew C. Bauman, Purchasing Agent

Deputy Purchasing Agent

AGREEMENT

THIS AGREEMENT is made by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter called "COUNTY," and **TOMBLESSEN INCORPORATED**, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is **APRIL 10, 2012**.

COUNTY AND CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK.

CONTRACTOR shall, within the time stipulated, perform the contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project: **JAIL RESTROOM RENOVATION-1410 NATIVIDAD RD, PROJECT NO. 8546, BID PACKAGE NO. 10345.**

All work shall be completed in strict conformance with the plans, specifications, and working details prepared by The Paul Davis Partnership, LLP, and the provisions of the documents listed in Article 6 below, and to the satisfaction of the COUNTY.

ARTICLE 2. TIME FOR START AND COMPLETION.

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall complete the bid work within the overall project duration of ***SEVENTY-FIVE (75)*** days as it pertains to CONTRACTOR's scope of work as defined by the contract documents. Additionally, CONTRACTOR shall coordinate their work with all other contractors whose work is affected by the scope of work defined in this Agreement. CONTRACTOR expressly agrees to provide appropriate labor, material and equipment in response to adjustments in the Project Schedule made by the Monterey County Director of Public Works or his/her designee during the course of the project in order to maintain the required progress.

ARTICLE 3. CONTRACT PRICE.

COUNTY shall pay CONTRACTOR as full consideration for the performance of the contract, subject to any additions or deductions as provided in the contract documents, the contract sum of **SIXTY-ONE THOUSAND, EIGHT HUNDRED SEVENTY-FIVE DOLLARS, (\$61,875.00).**

ARTICLE 4. LIQUIDATED DAMAGES.

THE PARTIES AGREE THAT IN CASE ALL THE WORK CALLED FOR UNDER THE CONTRACT IN ALL PARTS AND REQUIREMENTS IS NOT COMPLETED WITHIN THE TIME SPECIFIED IN THE CONTRACT DOCUMENTS, DAMAGE WILL BE SUSTAINED BY THE COUNTY, AND THAT IT IS AND WILL BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE WHICH THE COUNTY WILL THEREBY SUSTAIN. THE PARTIES THEREFORE AGREE THAT THE CONTRACTOR WILL PAY TO THE COUNTY THE SUM SET FORTH IN THE ***SPECIAL CONDITIONS***, IF ANY, FOR EACH CALENDAR DAY OF DELAY UNTIL THE WORK IS COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE TOTAL AMOUNT THEREOF. THE CONTRACTOR AGREES TO PAY SAID LIQUIDATED DAMAGES ESTABLISHED HEREIN, AND FURTHER AGREES THAT THE COUNTY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONIES DUE OR THAT MAY BECOME DUE THE CONTRACTOR UNDER THE CONTRACT.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS.

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS CONTRACT.

The contract entered into by this Agreement consists of the following documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors Inviting Formal Bids
- Information for Bidders
- Bid, as accepted
- List of Subcontractors
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Affidavit Concerning Employment of Undocumented Aliens
- Contractor's Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond for Public Works
- Insurance Certificate
- General Conditions of Bid 10345 Project Manual
- Special Conditions of Bid 10345 Project Manual
- Specifications & Plans
- Working Details
- Project Addenda Nos. 1 & 2 as issued.
- Exhibits (List): M3 Inspection Report

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

COUNTY OF MONTEREY

By: _____

Name: Paul H. Greenway, P.E.

Title: Acting Director of Public Works

Date: _____, 2012

**APPROVED AS TO FORM
CONTRACTS/PURCHASING**

By: _____

Name: Mike Derr

Title: Contracts/Purchasing Officer

Date: _____, 2012

APPROVED AS TO FORM & LEGALITY

COUNTY COUNSEL

By: _____

Name: Jess Avila

Title: Deputy County Counsel

Date: 4-10, 2012

APPROVED AS TO FISCAL TERMS

COUNTY AUDITOR-CONTROLLER

By: _____

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: 4-11, 2012

APPROVED AS TO INDEMNITY/INSURANCE LANGUAGE

RISK MANAGEMENT

RISK MANAGEMENT

By: COUNTY OF MONTEREY

Name: Steven F. Mauck
**APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE**

Title: Risk Manager

By: Mydia Schumaker

Date: 4-10-12, 2012

CONTRACTOR: TOMBLESON INC.

By: _____

Name: Steve Locke

Title: President

Date: March 1st, 2012

By: _____

Name: Mike Locke

Title: Corporate Secretary

Date: March 1st, 2012

COMPANY ADDRESS:

TOMBLESON INCORPORATED

ATTN: PRESIDENT STEVE LOCKE

P O BOX 1388

SALINAS CA 93902

Contractor's License Type: B

License Number: 126454

License Expiration Date: 10/31/2013

NOTE: Contractors are required to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, PO Box 26000, Sacramento CA 95826

*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.

Bond No.: 08950623
Premium: \$681.00

DIVISION 00600 PERFORMANCE BOND PROJECT 8546, BID NO. 10345
JAIL RESTROOM RENOVATION-1410 NATIVIDAD RD
PAGE 1 OF 2

PERFORMANCE BOND
(Public Contract Code Section 20129)

WHEREAS, the County of Monterey has awarded to Principal,

Tombleson, Inc.

as Contractor, for the following project:

JAIL RESTROOM RENOVATION-1410 NATIVIDAD RD, PROJECT NO. 8546, BID PACKAGE NO. 10345; and

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 Tombleson, Inc.

as Principal, and Fidelity and Deposit Company of Maryland

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 Sixty One Thousand Eight Hundred Seventy Five & 00/100 Dollars (\$61,875.00), 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 indemnify, defend, 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 the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a contract between such bidder and the County of Monterey, and make available as work progresses (even though there should be a default or 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 the 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 attorneys' fees, court costs, expert witness fees and investigation expenses.

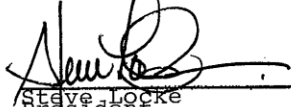
IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 21st day of March, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Tombleson, Inc.

Principal

By:


Steve Locke
President

Title:

(Corporate Seal)

Fidelity and Deposit Company of Maryland

Surety

By:


Clarice Lee

Title:

Attorney In Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles

On March 13, 2012 before me, Teri Jackson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Clarice Lee
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Teri Jackson
Signature of Notary Public Teri Jackson



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:
Fidelity and Deposit Company of Maryland

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Teresa I. JACKSON and Clarice LEE, both of Torrance, California**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney, revokes that issued on behalf of Teresa I. JACKSON, Clarice LEE, dated August 13, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of May, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Theodore G. Martinez

By:

Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 12th day of May, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2015

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ...and to affix the seal of the Company thereto."

CERTIFICATE

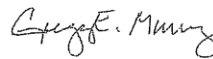
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 10th day of April, 2012.



Assistant Secretary

ACKNOWLEDGMENT

State of California
County of Monterey)

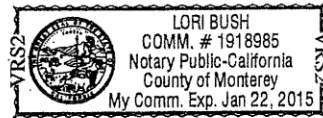
On 3-21-12 before me, Lori Bush, Notary Public
(insert name and title of the officer)

personally appeared Steve Locke
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lori Bush (Seal)



PAYMENT BOND
(Civil Code section 3248)

WHEREAS, the County of Monterey has awarded to Principal,

Tombleson, Inc.

as Contractor, a contract for the following project:

**JAIL RESTROOM RENOVATION-1410 NATIVIDAD RD, PROJECT NO. 8546, BID
PACKAGE NO. 10345; 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 Tombleson, Inc.

as Principal, and Fidelity and Deposit Company of Maryland

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 3181 in the penal sum of Sixty One Thousand Eight Hundred Seventy Five & 00/100 Dollars (\$ 61,875 .00), 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 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 3181 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 under the contract 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 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 attorneys' 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 3181, 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 3247 et seq. (Civil Code, Division 3, Part 4, Title 15, Chapter 7: Payment Bond for Public Works).

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals this 21st day of March, 2012, 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)

Tombleson, Inc.
Principal
By [Signature]
Steve Locke
Title President

(Corporate Seal)

Fidelity and Deposit Company of Maryland
Surety
By [Signature]
Clarice Lee
Title Attorney In Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument enjoining or authorizing person executing bond on behalf of Surety to do so.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles

On March 13, 2012 before me, Teri Jackson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Clarice Lee
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature *Teri Jackson*
Signature of Notary Public Teri Jackson



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:
Fidelity and Deposit
Company of Maryland

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

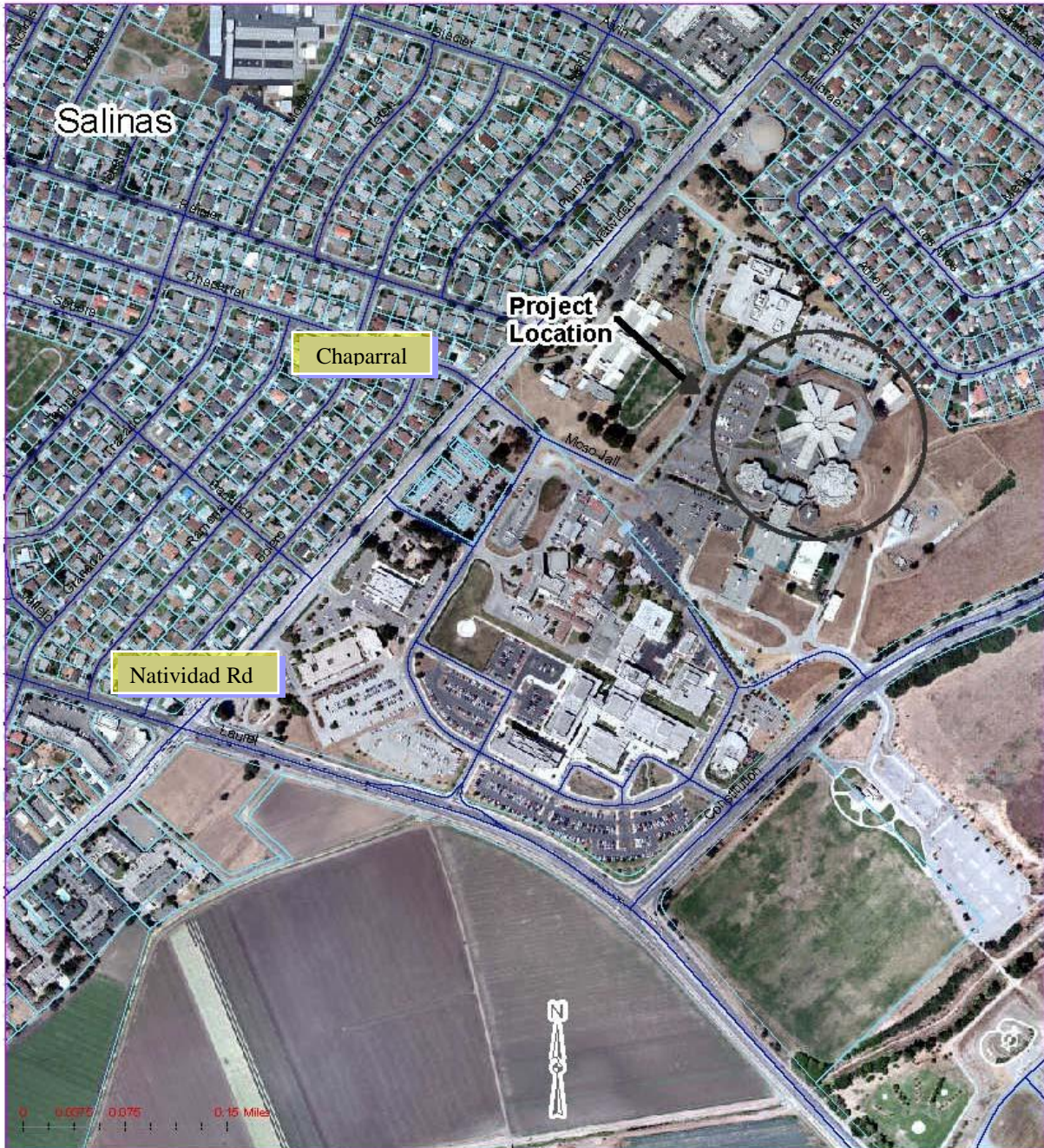
RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

LOCATION MAP

JAIL RESTROOM RENOVATION - 1410 NATIVIDAD RD PROJECT NO. 8546 BID PACKAGE NO. 10345





Legislation Details (With Text)

File #:	12-171	Version:	1	Name:	Procurement Asphalt Emulsion Seal Coat 2012 Project
Type:	General Agenda	Status:		Status:	Consent Agenda
File created:	4/16/2012	In control:		In control:	Board of Supervisors
On agenda:	5/1/2012	Final action:		Final action:	
Title:	a. Approve Plans and Special Provisions for the Procurement (Delivery and Application) of Asphalt Emulsion for the Seal Coat 2012 Project, Contract No. 13-551327; and b. Authorize the Department of Public Works to advertise the "Notice to Bidders" in The Californian for ten consecutive times, commencing May 4, 2012.				
Sponsors:	Public Works / RMA				
Indexes:					
Code sections:					
Attachments:	Project Budget Procurement Asphalt Emulsion Seal Coat 2012 Notice to Bidders Procurement Asphalt Emulsion Seal Coat 2012 Book 1 Special Provisions Asphalt Emulsion Seal Coat 2012 Book 2-Special Provisions Asphalt Emulsion Seal Coat 2012 Location Map Procurement Asphalt Emulsion Seal Coat 2012				

Date	Ver.	Action By	Action	Result
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Title

a. Approve Plans and Special Provisions for the Procurement (Delivery and Application) of Asphalt Emulsion for the Seal Coat 2012 Project, Contract No. 13-551327; and
b. Authorize the Department of Public Works to advertise the "Notice to Bidders" in *The Californian* for ten consecutive times, commencing May 4, 2012.

Body

RECOMMENDATIONS:

It is recommended that the Board of Supervisors:

a. Approve Plans and Special Provisions for the Procurement (Delivery and Application) of Asphalt Emulsion for the Seal Coat 2012 Project, Contract No. 13-551327; and
b. Authorize the Department of Public Works to advertise the "Notice to Bidders" in *The Californian* for ten consecutive times, commencing May 4, 2012.

SUMMARY/DISCUSSION:

Approval of the Plans and Special Provisions to the Standard Specifications will authorize the Department of Public Works to proceed with advertising for the Procurement (Delivery and Application) of Asphalt Emulsion for the Seal Coat 2012 Project, Contract No. 13-551327 (Project). The bid opening is set for May 29, 2012, at 2:00 p.m., in the Board of Supervisors' Conference Room 1032, Monterey County Government Center, 168 West Alisal Street, 1st Floor, Salinas, CA 93901. Project construction is scheduled to begin in August 2012.

The contract for the procurement of emulsion is a component of the Project. The contract consists of the purchase, delivery, and spreading of asphalt emulsion to various roads countywide. Contingent upon funding

availability, the Project proposes to scrub seal and fog seal the entire length of Molera Road in the San Miguel District and Carmel Valley Road from Rancho San Carlos to Schulte Road in the Monterey District. The Greenfield District will chip seal Freeman Flat Road, Oasis Road, Lockwood-San Lucas Road, and Bunte Road while the San Ardo District also chip seals Pine Canyon Road and Paris Valley Road. These roads are being readied for sealing with FY 2011-12 General Fund contribution to the Road Fund. The Bridge and Roads Maintenance Division of the Department of Public Works is doing preparatory patching work. The Project is categorically exempt from CEQA pursuant to State CEQA guidelines Section 15301(c).

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel, Auditor-Controller, and Risk Management have reviewed and approved the Special Provisions as to form and legality, fiscal terms, and insurance provisions respectively.

FINANCING:

There is no financial impact to the General Fund. Total estimated project cost, including project management, engineering, and construction, is \$505,000. There are sufficient appropriations in the Public Works Road Fund (Fund 002, Unit 8195) to finance this Project.

Prepared by: Arturo A. Adlawan, P.E., Senior Civil Engineer, (831) 755-4823

Approved by: Paul H. Greenway, P.E., Acting Director of Public Works

Approved by: Benny J. Young, RMA Director

Attachments: Project Budget; Notice to Bidders; Plans and Special Provisions; Location Map

MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS
Procurement (Delivery and Application) of Asphalt Emulsion
for the Seal Coat 2012 Project
Contract No. 13-551327

CONTRACT BUDGET

Environmental and Design Engineering		
Public Works Staff		\$5,000
Construction Engineering		\$5,000
Construction Contract		
Engineer's Estimate	\$450,000	
10% Contingencies	<u>\$45,000</u>	
		<u>\$495,000</u>
TOTAL ESTIMATED PROJECT COST:		\$505,000

REVENUE

Road Fund (Fund 002, Unit 8195)		<u>\$505,000</u>
TOTAL:		\$505,000

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

Sealed bids will be received at the OFFICE OF THE COUNTY CLERK OF THE COUNTY OF MONTEREY, 168 W. ALISAL STREET 1ST FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS CA 93902-1728), until 2:00 p.m., on May 29, 2012, for the

PROCUREMENT (DELIVERY and APPLICATION)
of ASPHALT EMULSION for the
SEAL COAT 2012 PROJECT
PROJECT NO. 13-551327

as shown on the plans, at which time they will be publicly opened and read in the Board of Supervisors' Conference Room 1032.

The work to be done consists, in general, of delivery and application of asphalt emulsion to various locations around Monterey County (approximately 515,000 total square yards of scrub seal, chip seal and fog seal). The Engineer's Estimate for this project is \$450,000 including delivery, accessorial charges, and sales tax of 8.25% for asphalt materials.

The Bidder shall possess either a valid Class A license or a combination of Class C-12 and C-32 licenses at the time this contract is awarded.

A bidder's bond, issued by an admitted corporate surety company in an amount equal to at least ten percent 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 100 percent 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 DEPARTMENT OF PUBLIC WORKS, 168 W. ALISAL STREET, 2ND FLOOR, SALINAS, CALIFORNIA 93901 for a nonrefundable fee of \$5.00. The electronic files can be used to print the project plans (full or half size), 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 Department of Public Works, 168 W. Alisal Street, 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 Public Contract Code section 22300, the Contractor may substitute securities for any moneys withheld by the County to ensure performance under the contract.

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: May 1, 2012

PAUL H. GREENWAY, P.E.
ACTING DIRECTOR OF PUBLIC WORKS
COUNTY OF MONTEREY

MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC WORKS

BOOK ONE

**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**PROCUREMENT (DELIVERY and APPLICATION)
of ASPHALT EMULSION for the
SEAL COAT 2012 PROJECT
PROJECT NO. 13-551327**



COVER SHEET

BOOK ONE

NOTICE TO BIDDERS AND SPECIAL PROVISIONS

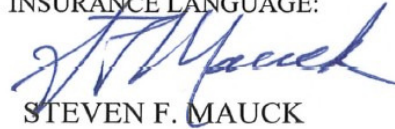
PROCUREMENT (DELIVERY and APPLICATION) of ASPHALT EMULSION for the SEAL COAT 2012 PROJECT PROJECT NO. 13-551327

APPROVED AS TO FORM:



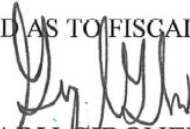
CYNTHIA L. HASSON
Deputy County Counsel

APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE:



STEVEN F. MAUCK
Risk Manager

APPROVED AS TO FISCAL TERMS:



GARY GIBONEY
Chief Deputy Auditor Controller

TITLE SHEET

BOARD OF SUPERVISORS
COUNTY OF MONTEREY
STATE OF CALIFORNIA

Dave Potter, Chair
Fernando Armenta
Louis R. Calcagno
Simón Salinas
Jane B. Parker

Lew C. Bauman, P.E., Ph.D., County Administrative Officer
Benny J. Young, P.E. Resource Management Agency Director
Paul H. Greenway, P.E., Acting Director of Public Works
Marvin A. Rose, P.E., Interim Assistant Director of Public Works
Arturo A. Adlawan, P.E., Senior Civil Engineer
Jonathan L. Pascua, P.E., Project Engineer
Balbino C. Lupisan Project Manager

NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS

**PROCUREMENT (DELIVERY and APPLICATION)
of ASPHALT EMULSION for the
SEAL COAT 2012 PROJECT
PROJECT NO. 13-551327**

IN

MONTEREY COUNTY

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS, DATED MAY 2006, THE STANDARD PLANS, DATED MAY 2006, INCLUDING ISSUED AMENDMENTS THROUGH NOVEMBER 30, 2010; 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.

168 W. Alisal Street 2nd Floor
Salinas, CA 93901-2438
(831) 755-4800

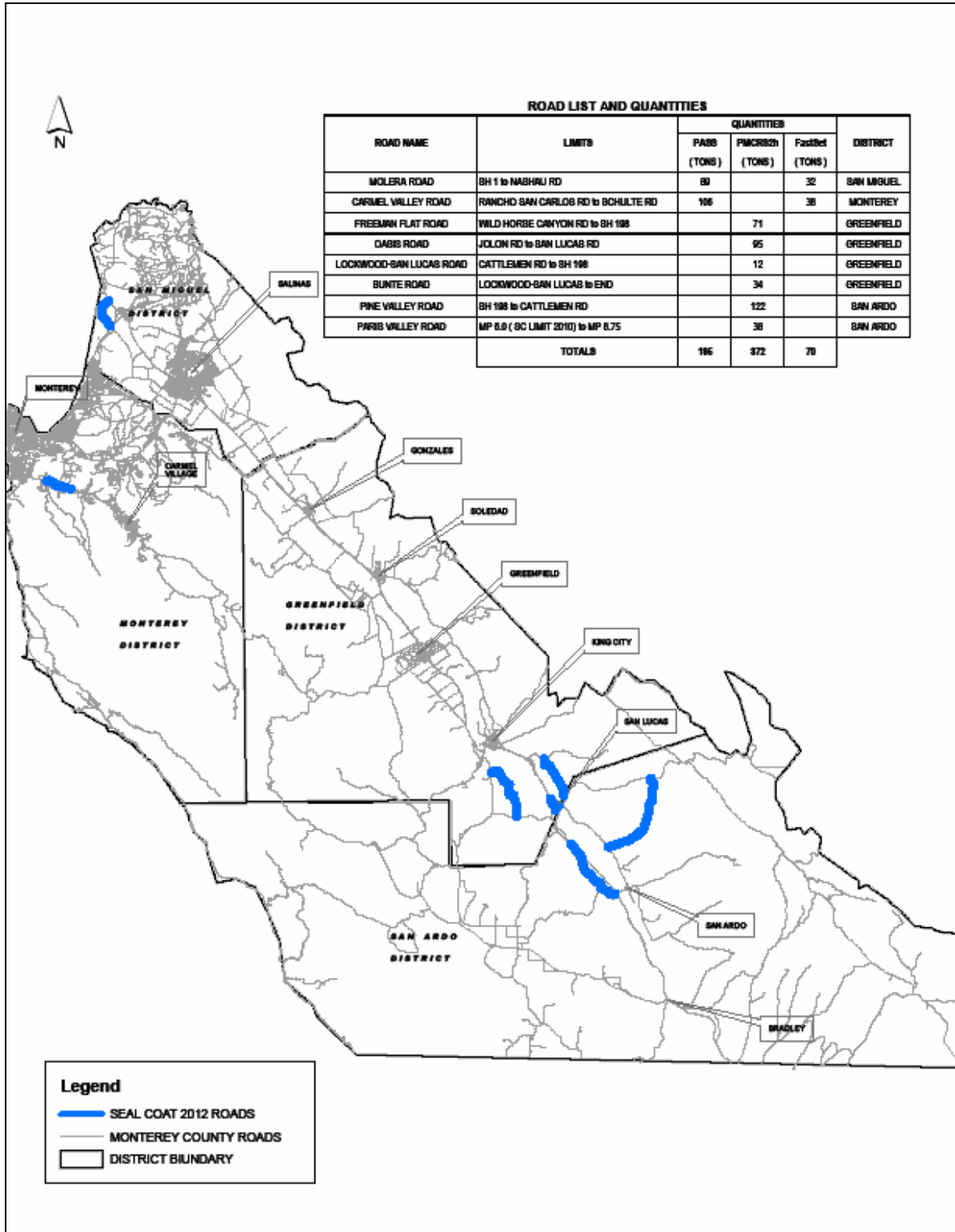
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LOCATION MAP

PROCUREMENT (DELIVERY and APPLICATION) of ASPHALT EMULSION for the SEAL COAT 2012 PROJECT PROJECT NO. 13-551327



ROAD LIST AND QUANTITIES

**PROCUREMENT (DELIVERY and APPLICATION) of ASPHALT EMULSION
for the SEAL COAT 2012 PROJECT
PROJECT NO. 13-551327**

ROAD NAME	LIMITS	QUANTITIES			DISTRICT
		PASS (TONS)	PMCRS2h (TONS)	FastSet (TONS)	
MOLERA ROAD	SH 1 to NASHAU RD	89		32	SAN MIGUEL
CARMEL VALLEY ROAD	RANCHO SAN CARLOS RD to SCHULTE RD	106		38	MONTEREY
FREEMAN FLAT ROAD	WILD HORSE CANYON RD to SH 198		71		GREENFIELD
OASIS ROAD	JOLON RD to SAN LUCAS RD		95		GREENFIELD
LOCKWOOD-SAN LUCAS ROAD	CATTLEMEN RD to SH 198		12		GREENFIELD
BUNTE ROAD	LOCKWOOD-SAN LUCAS to END		34		GREENFIELD
PINE VALLEY ROAD	SH 198 to CATTLEMEN RD		122		SAN ARDO
PARIS VALLEY ROAD	MP 6.0 (SC LIMIT 2010) to MP 8.75		38		SAN ARDO
	TOTALS	195	372	70	

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

Sealed bids will be received at the OFFICE OF THE COUNTY CLERK OF THE COUNTY OF MONTEREY, 168 W. ALISAL STREET 1ST FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS CA 93902-1728), until 2:00 p.m., on May 29, 2012, for the

PROCUREMENT (DELIVERY and APPLICATION)
of ASPHALT EMULSION for the
SEAL COAT 2012 PROJECT
PROJECT NO. 13-551327

as shown on the plans, at which time they will be publicly opened and read in the Board of Supervisors' Conference Room 1032.

The work to be done consists, in general, of delivery and application of asphalt emulsion to various locations around Monterey County (approximately 515,000 total square yards of scrub seal, chip seal and fog seal). The Engineer's Estimate for this project is \$450,000 including delivery, accessorial charges, and sales tax of 8.25% for asphalt materials.

The Bidder shall possess either a valid Class A license or a combination of Class C-12 and C-32 licenses at the time this contract is awarded.

A bidder's bond, issued by an admitted corporate surety company in an amount equal to at least ten percent 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 100 percent 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 DEPARTMENT OF PUBLIC WORKS, 168 W. ALISAL STREET, 2ND FLOOR, SALINAS, CALIFORNIA 93901 for a nonrefundable fee of \$5.00. The electronic files can be used to print the project plans (full or half size), 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 Department of Public Works, 168 W. Alisal Street, 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 Public Contract Code section 22300, the Contractor may substitute securities for any moneys withheld by the County to ensure performance under the contract.

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: May 1, 2012

PAUL H. GREENWAY, P.E.
ACTING DIRECTOR OF PUBLIC WORKS
COUNTY OF MONTEREY

RESOURCE MANAGEMENT AGENCY
DEPARTMENT OF PUBLIC WORKS
COUNTY OF MONTEREY
STATE OF CALIFORNIA

SPECIAL PROVISIONS

**PROCUREMENT (DELIVERY and APPLICATION)
of ASPHALT EMULSION for the
SEAL COAT 2012 PROJECT
PROJECT NO. 13-551327**

SECTION 1 – DEFINITION AND TERMS

1-1.01 SPECIFICATIONS AND PLANS:

The work embraced herein shall be done in accordance with the Standard Specifications and Standard Plans, dated May 2006, of the State of California, Department of Transportation, as amended, 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.

Amendments 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 5-1.04, "Contract Components" of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

1-1.02 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:

1-1.03 DEFINITIONS:

The following terms defined in Section 1, "Definitions and Terms," of the Standard Specifications shall be interpreted to have the following meaning and intent:

State:	County of Monterey
Department:	The Monterey County Department of Public Works
Director:	Chair of the Board of Supervisors

Engineer: Director of Public Works of Monterey County, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory: Any established laboratory designated by the Engineer to test materials and work involved in the Contract.

Attorney General: County Counsel of Monterey County

1-1.04 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:

Clerk of the Board: The Clerk of the Monterey County Board of Supervisors

Director of Public Works: The Director of Public Works of Monterey County.

SECTION 2 - BIDDING

2-1.01 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 must observe in the preparation and the submission of the bid.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.13, "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 Non-collusion Declaration is included in the Bid Form, Book Two. Signing the Bid shall also constitute signature of the Non-collusion Declaration.

This Contract will require a Class "A" contractor's license or a combination of Class C-12, and C-32 licenses.

2-1.02 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 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.

2-1.03 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.

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 representation 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.

2-1.04 GOOD-FAITH EFFORT TO HIRE RESIDENTS OF MONTEREY BAY AREA:

In accordance with Section 5.08.120 of the Monterey County Code, unless such requirement would conflict with a state or federal law or regulation applicable to a particular contract for a public work of improvement, all contractors and subcontractors providing work, laborers, or materialmen on the project must promise to make a good-faith effort to hire qualified individuals who are, and have been for one (1) year prior to the opening of bids residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractor's total construction work force on the project including any subcontractor work force, measured in labor work hours is comprised of Monterey Bay Area residents. A certification form relating to compliance with Section 5.08.120 is furnished with the bid documents. Each contractor must complete the certification form and submit the certification form with the sealed bid. The Monterey County Board of Supervisors may deem a bid non-responsive for failure to abide by the good-faith local hiring provisions of Section 5.08.120.

The Monterey County Purchasing Agent has prescribed rules, regulations, and procedures relating to the application, administration, and interpretation of the provisions of Section 5.08.120, which include the following:

"Monterey Bay Area resident" means a person who resides within the boundaries of Monterey County, Santa Cruz County, or San Benito County.

A "good-faith effort to hire qualified individuals" means that the contractor will take the following or similar steps.

- Contact local recruitment sources to identify qualified individuals who are Monterey Bay Area residents.
- Advertise for qualified Monterey Bay Area residents in trade papers and a newspaper of general circulation in at least Monterey County, unless time limits imposed by the County do not permit that advertising.
- If portions of the work are to be performed by subcontractors, identify subcontractors whose work force includes Monterey Bay Area residents.
- Take residency into account as a factor when determining composition of construction work force and potential subcontractors for the project.
- Require the same good-faith efforts by its subcontractors.

The County department administering the contract, in conjunction with the County's Equal Opportunity Officer, may periodically request evidence from each contractor that the contractor is complying with the requirements of Section 5.08.120. To this end, the contractor shall maintain accurate records documenting the following: contractor's good-faith efforts to hire Monterey Bay Area residents; the total number of labor hours contractor's construction work force has expended to date on the project; the number of such labor hours performed by Monterey Bay Area residents; and evidence of residency of contractor construction workforce. The contractor shall require any and all subcontractors on the project to maintain records of the same information for subcontractor's work force on the project and shall require subcontractor to provide a copy of those records to contractor upon contractor's request. The contractor shall make contractor's and subcontractors' records available to County for review and inspection within five business days of the County's request.

Contractors and subcontractors are referred to the provisions of Section 5.08.120 of the Monterey County Code and the rules, regulations, and procedures adopted to implement Section 5.08.120, a copy of which are on file with the County department administering the contract, with the County's Purchasing Agent, and with the County's Equal Opportunity Officer.

SECTION 3. CONTRACT AWARD AND EXECUTION

3-1.01 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.

Bidders who wish to lodge a protest as to the award of the bid must do so before 5 p.m. of the 5th 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 DEPARTMENT OF PUBLIC WORKS TO THE ATTENTION OF THE PROJECT MANAGER/168 W ALISAL STREET FL2/SALINAS CA 93901-2438. Protests may be hand-delivered or sent via facsimile [(831)755-PROCUREMENT (DELIVERY and APPLICATION) of ASPHALT EMULSION for the SEAL COAT 2012 PROJECT PROJECT NO. 13-551327

4958], certified postal 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 Department of Public Works 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 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 regards 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 PUBLIC WORKS DEPARTMENT so that it is received within 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 DEPARTMENT OF PUBLIC WORKS, 168 W. ALISAL ST, 2ND FL, SALINAS, CA, 93901-2438.

3-1.02 CONTRACT BONDS (PUB. CONT. CODE 10221 AND 10222):

In lieu of the second paragraph in Section 3-1.03 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 100 percent of the total bid.

The two bonds shall be written by an admitted corporate surety.

SECTION 4 - PROSECUTION AND PROGRESS

4-1 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES:

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work;" in Section 8-1.06 "Time of Completion;" and in Section 8-1.07, "Liquidated Damages;" of the Standard Specifications.

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 **30 WORKING DAYS**.

The Contractor shall pay to the County of Monterey the sum of \$1,900 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

4-2 PRE-CONSTRUCTION CONFERENCE:

After the issuance of the Notice to Proceed, a pre-construction conference shall be held at the office of the MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 855 E. LAUREL DRIVE, BUILDING D, SALINAS, CA, for the purpose of discussing with the Contractor the scope of work, 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.

4-3 ARCHAEOLOGICAL DISCOVERIES:

All articles of archaeological interest that may be uncovered by the Contractor during the progress of the work shall be reported immediately to the Engineer. The further operations of the Contractor with respect to the find shall be decided under the direction of the Engineer.

SECTION 5 - GENERAL

SECTION 5-1 - MISCELLANEOUS

5-1.01 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
(GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor 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.

5-1.02 LABOR CODE REQUIREMENT:

Attention is directed to Section 7-1.01A(1), "Hours of Labor," of the Standard Specifications.

5-1.03 GENERAL PREVAILING WAGE RATES:

Attention is directed to Section 7-1.01A(2), "Prevailing Wage," 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 general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work are on file in the office of the Monterey County Department of Public Works or on the Internet at: <http://www.dir.ca.gov/dlsr/pwd/>.

The Contractor shall post the prevailing wage rates at the job site.

5-1.04 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Attention is directed to Section 7-1.12B(3), "Workers' Compensation and Employer's Liability Insurance," of the Standard Specifications.

5-1.05 PUBLIC SAFETY:

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCE:

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area, due to the presence of asbestos or hazardous substances, delays the current controlling operation, the delay will be considered as right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Delays," of the Standard Specifications.

The Department reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing hazardous material from such area.

5-1.07 CONTRACTOR'S LICENSING LAWS:

Attention is directed to Section 7-1.01C, "Contractor's Licensing Laws," of the Standard Specifications.

5-1.08 SUBCONTRACTING:

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the County of Monterey may exercise

the remedies provided under Pub Cont Code § 4110. The County of Monterey may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

5-1.09 PROMPT PROGRESS PAYMENT TO 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.

A prime contractor or subcontractor shall pay any subcontractor not later than 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 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the 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.

5-1.10 PAYMENTS:

Attention is directed to Section 9-1.07, "Progress Payments," and 9-1.08, "Payment After Contract Acceptance," of the Standard Specifications and these special provisions.

In lieu of Section 9-1.07F, "Retentions," of the Standard Specifications, the following shall be inserted:

Progress payments shall not be made in excess of 95 percent of the actual work completed. County shall withhold five (5) percent from progress payments until final

completion and acceptance of the project by the Board of Supervisors.

In lieu of Section 9-1.07C, "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.

5-1.11 ARBITRATION:

Section 9-1.10, "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 Contracts Codes 20104):
 - 1a. This article applies to all public works 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 Works" has the same meaning as in Sections 3100 and 3106 of the Civil Code.
 - 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 Contracts Codes 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 subdivision (a) 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 Contracts Codes 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 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 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 brought under this subdivision consistent with the rules pertaining to judicial arbitration.

2b. In addition to Chapter 2.5 (commencing with Section 1141.10) 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 Contracts Codes 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 Section 20104.4, Monterey County shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue the date the suit is filed in a court of law.

5-1.12 PARTNERING:

The County of Monterey will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the County of Monterey and the Contractor. The Contractor shall pay all compensation for the wages and

expenses of the facilitator, and of the expenses for obtaining the workshop site. The County's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5-1.13 INDEMNIFICATION AND INSURANCE:

Attention is directed to Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications and these Special Provisions.

In addition to all the requirements in Section 7-1.12B (4)(b) 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's is primary insurance and if the additional insured's have 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 30 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 is 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 Contracts/Purchasing Department and with the County Director 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.

5-1.14 AREAS FOR CONTRACTOR'S USE:

Attention is directed to the requirements specified in Section 7-1.19, "Rights in Land and Improvements," 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 are no County-owned parcels adjacent to the right-of-way for the exclusive use of the Contractor within the contract limits. The Contractor shall secure at his own expense any area required for plant sites, storage of equipment or materials, or for other purposes.

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 DEPARTMENT OF PUBLIC WORKS, 168 W ALISAL STREET 2ND FLOOR, SALINAS, CA 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 occupies and shall leave the areas in a presentable condition, in accordance with the provisions in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

The Contractor shall secure at his own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to him within the contract limits.

5-1.15 PAYROLL RECORDS:

The Contractor's attention is directed to Section 7- 1.01A(3), "Payroll Records," 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 Subcontractors. The Contractor shall furnish the Engineer with certified payrolls and statement of benefits.

5-1.16 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 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

5-1.17 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS:

GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work. This section does not apply if you opted out of payment adjustment for price index fluctuations at the time of bid.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of bid.

The California Statewide Crude Oil Price Index is determined each month on or about the 1st business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, the Department determines the index from the remaining posted prices. The Department may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the Department deducts the amount from the monthly progress payment.

The Department includes payment adjustments for price index fluctuations when making adjustments under Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.

If you do not complete the work within the contract time, payment adjustments during the overrun period are determined using the California Statewide Crude Oil Price Index in effect for the month in which the overrun period began.

If the price index at the time of placement increases:

1. 50 percent or more over the price index at bid opening, notify the Engineer.
2. 100 percent or more over the price index at bid opening, do not furnish material containing asphalt until the Engineer authorizes you to proceed with that work. The Department may decrease Bid item quantities, eliminate Bid items, or terminate the contract.

Submittals

Before placing material containing asphalt, submit the current sales and use tax rate in effect in the tax jurisdiction where the material is to be placed.

Submit certified weight slips for HMA, tack coat, asphaltic emulsions, and modified asphalt binders, including those materials not paid for by weight, as specified in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. For slurry seals, submit certified weight slips separately for the asphaltic emulsion.

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

- Q_e = quantity in tons of asphalt used in asphaltic emulsions
- AETT = undiluted asphaltic emulsions total tons placed
- X_e = minimum percent residue specified in Section 94, "Asphaltic Emulsions," of the Standard Specifications based on the type of emulsion used

You may, as an option, determine "X_e" by submitting actual daily test results for asphalt residue for the asphaltic emulsion used. If you choose this option, you must:

1. Take 1 sample every 200 tons but not less than 1 sample per day in the presence of the Engineer from the delivery truck, at midload from a sampling tap or thief, and in the following order:
 - 1.1. Draw and discard the 1st gallon
 - 1.2. Take two separate 1/2-gallon samples

2. Submit 1st sample at the time of sampling
3. Provide 2nd sample within 3 business days of sampling to an independent testing laboratory that participates in the AASHTO Proficiency Sample Program
4. Submit test results from independent testing laboratory within 10 business days of sample date

Modified Asphalt Binder

The Engineer calculates the quantity of asphalt in modified asphalt binder using the following formula:

$$Q_{mab} = MABTT \times [(100 - X_{am}) / 100]$$

where:

Q_{mab} = quantity in tons of asphalt used in modified asphalt binder
 $MABTT$ = modified asphalt binder total tons placed
 X_{am} = specified percentage of asphalt modifier

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed ($Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o$).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

SECTION 6 - (BLANK)

SECTION 7 - (BLANK)

SECTION 8 - MATERIALS

SECTION 8-1 - MISCELLANEOUS

8-1.01 GENERAL:

Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these Special Provisions.

All materials required to complete the work under this contract shall be furnished by the Contractor.

SECTION 9 - DESCRIPTION OF WORK

In general, the work shall consist of delivery and application of PASS or equal, PMCRS2h, and FASTSET or equal, asphalt emulsions to all locations identified in the "ROAD LIST AND QUANTITIES" of these Special Provisions. Contractor shall have the ability to furnish all necessary products and services to complete the project, including spreading and other accessorial services for scrub seal, chip seal, and fog seal operations. All other project incidentals shall be the responsibility of the County.

Such other items or details, not mentioned above, that are required by the Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, or installed.

9-1.01 INCREASED AND DECREASED QUANTITIES:

The County reserves the right to increase, decrease or delete any of the quantities of items 1 to 8.

The adjustment provision in Section 4-1.03 “Changes” of the Standard Specifications shall not apply to the above items.

Such other items or details, not mentioned above, that are required by the Standard Specifications or these Special Provisions, shall be performed, placed, constructed, or installed.

SECTION 10 - CONSTRUCTION DETAILS

10-1.01 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.

10-1.02 OBSTRUCTIONS:

Attention is directed to the provision in Section 8-1.10, “Utility and Non-Highway Facilities,” of the Standard Specifications and these Special Provisions.

10-1.03 MAINTAINING TRAFFIC:

The Department of Public Works shall provide traffic control systems and shall be responsible for maintaining traffic for the entire project. However, nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in Section 7-1.08, “Public Convenience”, and 7-1.09, “Public Safety,” of the Standard Specifications.

10-1.04 SERVICE AND PRODUCT SPECIFICATIONS:

The work is for the delivery and application of asphalt emulsion to locations specified by Monterey County for scrub seal, chip seal, and fog seal.

A polymer modified rejuvenating asphalt emulsion equivalent in character and specifications to PASS shall be used for scrub sealing and PMCRS2h polymer modified asphalt emulsion shall be required for chip sealing. “FastSet” a proprietary product of Western Emulsions or approved equal shall be used for fog sealing.

A current lab test for PASS or equivalent product and PMCRS2h shall be submitted with the bid; PMCRS2h shall conform to the requirements of Section 94, “Asphaltic Emulsions” of the Standard Specifications. PASS or equivalent product shall conform to the specifications of Section 10-1.10, “Asphalt Emulsion Specification for Scrub Seal” of these Special Provisions.

References to the Standard Specifications are made for descriptive purposes to guide the contractor in interpreting the requirements of the County. Quotations will be considered for any brand, which meets or exceeds the quality of the specifications listed for the item. Sufficient detailed information must be submitted with the bid to allow a determination to be made that the product proposed is equivalent to that named.

10-1.05 PRICING:

The unit of measure for the emulsion quantities listed is U.S. standard measure of ton, consisting of 2,000 pounds avoirdupois.

The County is subject to State and Local Sales Tax; unit prices for contract items 1 to 6 shall be the price per ton of the material delivered including sales tax. Unit prices should also include any early discounts and/or incentives offered. An applicable sales tax for the emulsion product currently at 8.25% shall be included to the total price (emulsion quantity multiplied by the unit price) for each contract items 1 to 6.

A complete rate list (transportation and accessorial charges plus the effective date for the charges) shall accompany the bid. The rate list shall include, but not limited to the following information:

Demurrage:	Unloading, free time (If Applicable), excess time in ¼ hour increments (If Applicable)
Spreading:	Rate per ¼ hour increments and the amount of free time (If Applicable)
Return Shipment Charges:	Rate – minimum and maximum- Please quote your return shipment policy
Drayage Charges:	Quote prices(s) / policy (to be used only when and if Monterey County orders less than a minimum load of 24 tons).
Layover Charges:	Quote price(s) / policy (to be used only upon mutual consent of Monterey County and CONTRACTOR.)

The base bid shall be the sum of all the bid items. Random occurrences of other accessorial charges (**Bid Item 9**) not estimated in bid items 7 and 8 shall be one percent of the sum of bid items 1 to 6.

The Contractor shall submit invoices for work completed reflecting the bid unit price per ton of asphalt product involved. Any and all applicable accessorial charges including spreading and unloading hours estimated in bid items 7, 8, and 9 must be shown separately. Invoices must also show delivery date, corresponding oil tag, and truck tag numbers. Invoices shall be separated for each workday. All invoices are subject to the approval of the Engineer.

For orders less than the minimum load, the County shall pay the bid unit price (price per ton delivered) plus all accessorial charges specified by the contractor. The County shall pay only the actual freight and accessorial charges specified by the contractor.

Payments for all invoices shall be in accordance to Section 5-1.10, “Payments” of these Special Provisions.

10-1.06 DELIVERY OF MATERIALS:

Contractor agrees to furnish the asphalt emulsions to locations designated by the County on the day and time requested, provided the contractor receives a call prior to 4:00 p.m. on the day before delivery. Materials ordered for Monday shall be placed with the contractor by 4:00 p.m. on the preceding Friday. The applicable Road District Superintendent or designee will make all requests.

Deliveries may be canceled by contacting the contractor's dispatcher at any time prior to loading at the contractor's plant; thereby, releasing the County from all asphalt product charges. If delivery is canceled after loading the asphalt emulsion product, the County will only pay for the applicable loading and unloading charges.

The County shall not be liable for payment for any material hauled or transported on or over any public highway, bridge, or other structure(s) in excess of the total gross weight allowed by the Vehicle Code of the State of California. Payment for any delivery made in excess of 80,000 pounds shall be adjusted by deducting the cost of the material and transportation for the weight of the overload.

10-1.07 REQUIREMENTS FOR EMULSION DISTRIBUTION TRUCKS:

The utilization of spreader vehicles not distributing materials to the satisfaction of the Monterey County Public Works Director may be cause for cancellation of the contract.

Equipment used to transport asphalt emulsion products must be capable of carrying a load of 25 tons or more without exceeding a gross weight of 80,000 pounds.

Distribution trucks shall have a tank capacity of 3,300 gallons or more, and shall be capable of emptying and spreading a 25-ton booster load in two "pumpovers" (original and one), no exception.

Distribution trucks shall have in-cab controls controlling a 14-foot hydraulic swing boot setup, and the boot shall have on-off valves in one-foot increments. The asphalt distributor shall also have asphalt temperature gauges, and a metered method of determining spread rate and amount of asphalt used.

The distribution of asphalt emulsion product shall not vary by more than 15% transversely from the average, nor more than 10% longitudinally from the specified rate of application as determined by California Test 339 (D.O.T. Division of Construction, Office of Transportation Laboratory, dated January 2000, Method of Field Test for the Determination of Distributor Spread Rate).

At the discretion of the Engineer, asphalt emulsion materials to be spread may or may not be accepted after 3:00 p.m.

10-1.08 ASPHALT EMULSION SAMPLING AND TESTING:

In addition to the requirements in Section 37-1.05, "Applying Asphaltic Emulsion" of the Standard Specifications, the County may test any asphalt emulsion product for conformity to these Special Provisions and Standard Specifications by sampling at the delivery site. If the sample appears, by visual inspection, to lack the necessary properties, the entire load will be returned. A County designated laboratory or the State Materials and Research Laboratory in Sacramento, California will test the respective sample(s). Samples that are taken and found not to conform to these Special Provisions and Standard Specifications will result in the rejection of the entire load, and no payment will be allowed for the asphalt emulsion product or for the applicable transportation costs to the job. Samples that are taken where the product appears unacceptable and the load is returned, but upon lab inspection, does in fact meet all of the Special

Provisions and Standard Specifications requirements, will result in the County making payment to the contractor for the applicable loading, unloading, and transportation costs, but not for the asphalt emulsion product involved.

Each load shall be accompanied with a Certificate of Compliance as specified in Section 94-1.05 of the Standard Specifications.

10-1.09 ASPHALT EMULSION FOR SCRUB SEAL – PASS OR EQUAL (BID ITEMS 1):

The polymer modified rejuvenating asphalt emulsion with latex polymer and rejuvenating agent equivalent in character and specifications to PASS for scrub sealing shall be as specified in Section 10-1.10, “Asphalt Emulsion Specification for Scrub Seal” of these special provisions. The emulsion shall be applied when ambient temperature is above forty (40) degrees Fahrenheit and rising. The emulsion shall not be placed if ambient temperatures during the twenty four (24) hours curing period are expected to drop below twenty five (25) degrees Fahrenheit. The emulsion temperature at the time of application shall not be below 110 degrees Fahrenheit. The application rate of asphalt emulsion for scrub seal shall be within the range of 0.25 to 0.40 gallons per square yard. The Engineer shall determine the exact rate.

A scrub broom shall be attached to and pulled by the distributor truck during the application of asphalt emulsion for scrub seal operations. The Contractor shall supply the scrub broom and shall be as specified in Section 10-1.11, “Scrub Broom Specification for Scrub Seal” of these special provisions.

Asphalt emulsion for scrub seal shall be paid for in accordance to Section 10-1.05, “PRICING” of these special provisions and other applicable sections.

10-1.10 ASPHALT EMULSION SPECIFICATION FOR SCRUB SEAL:

The emulsion product use for scrub sealing shall be a polymer modified rejuvenating emulsion with a latex polymer, rejuvenating agent and asphalt and shall meet the following specifications. The polymer shall be PA-AS- 1 a product of Polymer Science of America or approved equal.

Certifications and test results from the manufacturers of the latex and the recycling agent used on the asphalt emulsion shall be submitted with the bid.

<u>Test on Emulsion</u>	Method	Specification
Viscosity @ 122° F (SFS)	ASTM D244	120 - 400
Residue, w%, minimum.	ASTM D244	65
pH	ASTM E70	2.0-5.0
Sieve, w%, max.	ASTM D244	0.1
Oil distillate, w%, max.	ASTM D244	0.5
Specific Gravity of residue of recovered latex min.	WE-EM – 100-2 ⁽⁵⁾	1.15
<u>Test on Residue</u> ⁽¹⁾		
Viscosity @ 140°F, (P), maximum.	ASTM D2171	5000
Penetration @ 39.2°F, minimum.	ASTM D5	40

Elastic Recovery on residue by distillation, %, minimum.	AASHTO T59, T301 (1,2)	40
Test on Latex:		
Specific Gravity (minimum)	ASTM 1475	1.08
Tensile strength, die C dumbbell, psi, minimum	ASTM D412 ⁽³⁾	500
Swelling in rejuvenating agent, % maximum; 48 hours exposure @ 104°F	ASTM D471 ⁽⁴⁾ Modified	40% intact film
Test on rejuvenating agent:		
Flash point, COC , °F	ASTM D92	> 380
Hot Mix Recycling Agent Classification	ASTM D4552	See Section II

(1) Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350° F plus or minus 10° F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application of heat.

(2) Elastic Recovery @ 10° C (50° F): Hour glass sides, pull 20 cm, hold 5 minutes then cut, let sit 1 hour.

(3) Tensile Strength Determination: Samples for testing for tensile strength in accordance with ASTM D412 shall be cut using a die dumbbell at a crosshead speed of 20 in/min.

(4) Latex Testing: Suitable substrate for film formation shall be polyethylene boards, silicone rubber sheeting, glass, or any substrate which produces a cured film of uniform cross-section. Polymer film shall be prepared from latex as follows:

Resistance to Swelling: Polymer films shall be formed by using a 50 mil drawdown bar and drawing down 50 mils of the latex on polyethylene boards. Films shall be cured for 14 days at 75°F and 50% humidity. Samples for resistance to swelling in rejuvenating agent shall be 1" by 2" rectangles cut from the cured film. Cut at least 3 specimens for each sample to be tested for swelling. Fill 3- 8 oz ointment tins with at least a ½" deep of rejuvenating agent. Swelling samples shall be weighed and then placed in the ointment tins on top of the rejuvenating agent. Then, add at least another ½" deep of rejuvenating agent over each of the latex samples. The ointment tins shall be covered and placed in an oven at 104°F for the specified 48 hours +/- 15 minutes. The ointment tins are allowed to cool to 75°F and then the latex films are removed from the tins. Unabsorbed rejuvenating agent is removed from the intact latex film by scraping with a rubber policeman and blotting with paper towels. If the latex film does not remain intact during removal from the tins or while removing the unabsorbed rejuvenating agent the sample shall be rejected. After the rejuvenating agent is removed from the samples they are then weighed. Percent swelling is reported as weight increase of the polymer film; report mass increase as a percent by weight of the original latex film mass upon exposure of films to the recycling agent.

(5) WE-EM – 100-2 – Re: Western Emulsions.

TEST ON RECYCLING AGENT:

Test	Specification
Viscosity, 140F, CST	50-175
Flash Point, F, COC	380 Min.
Saturate, % by wt.	30 Max
Asphaltenes	1.0 Max.
Test on Residue	
Weight Change, %	6.5 Max.
Viscosity Ratio	3 Max

10-1.11 SCRUB BROOM SPECIFICATION FOR SCRUB SEAL:

The emulsion scrub broom shall be as described below:

The scrub broom must be equipped with the means to mechanically raise and lower the scrub broom off and onto the road surface at designated points of completion and start up. It shall be towable in the elevated position to the next area of construction. The weight of the broom assembly shall be such that it does not squeegee the emulsion sealer off the roadway surface.

The main body of the scrub broom shall be a frame minimum 6'-9" wide, 10' (ft) deep. The maximum transverse rigid frame width at any point shall not exceed 6'-9". The nearest and furthest members, paralleling the back of the spreader truck, and diagonal members shall be equipped with street brooms. **The leading member and the trailing member shall have broom heads angled at 15 degrees off the centerline of the supporting member.** The diagonal members shall have broom heads attached in line with the centerline of the supporting member. Each individual street broom attached to the scrub broom assembly shall be 3 1/2" w x 6 1/2" h x 16" L and have stiff nylon bristles. Bristle height is to be maintained at a minimum of 5". The scrub broom shall be equipped with hinged wing assemblies attached to the main body not to exceed 4'-6" (ft) per side, with diagonals and equipped with street brooms. The purpose of the maximum rigid frame width and the hinged wing extensions is not only for maximum width of 16' (ft) but to maintain the scrubbing process evenly as contours and cross-sections change across the existing road surface .

10-1.12 PMCRS2h ASPHALT EMULSION (BID ITEMS: 2, 3, & 4):

The application of PMCRS2h polymer modified asphalt emulsion for chip seal operations shall be in accordance with Section 37-1.05 of the Standard Specifications. The application rate shall be for Medium Seal Coat (0.25 to 0.40 gallons per square yard). The Engineer shall determine the exact rate.

PMCRS2h application for Carmel Valley Road shall be with a scrub broom attached to and pulled by the distributor truck during the application. The Contractor shall supply the scrub broom and shall be as specified in Section 10-1.11, "Scrub Broom Specification for Scrub Seal"

Asphalt emulsion for chip seal (PMCRS2h) shall be paid for in accordance to Section 10-1.05, "PRICING" of these special provisions and other applicable sections.

10-1.13 FastSet ASPHALT EMULSION or APPROVED EQUAL (BID ITEMS: 5 & 6):

FastSet is a trade mark for a quick setting highly polymerized asphalt emulsion designed specifically for fog seal applications manufactured solely by Western Emulsions. Fog seal operations on Molera Road and Carmel Valley Road shall utilize this product or an approved equal in order to minimize traffic delays during construction. Typical curing time for this product is estimated to be fifteen (15) minutes at temperatures of 75 degrees Fahrenheit or higher. The application of FastSet shall be in accordance with Section 37-1.05 of the Standard Specifications. The application rate shall be within 0.10-0.15 gallons per square yards. The Engineer shall determine the exact rate.

Substitution for FastSet shall be in accordance to Section 6-1.05 of the Standard Specifications.

FastSet shall be paid for in accordance to Section 10-1.05, "PRICING" of these special provisions and other applicable sections.

10-1.14 ACCESSORIAL CHARGES ON SPREADING AND UNLOADING (BID ITEMS 7 & 8):

The estimated quantities for spreading time (Bid Item 7) and unloading time (Bid Item 8) are based on an eight-hour work day with two (2) spreaders at eight (8) hours each and a booster load for two (2) hours. In general, the County estimates spreading 75 tons (three loads) of PASS for scrub seal or PMCRS2h for chip seal on a normal day. Seventy five (75) tons of PASS or PMCRS2h consist of: two spreaders carrying 25 tons each and a booster load with 25 tons that can be unloaded within two hours.

Unit prices for bid item 7 and bid item 8 shall take into account of any free hours offered by the contractor consistent with the provisions above. Charges to other incidences of spreading time and unloading time not included in the "Estimated Quantity" for bid item 7 and bid item 8 shall conform to the unit prices for each bid item 7 and bid item 8 and the prices quoted in the rate list submitted with the bid.

Accessorial charges on spreading and unloading time shall be paid for in accordance to Section 10-1.05, "PRICING" of these special provisions and other applicable sections.

10-1.15 OTHER ACCESSORIAL CHARGES (BID ITEM 9):

Unpredictable accessorial charges including but not limited to drayage, layovers, and return shipments shall be bid as a lump sum item. The cost of these charges for Monterey County most recent chip seal operation is one percent of the total costs of materials used.

The unit price for bid item 9 shall be one percent of the sum of the total amounts for bid items 1 to 6. The total amount (Item Total) for each bid item 1 to 6 shall be the product of the estimated quantity multiplied by the unit price. Unit price for bid item 9 shall be calculated as follows:

$$\text{Unit Price} = 0.01 * (\text{Item Total Bid Item 1} + \text{Item Total Bid Item 2} + \text{Item Total Bid Item 3} + \text{Item Total Bid Item 4} + \text{Item Total Bid Item 5} + \text{Item Total Bid Item 6})$$

Where: Item Total for each bid item = Estimated Quantity * Unit Price

Occurrences of unpredictable accessorial charges shall be paid for in accordance to prices quoted in the rate list submitted with the bid and Section 10-1.05, "PRICING" of these special provisions and other applicable sections.

SECTION 11 – ENVIRONMENTAL STEWARDSHIP

11-1.01 GENERAL:

Attention is directed to Section 14, “Environmental Stewardship,” of the Amended Standard Specifications and these Special Provisions.

11-1.02 NOISE AND VIBRATION:

Sound control shall conform to the provisions in Section 14-8, "Noise and Vibration," of the Amended Standard Specifications.

The noise level from the Contractor's operations shall not exceed 85 dBA (max) at a distance of 50 feet from the job site activities from 7 AM to 7 PM, Monday through Friday and from 9 AM to 7 PM, Saturdays and Holidays; where such noise will impact existing development. No noise-generating construction activities shall be allowed on Sundays.

The Contractor shall provide one "Type 1" sound level meter and one acoustic calibrator which will be used by the Department during the life of the contract. The Contractor shall provide training by a person trained in noise monitoring to one Department employee designated by the Engineer. The sound level meter shall be calibrated and certified by the manufacturer or other independent acoustical laboratory prior to delivery to the Department. The Contractor shall provide annual recalibration by the manufacturer or other independent acoustical laboratory. All equipment shall be capable of taking measurements using the A-weighting network and the "slow" response of the sound level meter. The measurement microphone shall be fitted with an appropriate windscreen. All equipment shall be returned to the Contractor at the acceptance of the contract. Equipment damaged by actions of the Department or the public shall be paid for as extra work as provided in Section 4-1.03D of the Amended Standard Specifications.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler. The contractor shall comply with the California Vehicle Code prohibitions against faulty or modified loud vehicle exhaust systems - Sections 27150 and 27151.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

11-1.03 AIR QUALITY:

Air pollution control shall conform to the provisions in Section 14-9, "Air Quality," of the Standard Specifications and these Special Provisions.

Material to be disposed of shall not be burned unless the Contractor has obtained a permit to burn

combustible material resulting from clearing and grubbing operations from an air pollution control officer of the local or regional authority. A copy of the permit shall be filed with the Engineer before beginning any burning. All such burning shall be conducted in strict conformance with the provisions stipulated in said permit and at such times and in such manner as to prevent the fire from spreading to areas adjoining the right-of-way.

In case the burning precedes construction operations, the piles may be placed in the center of the right-of-way; otherwise, the piles shall be placed in the most convenient location at the side of the right-of-way and beyond slope lines where they may be burned without damage to the surrounding forest cover or adjacent property.

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation shall be allowed therefor.

SECTION 12 (Blank)

SECTION 13 (Blank)

SECTION 14 (Blank)

SECTION 15 – SAMPLE CONTRACT

SAMPLE CONTRACT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 13-551327

THIS AGREEMENT, 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," 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:

**PROCUREMENT (DELIVERY and APPLICATION)
of ASPHALT EMULSION for the
SEAL COAT 2012 PROJECT
PROJECT NO. 13-551327**

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, dated May 2006, and the Standard Plans, dated May 2006, including issued amendments through November 30, 2010, of the State of California, Department of Transportation.
- (b) The Special Provisions for the work
- (c) The Notice to Bidders calling for bids
- (d) The Payment and Performance bonds required
- (e) Certificate of Insurance
- (f) 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) Non-Collusion Declaration
- (5) Debarment and Suspension Certification
- (6) Statement Concerning Employment of Undocumented Aliens
- (7) Contractor's Certificate as to Worker's Compensation
- (8) Contractor's Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
- (9) List of Satisfied Public Agencies
- (10) 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 employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this contract:

**PROCUREMENT (DELIVERY and APPLICATION) of ASPHALT EMULSION
for the SEAL COAT 2012 PROJECT
PROJECT NO. 13-551327**

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
1		PASS or Equivalent for the San Miguel Road Maintenance District	TONS	89		
2		PMCRS2h for the Monterey Road Maintenance District	TONS	106		
3		PMCRS2h for the Greenfield Road Maintenance District	TONS	212		
4		PMCRS2h for the San Ardo Road Maintenance District	TONS	160		

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
5		FASTSET or Equivalent for the San Miguel Road Maintenance District	TONS	32		
6		FASTSET or Equivalent for the Monterey Road Maintenance District	TONS	38		
7		Accessorial Charges on Spreading	HRS	100		
8		Accessorial Charges on Unloading	HRS	35		
9		Other Accessorial Charges	LS	1		
TOTAL COST						

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates 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: Paul H. Greenway, P.E.

Title: Acting Director of Public Works

Dated: _____

By: _____

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: _____

APPROVE AS TO FORM

APPROVE AS TO INDEMNITY/
INSURANCE LANGUAGE

By: _____

Name: Cynthia L. Hasson

Title: Deputy County Counsel

Date: _____

By: _____

Name: Steven F. Mauck

Title: Risk Manager

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.

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 3249)

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a contract for the following project:

**PROCUREMENT (DELIVERY and APPLICATION)
of ASPHALT EMULSION for the
SEAL COAT 2012 PROJECT
PROJECT NO. 13-551327**

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 3181 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 3181 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 3181, 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 3247 et seq. (Civil Code, Division 3, Part 4, Title 15, Chapter 7: Payment Bond for Public Works).

IN WITNESS WHERE OF 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 acknowledgment for all signatures and attorney-in-fact certificate for signature by surety's representative)

COUNTY OF MONTEREY

PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, _____
as Contractor, a contract for the following project:

**PROCUREMENT (DELIVERY and APPLICATION)
of ASPHALT EMULSION for the
SEAL COAT 2012 PROJECT
PROJECT NO. 13-55132**

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 acknowledgment for all signatures and attorney-in-fact certificate for signature by surety's representative)

MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC WORKS

BOOK TWO

BID FORM

PROCUREMENT (DELIVERY and APPLICATION)
of ASPHALT EMULSION for the
SEAL COAT 2012 PROJECT
PROJECT NO. 13-551327



MONTEREY COUNTY BOARD OF SUPERVISORS
GOVERNMENT CENTER, 168 W. ALISAL STREET, 1ST FLR,
CONFERENCE ROOM 1032
SALINAS, CALIFORNIA 93901-2437

BOOK TWO

BID FORM

**PROCUREMENT (DELIVERY and APPLICATION)
of ASPHALT EMULSION for the
SEAL COAT 2012 PROJECT
PROJECT NO. 13-551327**

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:



CYNTHIA L. HASSON
Deputy County Counsel

BOOK TWO

BID/PROPOSAL

**PROCUREMENT (DELIVERY and APPLICATION)
of ASPHALT EMULSION for the
SEAL COAT 2012 PROJECT
PROJECT NO. 13-551327**

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BID FORM

**PROCUREMENT (DELIVERY and APPLICATION)
of ASPHALT EMULSION for the
SEAL COAT 2012 PROJECT
PROJECT NO. 13-551327**

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: PROCUREMENT (Delivery and Application) of ASPHALT EMULSION for the COAT 2012 PROJECT, all in strict conformity with the specifications and other contract documents, including all addenda for the sum hereinafter stated:

**PROCUREMENT (DELIVERY and APPLICATION)
of ASPHALT EMULSION for the
SEAL COAT 2012 PROJECT
PROJECT NO. 13-551327**

BID:

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
1		PASS or Equivalent for the San Miguel Road Maintenance District	TONS	89		
2		PMCRS2h for the Monterey Road Maintenance District	TONS	106		
3		PMCRS2h for the Greenfield Road Maintenance District	TONS	212		

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
4		PMCRS2h for the San Ardo Road Maintenance District	TONS	160		
5		FASTSET or Equivalent for the San Miguel Road Maintenance District	TONS	32		
6		FASTSET or Equivalent for the Monterey Road Maintenance District	TONS	38		
7		Accessorial Charges on Spreading	HRS	100		
8		Accessorial Charges on Unloading	HRS	35		
9		Other Accessorial Charges	LS	1		
TOTAL BID						

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 sixty (60) 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) Non-Collusion Declaration
- (5) Debarment and Suspension Certification
- (6) Statement Concerning Employment of Undocumented Aliens
- (7) Contractor's Certificate as to Worker's Compensation

- (8) Contractor's Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
- (9) List of Satisfied Public Agencies
- (10) 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, 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 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. Pursuant to Section 7103.5(b) of the Public Contract Code, in submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, 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 Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

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 Worker's 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 signatures of authorized officers or agents and the document shall bear the corporate seal; 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 signature shall be placed above.)

LIST OF SUBCONTRACTORS

**PROCUREMENT (DELIVERY and APPLICATION)
of ASPHALT EMULSION for the
SEAL COAT 2012 PROJECT
PROJECT NO. 13-551327**

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 shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

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 any one 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 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.

Subcontractor Name & Contractor License No.	Address and Telephone	Description of Portion of Work Subcontracted

LIST OF SUBCONTRACTORS continue...

Subcontractor Name & Contractor License No.	Address and Telephone	Description of Portion of Work Subcontracted

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: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____,
proposed subcontractor _____,
hereby certifies that he 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 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 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 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 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.

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 or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five 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:

"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 criminal prosecution or administrative sanctions.

CONTRACTOR'S CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE
MONTEREY BAY AREA RESIDENTS
(Monterey County Code Section 5.08.120)

I CERTIFY THAT I am aware of the provision of Monterey County Code Section 5.08.120. Monterey County Code Section 5.08.120 provides, in relevant part:

A. General Provisions. Unless such a provision would conflict with a state or federal law or regulation applicable to a particular contract for public works of improvement, all County contracts for public works of improvement shall contain provisions pursuant to which the contractor promises to make a good-faith effort to hire qualified individuals who are, and have been for at least one (1) year prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents.

B. Non-responsive Bidder Declaration: Enforcement. If any contractor submitting a bid for a contract for public works of improvement fails to abide by the good-faith local hiring provisions of this Section, the contractor may be declared by the Board to be a non-responsive bidder for purposes of this Chapter. If a contractor lists in his or her bid a subcontractor who is currently disqualified under the terms of this Section, the Board may declare said contractor to be a non-responsive bidder for purposes of this Chapter. If the Board finds that a contractor to whom a contract for public works of improvement has been awarded has failed to comply with the good-faith hiring provisions of this Section during the performance of the contract, the Board may disqualify the contractor from bidding on any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation of this Section by a contractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

C. Binding on Subcontractors. Every contractor entering into a contract for public works of improvement subject to the provisions of this Section shall include in each and every subcontract for work, laborers, or materialmen relating to the project the requirement that the subcontractor promises to make a good-faith effort to hire qualified individuals who are, and have been for at least one (1) year prior to the opening of bids, residents of the Monterey Bay Area. If the Board finds that any subcontractor has failed during the performance of the subcontract to comply with its promise to contractor, the Board may disqualify said subcontractor from submitting or being listed in any bid for any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation by a subcontractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification."

I FURTHER CERTIFY AS FOLLOWS (check the box that applies):

- I CERTIFY that at least 50% of the total construction work force on the project, including any subcontractor work force, measured in labor work hours, will be comprised of qualified individuals who to the best of my knowledge are, and have been for at least one (1) year prior to the effective date of the opening of bids, Monterey Bay Area residents. Evidence that I will comply with this requirement is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

- I CERTIFY that I promise to make a good-faith effort to hire qualified individuals who, to the best of my knowledge, are, and have been for at least one (1) year prior to the effective date of the opening of bids, residents of the Monterey Bay Area in sufficient numbers such that no less than fifty percent (50%) of the total construction work force on the project, including any subcontractor work force, measured in labor work hours, will be comprised of Monterey Bay Area residents. Evidence of my promise to make a good-faith effort will be as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

- I CERTIFY that I do not comply with and am unable to promise to make a good-faith effort to comply with the good-faith local hiring provisions set forth in Monterey County Code Section 5.08.120.

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed on (date) _____ at (city/state) _____.

Bidder's Business Name

Signature: _____

Print Name: _____

Title: _____

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-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 _____

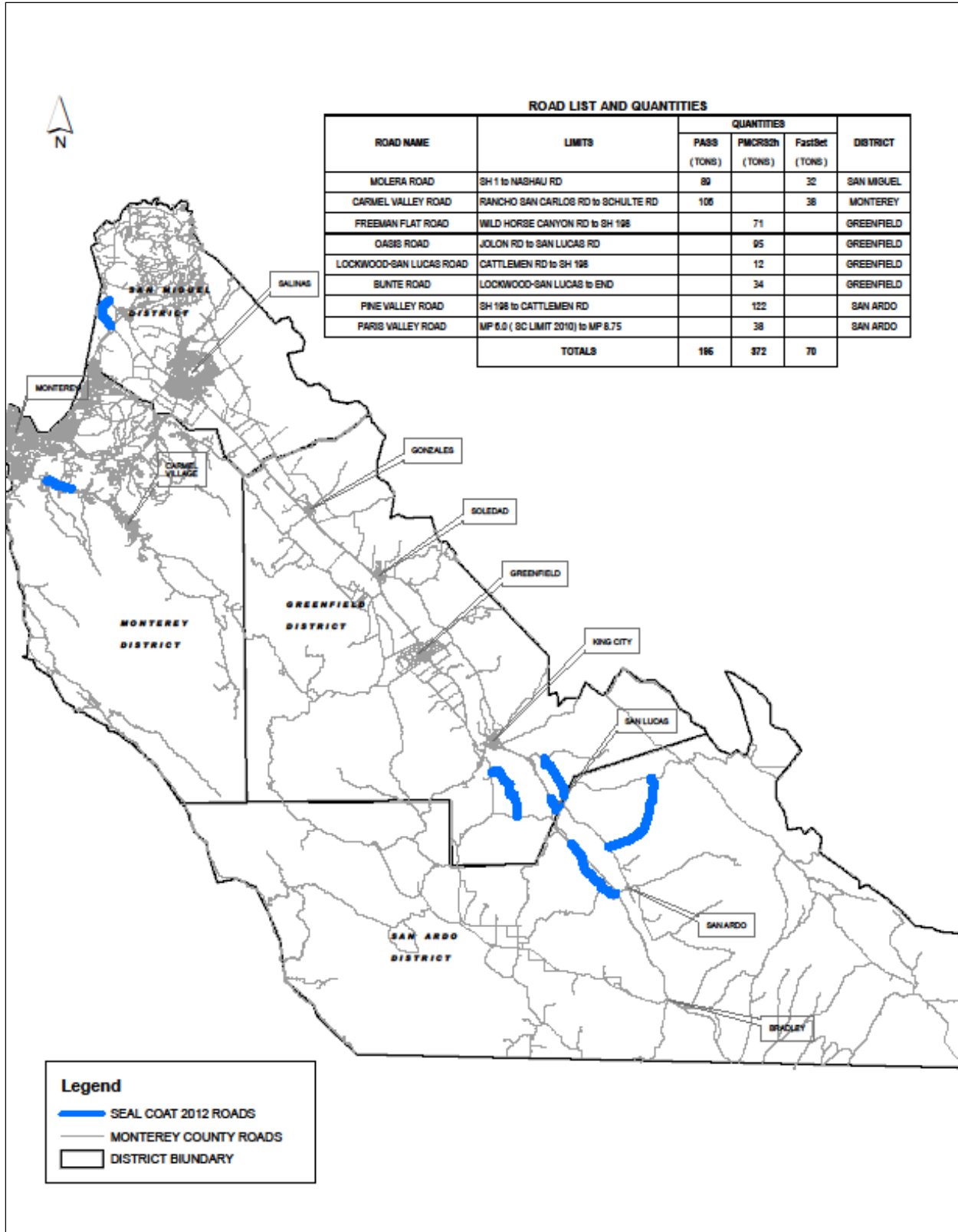
(Corporate Seal)

Surety
By _____
Name and Title _____

(Attach: 1) Copy of authorization for signatory for Principal, and 2) original or certified copy of unresolved appointment, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so).

LOCATION MAP

Procurement (Delivery and Application) of Asphalt Emulsion for the Seal Coat 2012 Project Contract No. 13-551327





Legislation Details (With Text)

File #: ORD 12-003 **Version:** 1 **Name:** Harper Cyn Rd Ordinance
Type: Ordinance **Status:** Consent Agenda
File created: 4/17/2012 **In control:** Board of Supervisors
On agenda: 5/1/2012 **Final action:**
Title: Introduce, waive the reading, and set May 15, 2012, at 10:30 a.m. as the date and time to consider adoption of an ordinance amending section 12.28.010 of the Monterey County Code to establish no parking at any time on both sides of Harper Canyon Road from its terminus at Toro County Park (M.P. 0.82) northwesterly for a distance of 500 feet, Toro area.
Sponsors: Public Works / RMA
Indexes:
Code sections:
Attachments: [Ordinance Harper Canyon Road](#)
[Location Map Harper Canyon Road](#)
[Proposed Parking Restriction Map Harper Canyon Road](#)

Date	Ver.	Action By	Action	Result
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Title

Introduce, waive the reading, and set May 15, 2012, at 10:30 a.m. as the date and time to consider adoption of an ordinance amending section 12.28.010 of the Monterey County Code to establish no parking at any time on both sides of Harper Canyon Road from its terminus at Toro County Park (M.P. 0.82) northwesterly for a distance of 500 feet, Toro area.

Body

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Introduce, waive the reading, and set May 15, 2012, at 10:30 a.m. as the date and time to consider adoption of an ordinance amending section 12.28.010 of the Monterey County Code to establish no parking at any time on both sides of Harper Canyon Road from its terminus at Toro County Park (M.P. 0.82) northwesterly for a distance of 500 feet, Toro area.

SUMMARY/DISCUSSION:

Multiple requests have been received over the last year from local residents advocating the establishment of no parking at any time on both sides of Harper Canyon Road from its terminus (M.P. 0.82) northwesterly for a distance of 500 feet. Non-resident vehicles are currently parking near the Toro Park maintenance gate blocking driveway entrances and fire hydrants and creating litter problems. Despite the locked gate and signage that has been posted directing the public that the gate is not a public entrance, visitors still arrive in vehicles at the locked gate.

The Department recommends no parking at anytime on both sides of Harper Canyon Road from its terminus at Toro County Park (M.P. 0.82) northwesterly for a distance of 500 feet. This should best serve the adjacent residents by reducing the nuisances created by the park visitors' vehicles on a narrow roadway.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel has approved the ordinance as to form. The California Highway Patrol concurs with this recommendation.

FINANCING:

There is no financial impact to the General Fund. Traffic control devices are paid from the Road Fund. The cost to install the necessary signing is estimated at \$800.00. There are sufficient appropriations available in the Road Fund (Fund 002, Unit 8195) to finance this work.

Prepared by: Brenda Villanueva, Acting Assistant Traffic Engineer, (831) 755-8908

Approved by: Paul H. Greenway, P.E., Acting Director of Public Works

Approved by: Benny J. Young, RMA Director

Attachments: Ordinance; Location Map, Proposed Parking Restrictions Map

ORDINANCE NO. _____

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA,
AMENDING SECTION 12.28.010 OF THE MONTEREY COUNTY CODE RELATING
TO PARKING RESTRICTIONS ON COUNTY ROADS.**

County Counsel Summary

This ordinance establishes no parking at any time on both sides of Harper Canyon Road from its terminus (M.P. 0.82) northwesterly for a distance of 500 feet.

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. PURPOSE AND FINDINGS. Pursuant to Article XI of the California Constitution, the County of Monterey may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens. California Vehicle Code section 22507 authorizes the County of Monterey to enact regulations by ordinance to prohibit or restrict parking of vehicles on certain streets and highways. The County has received multiple requests from local residents advocating the establishment of no parking at any time on both sides of Harper Canyon Road from its terminus (M.P. 0.82) northwesterly for a distance of 500 feet. Non-resident vehicles are currently parking near the County Toro Park maintenance gate blocking driveway entrances and fire hydrants and creating litter problems, despite the locked gate and signage notifying the public that the gate is not a public entrance. This ordinance promotes the public health, safety and welfare by addressing these problems.

SECTION 2. Section 12.28.010 of the Monterey County Code is amended by adding to that section the following street location:

Harper Canyon Road. On the both sides of Harper Canyon Road from its terminus at Toro County Park (M.P. 0.82) northwesterly for a distance of 500 feet.

SECTION 3. This ordinance shall become effective on the 31st day following its adoption.

PASSED AND ADOPTED this ____ day of _____, 2012, by the following vote:

AYES: Supervisors
NOES:
ABSENT:

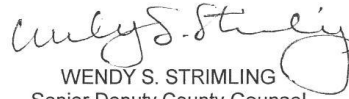
Chair, Monterey County Board of Supervisors

A T T E S T :

GAIL T. BORKOWSKI
Clerk of the Board of Supervisors

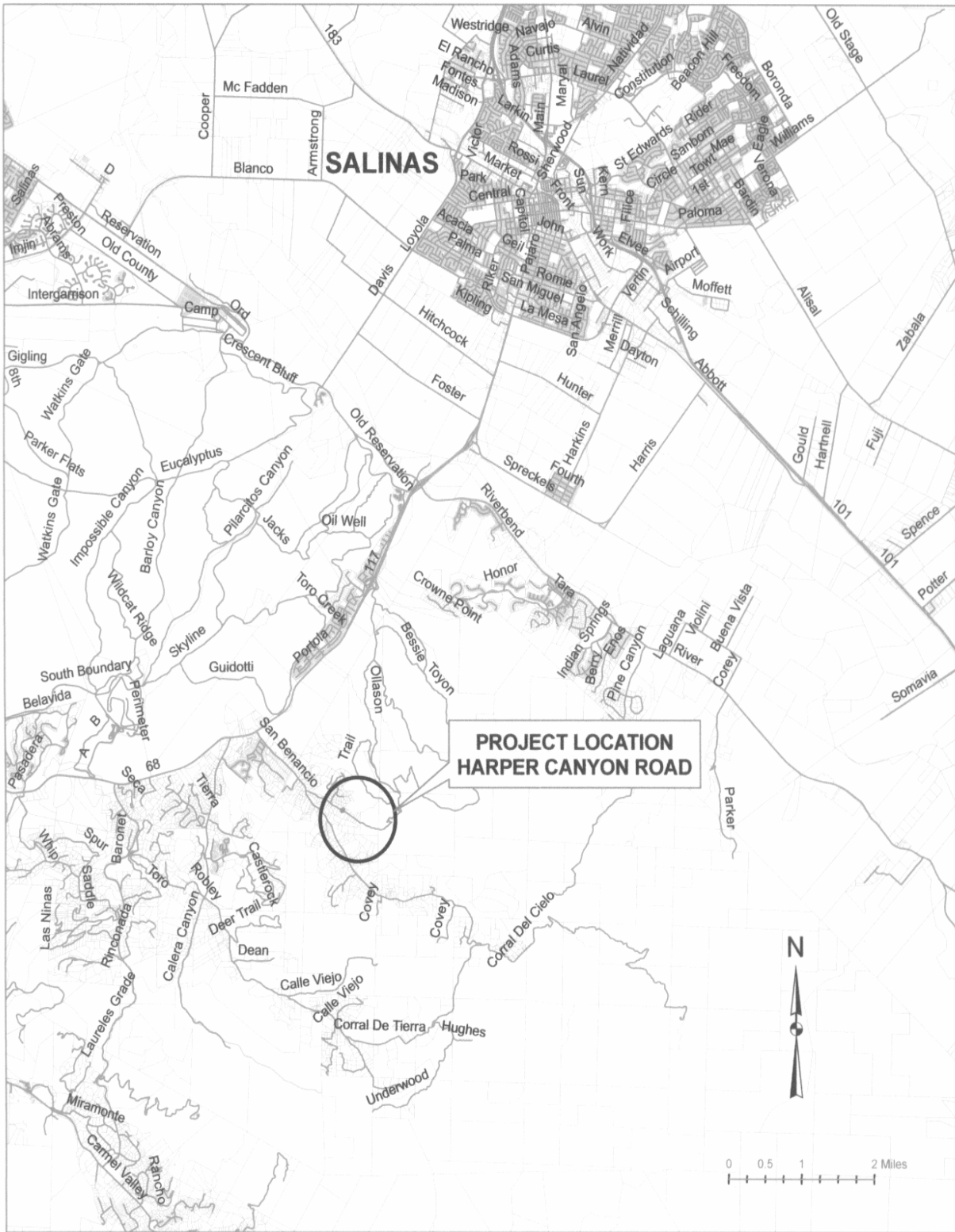
By: _____
Deputy

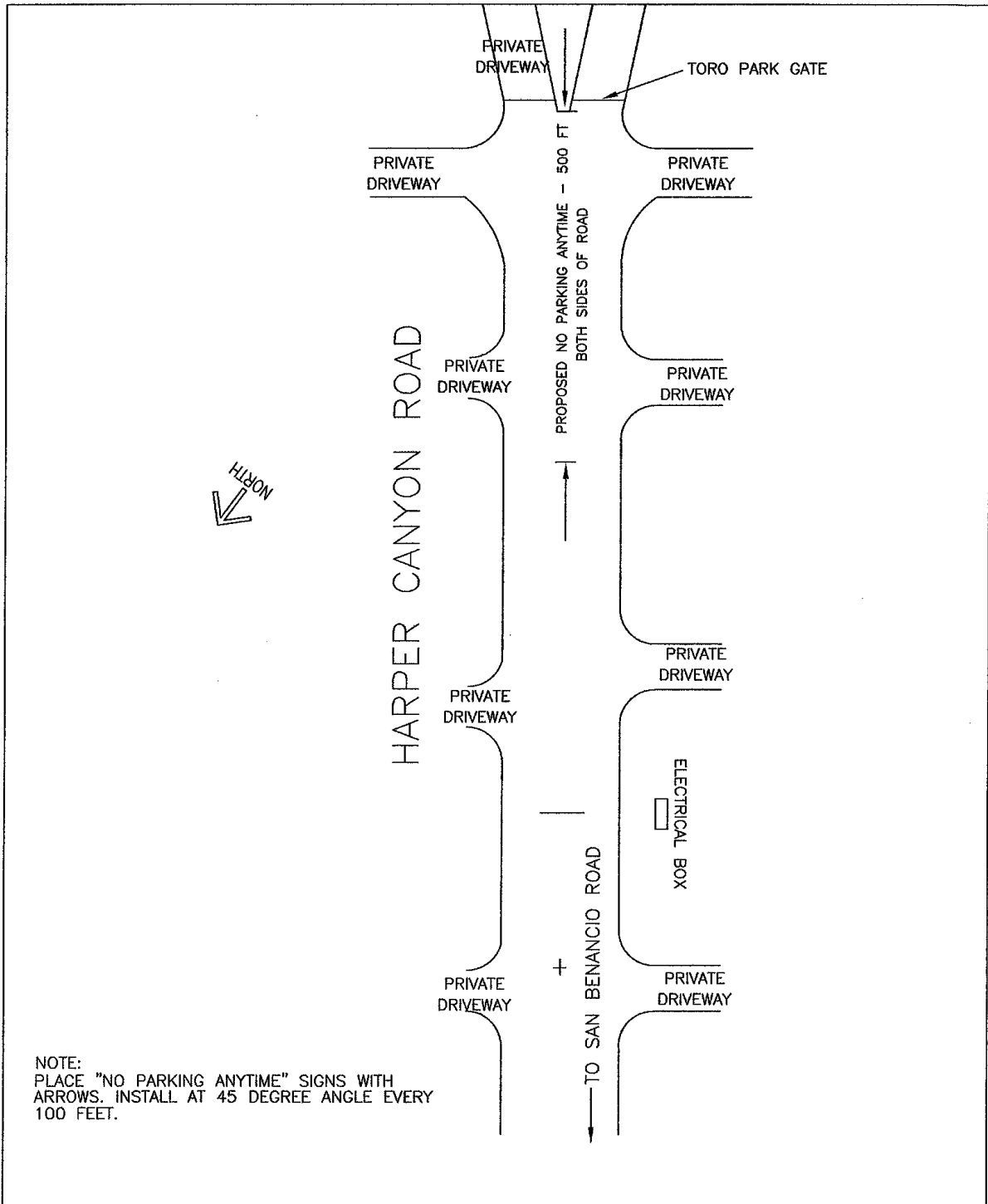
APPROVED AS TO FORM:



WENDY S. STRIMLING
Senior Deputy County Counsel

LOCATION MAP





NOTE:
 PLACE "NO PARKING ANYTIME" SIGNS WITH
 ARROWS. INSTALL AT 45 DEGREE ANGLE EVERY
 100 FEET.



MONTEREY COUNTY PUBLIC WORKS
 168 WEST ALISAL STREET 2ND FLOOR
 SALINAS, CALIFORNIA 93901
 (831) 755-4800/FAX 755-4958

HARPER CANYON ROAD
 PROPOSED NO PARKING

DATE 09/21/11	DWG. NO. HARPER CANYON ROAD	SHEET 1
SCALE N.T.S.	CONTRACT NO.	OF 1