County of Monterey

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

Meeting Agenda - Final-Revised

Tuesday, February 14, 2023
10:00 AM

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

Board of Supervisors

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

Important Notice Regarding COVID 19

Based on AB361 and recommendation of the Monterey County Health Officer, in order to minimize the spread of the COVID 19 virus, please do the following:

1. While the Board chambers remain open, you are strongly encouraged to observe the live stream of the Board of Supervisors meetings at https://monterey.legistar.com/Calendar.aspx, http://www.mgtvonline.com/, www.youtube.com/c/MontereyCountyTV or https://www.facebook.com/MontereyCoInfo/

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

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

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

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

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

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

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

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

Aviso importante sobre COVID 19

Según AB361 y la recomendación del Oficial de Salud del Condado de Monterey, para minimizar la propagación del virus COVID 19, haga lo siguiente:

1. Mientras las cámaras de la Junta permanezcan abiertas, se le recomienda encarecidamente que observe la transmisión en vivo de las reuniones de la Junta de Supervisores en https://monterey.legistar.com/Calendar.aspx, http://www.mgtvonline.com/, www.youtube.com/c/MontereyCountyTV o https://www.facebook.com/MontereyCoInfo/

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

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

Envíe su comentario por correo electrónico antes de las 5:00 p.m. el lunes anterior a la reunión de la Junta. Envíe su comentario al Secretario de la Junta a cob@co.monterey.ca.us. En un esfuerzo por ayudar al Secretario a identificar el ítem de la agenda relacionado con su comentario público, por favor indique en la Línea de Asunto, el cuerpo de la reunión (es decir, la Agenda de la Junta de Supervisores) y el número del ítem (es decir, el Ítem No. 10). Su comentario se colocará en el registro en la reunión de la Junta.

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

O para participar por teléfono llame a cualquiera de los siguientes números:

+1669900 6833 EE. UU. (San José)

+ 1346248 7799 EE. UU. (Houston)

+1312626 6799 EE. UU. (Chicago)

+1929205 6099 EE. UU. (Nueva York)

+1 253215 8782 EE. UU.

+1 301 715 8592 EE. UU.

Ingrese este número de identificación de la reunión: 224397747 cuando se le solicite. Tenga en

cuenta que no hay un código de participante, simplemente presionará # nuevamente después de que la grabación le indique.

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

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

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

La Cámara de Supervisores del Condado de Monterey invita y apoya la participación de los residentes del Condado de Monterey en sus reuniones. Si usted requiere la asistencia de un interprete, por favor comuníquese con la oficina de la Asistente de la Cámara de Supervisores localizada en el Centro de Gobierno del Condado de Monterey, (Monterey County Government Center), 168 W. Alisal, Salinas – o por teléfono al (831) 755-5066. La Asistente hará el esfuerzo para acomodar los pedidos de asistencia de un interprete. Los pedidos se deberán hacer lo mas pronto posible, y a lo mínimo 24 horas de anticipo de cualquier reunión de la Cámara de Supervisores.

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

HELPFUL INFORMATION/INFORMACION UTIL

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

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

https://monterey.legistar.com/Default.aspx

If assistance is needed please contact our office at the following email: cob@co.monterey.ca.us

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

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

https://monterey.legistar.com/Default.aspx

Si necesita ayuda, comuníquese con nuestra oficina al siguiente correo electrónico: cob@co.monterey.ca.us

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

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

Pursuant to AB361 some or all Supervisors may participate in the meeting by telephone or video conference.

10:00 A.M. - Call to Order

Roll Call

Additions and Corrections for Closed Session by County Counsel

Closed Session

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

   a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
   (1) *County of Monterey, et al. v. Juul Labs, Inc., et al.* (Superior Court of the State of California, County of Los Angeles Case No. 20CV001932)
   (2) *Mitchell, et al. v. Moses, et al.* (Monterey County Superior Court Case No. 19CV001523)

Public Comments for Closed Session

The Board Recesses for Closed Session Agenda Items

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

Roll Call

Pledge of Allegiance

Additions and Corrections by Clerk

Ceremonial Resolutions

2. Adopt a resolution proclaiming February 2023 as "Black History Month" in Monterey County. (REVISED VIA SUPPLEMENTAL)

   Attachments: Ceremonial Resolution - Black History Month 2023
   Revised Ceremonial Resolution - Black History Month 2023

3. Adopt a resolution recognizing the accomplishments of Helen Rucker and declaring the day of February 14, 2023 as "Helen Rucker Day" in Monterey County. (Supervisor Alejo & Supervisor

Askew)

Attachments: Ceremonial Resolution - Helen Rucker

4. Adopt a resolution supporting fundraising efforts to aid the people in Turkey and northern Syria who have been affected by the recent earthquakes. (Supervisor Alejo)

Attachments: Ceremonial Resolution - Turkey Earthquake

Appointments

5. Appoint Gina Martinez, Registrar of Voters, to the Equal Opportunity and Civil Rights Advisory Commission as a Department Head Council Representative with a term ending on December 31, 2025. (Nominated By The Department Head Council)

Attachments: Notification to Clerk of Appt - Gina Martinez
Resume - Gina Martinez

6. Appoint Anthony Storelli to the Fish and Game Advisory Commission as a Primary Representative to fill an unexpired term ending on February 1, 2025. (Nominated By District 3, Supervisor Lopez)

Attachments: Notification to Clerk of Appt - Anthony Storelli
Application - Anthony Storelli
Resume - Anthony Storelli

7. Appoint Flavio Diaz Torres to the Community Restorative Justice Commission as a Primary Representative with a term ending on February 14, 2026. (Nominated By District 3, Supervisor Lopez)

Attachments: Notification to Clerk of Appt - Flavio Diaz Torres
Resume - Flavio Diaz Torres
Application - Flavio Diaz Torres

8. Appoint Hal L. Grotke to the East Garrison Community Services District Advisory Committee as a Primary Representative with a term ending on February 6, 2026. (Nominated By District 4, Supervisor Askew)

Attachments: Notification to Clerk of Appt - Hal L. Grotke
Application - Hal L. Grotke

9. Reinstate Victor Caravez to the Community Action Commission as a District 1 Representative for Low-Income Residents to fill an unexpired term ending on July 1, 2023. (Nominated By District 1,

Supervisor Alejo)

Attachments: Notification to Clerk of Appt - Victor Caravez
Unscheduled Vacancies - Victor Caravez
Unscheduled Vacancies as of 11-14-22
Resume - Victor Caravez

Approval of Consent Calendar – (See Supplemental Sheet)

10. See Supplemental Sheet

General Public Comments

11. General Public Comments

Scheduled Matters

12. a. Receive an oral presentation from the Supervisor of Solid Waste Services of the Monterey County Health Department's Environmental Health Division and the Resource Recovery Manager of Salinas Valley Recycles, that provides a status report on Monterey County's Illegal Dumping and Litter Abatement Task Force; and
b. Provide direction to the Illegal Dumping and Litter Abatement Task Force regarding a request for financial support.

Attachments: Board Report

13. Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to modify Section A.49.1 Employment Bonus Program;
b. Direct the Human Resources Department and Auditor-Controller's Office to implement the changes.

Attachments: Board Report
Resolution
Attachment B - PPPR Amendments Clean_
Attachment A - PPPR Amendments Redines

14. Adopt a Resolution to:
a. Authorize the use of the General Fund Strategic Reserve up to $21,752,475 to provide advance funding to the Public Works, Facilities & Parks Department, and the Monterey County Water Resources Agency to fulfill the 2022/2023 Winter Strom Repair Projects to be repaid with reimbursements from the Federal Emergency Management Agency (FEMA) and other state and federal agencies;
b. Authorize the County Administrative Office and Auditor-Controller to make the appropriate fund balance designations in FY 2022-23 included in Attachment A; and

c. Authorize and direct the Auditor-Controller to amend the FY 2022-23 adopted budget by increasing appropriations and making the appropriate transfers included in Attachment A (4/5ths vote required).

Attachments: Board Report
Resolution and Attachment A
PWPF Winter Storm Projects List

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

Scheduled Matters

15. a. Receive a presentation on the proposed project for the Encampment Resolution Funding (ERF) opportunity offered through the California Interagency Council on Homelessness;
b. Approve and authorize the County Administrative Office to submit an Encampment Resolution Funding grant application to assist with the housing of people living in the Pajaro River encampment; and,
c. Authorize the Assistant County Administrative Officer, or designee, to execute all necessary documents required to be awarded the Encampment Resolution Funding allocation.

Attachments: Board Report
A. Presentation on Unsheltered Homelessness
B. Encampment Resolution Funding program NOFA

Other Board Matters

County Administrative Officer Comments

16. County Administrative Officer Comments

New Referrals

17. New Referrals

Attachments: Board Referral Matrix 2-14-23
2023.04 (Alejo) Storm Recovery Rent-Subsidy Program for Farmworkers

Referral Responses

Board Comments

18. Board Comments

Read Out from Closed Session by County Counsel

Adjournment - In Memory of Giuseppe D'Adamo

Supplemental Sheet, Consent Calendar

Natividad Medical Center

19. Authorize the Chief Executive Officer for Natividad or his designee to execute amendment No. 6 to the agreement (A-13517) with Healthcare Coding and Consulting Services, LLC for medical records coding, to add $878,000 for a revised total agreement amount not to exceed $4,305,000, with no changes to the scope of work or to the agreement term of August 22, 2021 through August 21, 2024.

Attachments: Board Report
Healthcare Coding and Consulting Services LLC Amendment 6
Healthcare Coding and Consulting Services LLC Amendment 5
Healthcare Coding and Consulting Services LLC Amendment 4
Healthcare Coding and Consulting Services LLC Renewal & Amendment 3
Healthcare Coding and Consulting Services LLC Amendment 2
Healthcare Coding and Consulting Services LLC Amendment 1
Healthcare Coding and Consulting Services LLC Agreement

Health Department

20. Approve the Monterey County Emergency Medical Services (EMS) Plan for the years 2019 through 2021 and authorize the Emergency Medical Services Agency Director to submit the EMS Plan to the California Emergency Medical Services Authority.

Attachments: Board Report
Emergency Medical Services Plan 2019 Through 2021

Criminal Justice

21. Adopt a resolution to revise and approve amendments to, and revise, the Monterey County Public Defender's Conflict of Interest Code.

Attachments: Board Report
Resolution
Redline Attachment C
Revised Attachment C

General Government

22. Receive a report that provides updates on the implementation of Citygate recommendations and alternative enhancements for the Cannabis Program.

Attachments: Board Report
A. FY 22-23 Q2 Update on Citygate Recommendations and Alternative Enhancements
B. Cannabis Program Performance Indicators as of January 2023

23. a. Authorize the Chief Information Officer to execute non-standard California Multiple Award Schedules (CMAS) for Information Technology Goods & Services with Johnson Electronics (CMAS 3-19-84-0084A), awarded vendor for Genetec Incorporated Security-Access Control Systems, network connectivity and other technology products and services retroactive to July 11, 2019, through May 21, 2023, for a total contract amount of $2,000,000; and
b. Authorize the Chief Information Officer or his designee to execute order forms and such documents as necessary to implement the agreement with Johnson Electronics for purchase of Technology Goods & Services; and
c. Accept non-standard contract provision as recommended by the Chief Information Officer or his designee; and
d. Authorize the Chief Information Officer or his designee to execute five (5) amendments to the agreement, subject to CMAS renewal terms and County Counsel review, extending the term by one (1) year per amendment, where the amount of each amendment does not exceed ten percent (10%) per amendment, and where the amendments do not significantly change the scope of work or the terms of the Agreement.

Attachments: Board Report
Johnson Electronics CMAS

24. a. Amend the Auditor-Controller FY 2022-23 Budget 1110-8374-Fund 001-Appropriation Unit AUD001 in reallocating one (1) 1.0 FTE Auditor-Controller Analyst I (20B24) to one (1) 1.0 FTE Auditor-Controller Analyst II (20B25) as indicated in Attachment A;
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

Attachments: Board Report
Attachment A - ACA I to ACA II GA
Board Resolution Reallocation ACA I to ACA II

25. a. Amend the Auditor-Controller Adopted Budget (001-1110-8011-AUD001) to allocate one (1) 0.5 FTE Senior Personnel Analyst as indicated in Attachment A; and
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

Attachments: Board Report
Attachment A - Senior Personnel Analyst 0.5 FTE
Board Resolution Allocation Senior Personnel Analyst 0.5 FTE

26. a. Approve and authorize the Chief Information Officer to execute a non-standard Agreement with

Mimomax Wireless Incorporated in the maximum amount of $75,000 for the period of February 14, 2023, through June 30, 2026, to provide products, services, support, and training on microwave and related equipment at County radio communications sites; and
b. Approve and authorize the Chief Information Officer, or his designee, to execute order confirmations and such documents as are necessary to implement the agreement for related services and equipment; and
c. Approve non-standard agreement terms as recommended by the Chief Information Officer; and
d. Authorize the Chief Information Officer to sign up to two (2) amendments to this Agreement, which extend services by one (1) year each, where any increased costs do not exceed 10% of the cost of the prior year, subject to County Counsel review, and provided that the terms and conditions of the agreement remain substantially the same.

Attachments: Board Report
Mimomax Wireless Inc agreement

27. Adopt an ordinance amending Chapter 7.100 (Commercial Cannabis Business Tax) of the Monterey County Code to reduce the commercial cannabis business tax rates for cultivation activities retroactive to January 1, 2023.

Attachments: Board Report
A. Draft ordinance (redline version)
B. Draft ordinance (signed clean version)

28. a. Authorize the Registrar of Voters to consolidate and provide specified election services for the April 18, 2023, Paso Robles Joint Unified School District Special Election, and;
b. Authorize the Registrar of Voters to consolidate and provide specified election services for the May 2, 2023, San Lucas Union Elementary School District Special Election.

Attachments: Board Report
Exhibit A - Paso Robles Joint Unified School District Resolution No. 22-34
Exhibit B - San Lucas Union Elementary School District Resolution No. 20222023-TRK

Addenda/Supplemental

Addenda/Supplemental

Uploaded Revised Attachment under Ceremonial Resolutions

2. Adopt a resolution proclaiming February 2023 as “Black History Month” in Monterey County.

County of Monterey

Board Report

Legistar File Number: CS 23-009

Item No.1

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

February 14, 2023

Introduced: 2/6/2023
Version: 1

Current Status: Agenda Ready
Matter Type: Closed Session

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

a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) *County of Monterey, et al. v. Juul Labs, Inc., et al.* (Superior Court of the State of California, County of Los Angeles Case No. 20CV001932)
(2) *Mitchell, et al. v. Moses, et al.* (Monterey County Superior Court Case No. 19CV001523)

County of Monterey

Board Report

Legistar File Number: CR 23-008

Item No.2

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

February 14, 2023

Introduced: 2/6/2023
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution proclaiming February 2023 as “Black History Month” in Monterey County. (REVISED VIA SUPPLEMENTAL)

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

Proclamation No.
Adopt Resolution Proclaiming February 2023 as **"Black History Month"** in Monterey County.

WHEREAS, African American history is an integral part of American history and since our nation's bicentennial in 1976 February has been designated as a month to emphasize, recognize and celebrate the contributions and achievements of African Americans; and

WHEREAS, Dr. Carter G. Woodson, born in Virginia in 1875, escaped poverty through education and received his doctorate degree from Harvard in 1812 noticed that the contributions of African Americans were not properly represented in history books. In 1915, he founded what is now known as the Journal of African American History and in 1927 organized the first annual Negro History Week for the second week in February to coincide with the birthdays of Abraham Lincoln and Frederick Douglas; and

WHEREAS, The County of Monterey can count among its past and present citizens many African American leaders, educators, and social justice pioneers with state, national and international historical prominence; and

WHEREAS, African Americans of all walks of life have made significant contributions throughout the history of Monterey County and continue to serve at the highest levels of business, government, arts, education, non-profit organizations, civil rights and the military, to name a few; and

WHEREAS, The County of Monterey honors it's leaders who proudly serve on many important elected leadership positions, including Seaside Mayor Ian Oglesby, Monterey Mayor Tyller Williamson, Monterey Council Member Kim Barber, Monterey County Office of Education Board Member Mary Claypool, ~~Monterey Peninsula Unified School District School Board Member~~ Yuri Anderson, Monterey Peninsula Unified School District School Board Member Board Member Dr. Bettye Lusk, Monterey Peninsula College Board Member Rosalyn Green, Monterey Peninsula College Board Member Debbie Anthony, Monterey Peninsula Water District Board Member Alvin Edwards, and North County Fire District Board Member Jacqueline Simon; and

WHEREAS, The County of Monterey strives to be an inclusive community in which all of our diverse residents, past, present, and future, are respected and recognized for their valuable accomplishments, leadership and contributions to Monterey County, the State of California, and our nation.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Monterey, on behalf of the County and all residents thereof, declare that the month of February 2023 be proclaimed as **"Black History Month"** in Monterey County and urges all residents to join in celebrating the accomplishments, leadership and contributions of African Americans in Monterey County and beyond.

PASSED AND ADOPTED this _____ day of _____, 2023, by the following vote, to wit:
AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ____ for the meeting on _____, 2023.

Dated:

Valerie Ralph, 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

Proclamation No.
Adopt Resolution Proclaiming February 2023 as **"Black History Month"** in Monterey County.

WHEREAS, African American history is an integral part of American history and since our nation's bicentennial in 1976 February has been designated as a month to emphasize, recognize and celebrate the contributions and achievements of African Americans; and

WHEREAS, Dr. Carter G. Woodson, born in Virginia in 1875, escaped poverty through education and received his doctorate degree from Harvard in 1812 noticed that the contributions of African Americans were not properly represented in history books. In 1915, he founded what is now known as the Journal of African American History and in 1927 organized the first annual Negro History Week for the second week in February to coincide with the birthdays of Abraham Lincoln and Frederick Douglas; and

WHEREAS, The County of Monterey can count among its past and present citizens many African American leaders, educators, and social justice pioneers with state, national and international historical prominence; and

WHEREAS, African Americans of all walks of life have made significant contributions throughout the history of Monterey County and continue to serve at the highest levels of business, government, arts, education, non-profit organizations, civil rights and the military, to name a few; and

WHEREAS, The County of Monterey honors it's leaders who proudly serve on many important elected leadership positions, including Seaside Mayor Ian Oglesby, Monterey Mayor Tyller Williamson, Monterey Council Member Kim Barber, Monterey County Office of Education Board Member Mary Claypool, Monterey Peninsula Community College District Board of Trustees Member Yuri Anderson, Monterey Peninsula Unified School District School Board Member Board Member Dr. Bettye Lusk, Monterey Peninsula College Board Member Rosalyn Green, Monterey Peninsula College Board Member Debbie Anthony, Monterey Peninsula Water District Board Member Alvin Edwards, and North County Fire District Board Member Jacqueline Simon; and

WHEREAS, The County of Monterey strives to be an inclusive community in which all of our diverse residents, past, present, and future, are respected and recognized for their valuable accomplishments, leadership and contributions to Monterey County, the State of California, and our nation.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Monterey, on behalf of the County and all residents thereof, declare that the month of February 2023 be proclaimed as **"Black History Month"** in Monterey County and urges all residents to join in celebrating the accomplishments, leadership and contributions of African Americans in Monterey County and beyond.

PASSED AND ADOPTED this _____ day of _____, 2023, by the following vote, to wit:
AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ____ for the meeting on _____, 2023.

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 23-009

Item No.3

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

February 14, 2023

Introduced: 2/6/2023
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing the accomplishments of Helen Rucker and declaring the day of February 14, 2023 as “Helen Rucker Day” in Monterey County. (Supervisor Alejo & Supervisor Askew)

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

Resolution No.:
Adopt resolution recognizing the accomplishments of **Helen Rucker** and declaring the day of February 14, 2023 as **"Helen Rucker Day"** in Monterey County.

WHEREAS, **Helen Rucker**, a native of Louisiana arrived in Seaside, California in 1968 with her husband a U.S. Army veteran; and

WHEREAS, Helen Rucker is a retired teacher, librarian and longtime community activist in the Monterey Peninsula and City of Seaside; and

WHEREAS, **Helen Rucker** has dedicated her career and life to civil rights and community engagement; and

WHEREAS, Helen Rucker began her activism by holding voter registration information sessions in Louisiana and then in California; and

WHEREAS, Helen Rucker has served on the Monterey Peninsula Unified School District Board of Trustees, Seaside City Council and as former President of the Monterey County Branch of the NAACP; and

WHEREAS, Helen Rucker is the founder of the Seaside Voter Education Center since 1964, an organization dedicated to inspiring young people of color to vote and launched the Seaside Voter Education Center in 2008, where she registers voters and educates them on vital neighborhood concerns; and

WHEREAS, In 2017, **Helen Rucker** was awarded the Monterey County Branch of the National Association for the Advancement of Colored People's Medgar Evers Freedom Legacy Award for her work on behalf of civil rights and civic engagement; and

WHEREAS, In 2019 **Helen Rucker** received the Community Woman of Distinction from the Women's Leadership Council at California State University, Monterey Bay; and

WHEREAS, Helen Rucker continues to be a trailblazer throughout Monterey County by spreading the word on the importance and privilege of participating in our democracy.

NOW, THEREFORE BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of the County and all residents thereof, recognize the exemplary lifetime accomplishments, leadership and activism of Helen Rucker and declares February 14, 2023 as **"Helen Rucker Day"** in Monterey County as part of our proud celebration of Black History Month in our county.

PASSED AND ADOPTED this _____ day of _____, 2023, by the following vote, to wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____, 2023.

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 23-010

Item No.4

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

February 14, 2023

Introduced: 2/9/2023
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution supporting fundraising efforts to aid the people in Turkey and northern Syria who have been affected by the recent earthquakes. (Supervisor Alejo)

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

Resolution No.:
Adopt Resolution supporting fundraising efforts to aid the people in Turkey and northern Syria who have been affected by the recent earthquakes.

WHEREAS, 7.8 and 7.5 magnitude earthquakes struck parts of southern Turkey and northern Syria on Monday, February 6, 2023; and,

WHEREAS, the region has experienced numerous significant aftershocks; and,

WHEREAS, those regions have suffered grievous loss of life and injury, and experienced tremendous damage to structures; and,

WHEREAS, rescue and recovery efforts continue with the help of many nations including the United States of America; **NOW, THEREFORE**,

BE IT RESOLVED by the Board of Supervisors of the County of Monterey that the County sends its deepest condolences to those countries and people who have been affected by this tragedy, and sends it best wishes for a quick recovery.

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes legitimate and verified fundraising efforts to aid those in need and suffering from the earthquake to be shared with county employees who wish to donate.

PASSED AND ADOPTED this ____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

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

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

By_____

, Deputy

County of Monterey

Board Report

Legistar File Number: APP 23-026

Item No.5

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

February 14, 2023

Introduced: 1/24/2023
Version: 2

Current Status: Appointment
Matter Type: Appointment

Appoint Gina Martinez, Registrar of Voters, to the Equal Opportunity and Civil Rights Advisory Commission as a Department Head Council Representative with a term ending on December 31, 2025. (Nominated By The Department Head Council)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Ruby Jacinto, Civil Rights Office

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: February 14, 2023

Appointment to the (Name of the Board, Commission or Committee): Equal Opportunity and Civil Rights Advisory Commission

Nominated by (Supervisor/District and or Association): Department Head Council

Representing (Primary, Alternate, At Large, Community Organization, etc.): Department Head Council

Nominated Appointee:

Name: Gina Martinez

Address:

Telephone number(s):

Cell:
Home
Business

Email:

Contact preference: ☐ USPS Mail or via ☒ Email

Reason for Nomination:

☒ New Appointment

Replacing Member: Henry Gonzales

☐ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on:

Earliest Board of Supervisors' meeting date appointment can be set is: n/a

Term: Start Date: 2/14/23 Expiration Date:12/31/25

Gina M. Martinez

Executive Profile

Professional election administrator in the State of California with 15 years of experience with consistent promotions and increasing levels of responsibility. Active participant in state election committees, including chair position of the recount subcommittee. Executive leader with a history of engaging personnel within and across departments and through significant change.

Highlights

- ✓ Principles of Policy, County and Election Administration
- ✓ Grant Preparation and Administration
- ✓ Accessibility Compliance
- ✓ Principles of Leadership, Engagement and Team Building
- ✓ Change Management
- ✓ Community Outreach and Public Relations

Professional Summary

Registrar of Voters
Monterey County Elections
July 2021 - Present

Direct the planning, development, and administration of programs mandated by federal, state and county laws and regulations.

Assistant Registrar of Voters
Monterey County Elections
September 2014-2021 (Permanent)
August 2013-September 2014 (Interim)

Direct the development of departmental strategic planning scenarios based upon changes in election law and trends in technology.
Major areas of responsibility include managing personnel, administration of operations, and community relations. Relevant highlights include:

- Oversee personnel matters including recruitment, hiring, training, and evaluation of elections personnel.
- Direct the outreach plan for equity in civic engagement.

Elections Program Manager
Monterey County Elections
March 2007 – August 2013
The position was classified as an Elections Services Specialist between March 2007 to October 2010. The position was subsequently reclassified in 2010 to Elections Program Manager.

Managed precinct services program area, interim program manager in multiple divisions.

- Recruited, training and coordinated placement of 1000+ volunteer and temporary employees per election
- Co-authored competitive grant for accessibility.

Adjunct Faculty
Hartnell College
2009 and 2011

- Instructor of record for Public Speaking, Intercultural Communication, and Introduction to Communication.
- Engaged, motivated, and challenged diverse student body.

Student Affairs Officer
University of California, Davis
2006-2007

- Advised multicultural and socioeconomically diverse group of students on matters related to course planning, career exploration, and goal setting/achievement.

Education and Certifications

Master of Arts, Communication *University of Washington, Seattle.*

Bachelor of Arts, Communication *University of California, Davis.*

California Professional Election Administrator *California Association of Clerks and Election Officials.* Registered Election Official number 138. 2015.

Credentialed California Senior Executive *The CSAC Institute for Excellence in County Government.* 2019.

County of Monterey

Board Report

Legistar File Number: APP 23-027

Item No.6

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

February 14, 2023

Introduced: 2/6/2023
Version: 2

Current Status: Appointment
Matter Type: Appointment

Appoint Anthony Storelli to the Fish and Game Advisory Commission as a Primary Representative to fill an unexpired term ending on February 1, 2025. (Nominated By District 3, Supervisor Lopez)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: District 3

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: February 14, 2023

Appointment to the (Name of the Board, Commission or Committee): **Fish and Game Advisory Commission**

Nominated by (Supervisor/District and or Association): **Supervisor Chris Lopez**

Representing (Primary, Alternate, At Large, Community Organization, etc.): Primary

Nominated Appointee:

Name: Anthony J. Storelli

Address:

Telephone number(s):
Primary:
Home.
Business

Email:

Contact preference: ☒ USPS Mail or via ☒ Email

Reason for Nomination:

☐ New Appointment

Replacing Member:

☐ Reappointment

☒ Filling an Unscheduled/Unexpired Term

Replacing Member: Mitchell Moss

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

Clerk noticed of Unscheduled/Unexpired Term on:

Earliest Board of Supervisors' meeting date appointment can be set is:

Term:

Start Date: 02/14/2023 Expiration Date: **2/01/2025**

Submitted application for

FISH AND GAME ADVISORY COMMISSION

Email *

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

First Name *

Anthony

MI

J

Last Name *

Storelli

Address 1 *

City *

State *

CA

Postal Code *

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

Ethnicity

White

Gender

Male

What district do you live in? *

District 3

Primary Phone *

Alternate Phone *

Please identify how you prefer to be contacted.

Phone

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

No

Interests & Experiences

Please tell us about yourself and why you want serve

I was born and raised in Monterey county and I am passionate about the outdoors and serving my community.

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

I am interested in helping shape the policies and programs that impact our communities.

Have you served on an advisory group before?

No

How did you hear about the position?

Word of Mouth

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

Yes

Background Information

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

View Resume (/BCAndCApply/Files/e8ae4ee5-f458-4397-8610-1242c6f02887.Anthony Resume 1.pdf)

Employer

City Of King City

Job Title

Superintendent of Public Works

Occupation

Superintendent

Employer Address

212 S Vanderhurst Ave, 93930, King City CA

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

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

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

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

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

Please identify any specialized accommodations needed for equal participation:

N/A

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

Enter Your Initals *

AS

Anthony Storelli

Superintendent pf Public Works, City of King

EXPERIENCE

City Of King — *Superintendent of Public Works*

May-2022- PRESENT

supervises, evaluates and participates in the work of crews responsible for construction, repair, maintenance and operational work in Public Works maintenance units such as streets and sewers, parks, building and grounds

CALPIA, Correctional Training Facility — *Superintendent II, Maintenance & Repair*

April 2021- May-2022

Coordinate, prioritize and supervise all work orders and repairs, perform quality control to inspect, diagnose, and repair any issues or defects which might arise, manage small- and large-scale projects while maintaining my budget

CALPIA, Correctional Training Facility — *Industrial Warehouse & Distribution Supervisor*

December 2014- March 2021

Led a team of fifteen warehouse workers, with an emphasis on training and preventative maintenance

California Correctional Healthcare Services, Salinas Valley State Prison & Correctional Training Facility— *Materials & Stores Supervisor II*

September 2012- November 2014

Order, distribute and maintain a wide verity of healthcare and clinical equipment and supplies.

Pebble Beach Company, Pebble Beach, CA— *Assistant Store Room Manager*

October 2010- September 2012

Managed back of the house day to day operations and oversaw implementation of special projects and events.

EDUCATION

CSUDH, Carson California —Certifications

OSHA 3095 - Electrical Standards Certification, OSHA 2225 Respiratory Protection Certification, OSHA 2225 Qualitative Fit Testing Certification

Overton Safety Training, Inc, Hillsboro Oregon —Certifications

Certified Forklift Operator Class FL 1, FL 4, & FL 5, Certified Forklift Instructor/Evaluator, Lift Equipment

California Leadership Academy—Certification

Supervisor Development Program (80 Hours), Beyond the Pandemic: The Hybrid Workforce through Cearns

Monterey High School, Monterey CA — *Diploma*

August 2000- June 2003

PROJECTS RECENTLY COMPLETED

Project manager overseeing every aspect of electrical upgrade of the entire CALPIA factory.

Project manager & hands on role removing, refinishing & reinstalling work out yard equipment.

Overseeing the CALPIA Beautification Project.

Incorporating Electric Vehicle Fleet Compliance and creating a new charging regimen.

Oversaw industrial pneumatic tool powering air compressor replacement in two locations.

AWARDS

Nominated for California Medal of Valor for saving a Correctional Officer's Life.

Perfect Attendance, CTF

LICENSES & CERTIFICATIONS

OSHA 3095 - Electrical Standards Certification

OSHA 2225 Respiratory Protection Certification

OSHA 2225 Qualitative Fit Testing Certification

Certified Forklift Operator Class FL 1, FL 4, & FL 5

Certified Forklift Instructor/Evaluator, Lift Equipment

County of Monterey

Board Report

Legistar File Number: APP 23-028

Item No.7

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

February 14, 2023

Introduced: 2/6/2023
Version: 2

Current Status: Appointment
Matter Type: Appointment

Appoint Flavio Diaz Torres to the Community Restorative Justice Commission as a Primary Representative with a term ending on February 14, 2026. (Nominated By District 3, Supervisor Lopez)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: District 3

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: February 14, 2023

Appointment to the (Name of the, Commission or Committee): **Community Restorative Justice Commission**

Nominated by (Supervisor/District and or Association): Supervisor Chris Lopez

Representing (Primary, Alternate, At Large, Community Organization, etc.): Primary

Nominated Appointee:

Name: Flavio Diaz Torres

Address:

Telephone number(s):
Primary number:
Home
Business

Email:

Contact preference: ☒ USPS Mail or via ☒ Email

Reason for Nomination:

☒ New Appointment

Replacing Member:

☐ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on:

Earliest Board of Supervisors' meeting date appointment can be set is:

Term:

Start Date: 2/14/2023 Expiration Date**: February 14, 2026**

Flavio Díaz Torres

College Student

Engineering and Business major student with a wide scope of skills and experiences. Looking to become a valuable asset to the desired workplace and team.

EDUCATION

High School
Soledad High School
08/2018 - 06/2022 *Soledad, CA*

Community College
Hartnell College
09/2022 - Present *Salinas,CA*

WORK EXPERIENCE

Agriculture Expert
Dole and Sub-contracting
07/2019 - 07/2021
Agricultural cooling plants and celery fields
Achievements/Tasks
- Oversaw Packaging plant Sanitation processes.
- Worked in seasonal field planting and pipeline set-up.
- Forklift operator to organize vegetable pallets.

Contact : Ricardo Martinez - 805-436-9035

Maintenance & Office Work
Lightning Bolt Industrial
07/2020 - 01/2022 *Salinas, CA*
Parts and Service company. Mainly working on forklifts and agricultural coolers systems.
Achievements/Tasks
- Did Preventive Maintenance on industrial electric and gas forklifts.
- Maintenance on various Warehouse loading dock systems.
- Used Quickbooks to keep accounting and clientele records.

Contact : Flavio Díaz Martinez - 831-320-9750

City Intern
Economic Development Department.
07/2022 - 09/2022 *Soledad,CA*
City of Soledad City government
Achievements/Tasks
- Used Microsoft Applications to organize city wide housing information, Event planning, and construct resolutions for city council reports.
- Oversaw the planning of city wide events and fundraisers.
- Presented construction projects and policy changes to the city's governing council and planning commission.

Contact : Bryan Swanson - (708)-846-1423

SKILLS

Online Marketing | Bilingual (English&Spanish) | Microsoft Excel & Powerpoint Expert | Copyrighting and Transcription | Research Expert | Canva Design | Finance Analysis | Contracting

PERSONAL PROJECTS

UCSC SIP Research Project (07/2022 - 09/2022)
- Used python coding and softwares to analyze Stellar Emission lines for composition analysis.

UCSC Ethics Bowl (12/2019 - 07/2021)
- Worked with UCSC Philosophy Dep. to compete in the regional Speech and Debate Ethics bowl through thorough case analysis and argumentative writing.

Hartnell Rotaract Club (09/2022 - Present)
- Worked with Rotary International to start a Rotaract program within the Hartnell Community College and offer students volunteer-ship opportunities, academic scholarships, and career experiences.

Mayor Elections Marketing Manager (08/2022 - Present)
- Worked as the Marketing Manager when the current City of Soledad's Mayor ran in the elections where I set up events for community engagement and did online marketing throughout the community.

ORGANIZATIONS

Lightning Bolt Industrial (07/2020 - 01/2022)

UCSC Philosophy Dep. (12/2019 - 07/2021)

New Image Design (07/2020 - 08/2020)
Engineering Internship to fabricate and weld packaging plant conveyor belts.

UCSC MESA And SIP (08/2016 - 09/2022)
MESA program engineering projects and SIP Astrophysics projects.

Maria Corralejo for Mayor Campaign (08/2022 - Present)

Soledad Rotary (08/2022 - Present)
Rotary International Sub group

City of Soledad, City Government (06/2022 - Present)

Submitted application for

Community Restorative Justice Commission

Email *

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

First Name * Flavio

MI

Last Name * Diaz Torres

Address 1 *

City *

State * CA

Postal Code *

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

Ethnicity

Gender

Hispanic/Latino

Male

What district do you live in? *

District 3

Primary Phone *

Alternate Phone *

Please identify how you prefer to be contacted.

Phone

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

No

Interests & Experiences

Please tell us about yourself and why you want serve

My name is Flavio Díaz Torres and I'm currently a student at Hartnell College. The reason I'm interested in this commission is because I want to learn more about the programs in place that help people in and out of the jailing system along with making educated decisions on how the commission can help improve certain aspects of the probation and law enforcement system in our communities.

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

Growing up I saw a lot of people I once called friends end up either dead or in jail due to bad decisions and getting involved with the wrong groups of people. I've recently began to work closely with the 11 Rotary groups in the Salinas valley along with several city governments to coordinate events and put programs in place to help the community and if allowed to serve on this commission I do plan to take what I learn from it and implement the changes we'd discuss back into the same communities I work with.

Have you served on an advisory group before?

No

How did you hear about the position?

Supervisor Chris Lopez

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

Yes

Background Information

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

View Resume (/BCAndCApply/Files/45b7a1e3-be2e-4b3e-a8af-58a2a9959ac5.FlavioDTResume.pdf)

Employer	Job Title	Occupation
Lightning Bolt Ind.	Mechanic/IT	Information Technology

Employer Address

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

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

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

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

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

Please identify any specialized accommodations needed for equal participation:

none necessary

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

Enter Your Initals *

FDT

County of Monterey

Board Report

Legistar File Number: APP 23-029

Item No.8

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

February 14, 2023

Introduced: 2/6/2023
Version: 2

Current Status: Appointment
Matter Type: Appointment

Appoint Hal L. Grotke to the East Garrison Community Services District Advisory Committee as a Primary Representative with a term ending on February 6, 2026. (Nominated By District 4, Supervisor Askew)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Supervisor Wendy Root Askew

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: February 14, 2023

Appointment to the (Name of the Board, Commission or Committee): East Garrison Community Services District Advisory Committee

Nominated by: Supervisor Wendy Root Askew, District 4

Representing (Primary, Alternate, At Large, Community Organization, etc.): Primary

Nominated Appointee:

Name: Hal L. Grotke

Address:

Telephone number(s):
Primary
Alternate
Business

Email:

Contact preference: ☐ USPS Mail or via ☒ Email

Reason for Nomination:

☒ New Appointment

Replacing Member: Brian Nelson

☐ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on:

Earliest Board of Supervisors' meeting date appointment can be set is:

Term:

Start Date: February 7, 2023 Expiration Date: February 6, 2026

Submitted application for

EAST GARRISON COMMUNITY SERVICES DISTRICT ADVISORY COMMITTEE

Email *

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

First Name *

Hal

MI

L

Last Name *

Grotke

Address 1 *

City *

State *

CA

Postal Code *

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

Ethnicity

Gender

What district do you live in? *

District 4

Primary Phone *

Alternate Phone *

Please identify how you prefer to be contacted.

Email

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

No

Interests & Experiences

Please tell us about yourself and why you want serve

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

I live in the neighborhood and I want to have a positive influence on the future of the community.

Have you served on an advisory group before?

No

How did you hear about the position?

Supervisor Askew

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

Yes

Background Information

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

no resume uploaded

Employer

California Correctional Health Care Services

Job Title

Physician & Surgeon

Occupation

Family doctor

Employer Address

N/A

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

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

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

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

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

Please identify any specialized accommodations needed for equal participation:

None

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

Enter Your Initals *

HLG

County of Monterey

Board Report

Legistar File Number: APP 23-031

Item No.9

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

February 14, 2023

Introduced: 2/8/2023
Version: 2

Current Status: Appointment
Matter Type: Appointment

Reinstate Victor Caravez to the Community Action Commission as a District 1 Representative for Low-Income Residents to fill an unexpired term ending on July 1, 2023. (Nominated By District 1, Supervisor Alejo)

NOTIFICATION TO CLERK OF APPOINTMENT

To: Clerk of the Board's Office: _____Valerie Ralph _____

From: (BCC or District Office): _____Linda J. Gonzalez, COS for Supervisor Luis A. Alejo_____

Board of Supervisors Meeting Date**:** __February 14, 2023 _____

Name of Board, Commission, or Committee: _Community Action Commission _____

Representing: ___D1 Low Income Residents_____

Name and address of Appointee: _Victor Caravez_____

_____

Phone Numbers: Cell: _____
Home: _____

Business: _____

Email: _____

Terms Check one:

New Term _____

Reappointment _x____

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

Replacing which member: ____ _____

TERM EXPIRATION DATE: ___July 1, 2023_____

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: _____

Clerks use: _____ Web updated _____ Maddy Book updated _____ Added to Legistream agenda ____ COI Form Updated 07-16-15

UNSCHEDULED VACANCIES

BOARDS – COMMISSIONS – COMMITTEES – DISTRICTS APPOINTED BY BOARD OF SUPERVISORS, COUNTY OF MONTEREY

POSTING DATE: February 8, 2023

BOARD, COMMISSION OR COMMITTEE: **Community Action Commission**

NAME OF RESIGNING MEMBER: Victor Caravez

NOMINATING AUTHORITY: District 1

BOARD OF SUPERVISORS MEETING DATE: December 6, 2022, reflects the earliest hearing date appointment can be placed on agenda; no earlier than 10 working days after above posting date.)

TERM ENDS: July 1, 2023

Clerk of the Board

`Boards, Committees and Commissions
And Special Districts
Unscheduled Vacancies as of 11/14/22

(Pursuant to "Maddy Local Appointive Act of 1975")

NOTICE IS HEREBY GIVEN that an unscheduled vacancy occurred on the dates hereinafter specified in the membership on the hereinafter identified Monterey County board, commission, or committee for which the Board of Supervisors has the appointing power.

NOTICE IS FURTHER GIVEN THAT after a lapse of ten (10) working days from the posting of this notice, the Board of Supervisors intends to appoint a person(s) to fill this vacancy.

Valerie Ralph
CLERK OF THE BOARD OF SUPERVISORS

Vacancy Date	Board, Committee, or Commission; Special District	Resigning Member	Committee Seat Term Expiration	Category
10-07-11	Spreckels Memorial District	Two Positions Available	11-30-19	Contact District 3 or County Registrar of Voters
02-12-14	Commission on the Status of Women	Vacant	02-01-18	District 3
06-05-14	Commission on Disabilities	McCullough	Pleasure	District 5
03-18-15	Mental Health Commission	Coronado	05-31-17	District 4 – Consumer Representative
05-12-15	Commission on Disabilities	Camacho	Pleasure	District 1
06-02-15	Equal Opportunity Advisory Commission	Fuerte	Pleasure	District 2
09-18-15	Workforce Development Board	Wong	03-03-18	Full Board – Business Organization
09-18-15	Workforce Development Board	Nield	04-26-17	Full Board – Economic Development
10-09-15	Child Care Planning Council	McCourt	06-30-17	Community Representative
01-20-16	Carmel Valley Recreation & Park District	Ingram	12-31-16	Full Board
02-05-16	Workforce Development Board	Aniello	05-25-16	Full Board – Representing Business
02-25-16	Economic Opportunity Committee	Danzer	Pleasure	Full Board Agriculture Representative
06-16-16	Castroville Community Service District	Lewis	11-30-19	Full Board
07-06-16	Commission on Disabilities	McDonnal	12-31-19	Full Board, Special Kids Crusade Representative
10-21-16	Gonzales Cemetery District	Turner	04-14-20	District 3
02-21-17	Mental Health Commission	Sanchez	05-31-17	District 1 – Family Interest
02-22-17	Commission on Disabilities	Dixon	12-31-18	Full Board- Representing Military & Veterans Affairs Advisory Commission
03-10-17	Water Resources Agency	Huerta	12-31-17	Full Board – City Selection Committee

03-31-17	Economic Opportunity Committee	Scherpinski	Pleasure	Full Board - Labor
06-12-17	Commission on Disabilities	Gonzalez	12-31-18	Full Board – Community Based Organization
08-09-17	Workforce Development Board	Silva	06-15-19	Full Board; Business Representative
09-18-17	Commission on the Status of Women	Doty	02-01-18	District 3
10-01-17	Workforce Development Board	Chamberlain	04-26-20	Full Board, Business Representative
11-07-17	Commission on the Status of Women	Garcia	02-01-20	District 5
11-20-17	Monterey County Water Resources Agency	Hart	12-31-18	Full Board – Agricultural Advisory Committee Appointee
01-04-18	Fish & Game Commission	Espindola	02-01-20	District 1
01-24-18	Area Agency on Aging	Whitfield	01-01-20	Full Board, Member-At-Large
01-24-18	Area Agency on Aging	Vasquez	01-01-19	Full Board, Member-At-Large
02-01-18	Commission on Disabilities	Dobrilovic	12-31-18	Full Board, Ex-officio Dept. Head
02-01-18	Economic Opportunity	Limesand	Pleasure	Full Board - Healthcare
02-01-18	Equal Opportunity Commission	Kirkland	Pleasure	District 5
03-05-18	Parks Commission	Contreras	04-26-19	District 1
03-27-18	Spreckels Community District	Eastwood	11-05-19	Full Board
04-20-18	Commission on the Status of Women	Trejo	02-01-19	District 2
04-20-18	Economic Opportunity Committee	Ramos	Pleasure	Full Board
04-20-18	Area Agency on Aging Advisory Council	Blakeney	01-01-21	District 1
05-31-18	Countywide Oversight Board	New Position	Pleasure	Full Board Appointment
05-31-18	Countywide Oversight Board	New Position	Pleasure	One member appointed by the county superintendent of education to represent schools if superintendent is elected.
05-31-18	Countywide Oversight Board	New Position	Pleasure	One member of the public appointed by the County Board of Supervisors
05-31-18	Countywide Oversight Board	New Position	Pleasure	One member appointed by the recognized employee organization representing the largest number of successor agency employees in the County.
06-13-18	Equal Opportunity Advisory Commission	Butcher	12-31-19	Full Board, SEIU Local 521
6-15-18	Carmel Valley Recreation & Park District	Sokolow	12-31-18	Full Board
6-25-18	Big-Sur Multi Agency Advisory Council	Ravich	6-25-19	District 5

7-2-18	Community Restorative Justice Commission	Gonzalez	12-31-20	District 2
7-26-18	San Lucas Cemetery District	Braden	11-30-18	District 3
7-27-18	East Garrison Community Service District Advisory Committee	Silva	1-31-20	District 4
8-17-18	Gonzales Cemetery District	Pedevilla	4-14-20	District 3
8-20-18	Spreckels Memorial District	Foster	12-31-19	Full Board
8-29-18	Equal Opportunity Advisory Commission	DeBerry	Pleasure	District 4
8-31-18	Domestic Violence Coordinating Council	Goldman	1-1-21	District 5
9-4-18	Planning Commission	Padilla	1-23-19	District 2
9-5-18	East Garrison Community Service District Advisory Committee	Valentin	1-31-20	District 4
9-5-18	East Garrison Community Service District Advisory Committee	Silva	1-31-19	District 4
9-6-18	Agricultural Advisory Committee	King	6-30-22	District 4
10-2-18	Assessment Appeals Board	Daniel	9-4-20	District 2
10-5-18	Community Action Commission	Rodriguez	7-1-20	District 1
10-10-18	Children and Families Commission aka First Five Monterey County Commission	Valenzuela-Mumau	3-31-19	Full Board
11-30-18	Parks Commission	Caballero	4-26-20	District 2
12-7-18	Community Action Commission	Kramer	7-1-20	District 4
12-14-18	Planning Commission	Wizard	1-27-19	District 4
2-7-14	Commission on the Status of Women	Panholzer	2-2-20	District 5
2-11-19	Historical Advisory Commission	Donna Zahn	2-1-20	District 5
3-21-19	Community Action Partnership	Martinez	07-01-20	District 3
4-10-19	Workforce Development Board	Turlington	11-5-19	Full Board
5/14/21	Santa Cruz- Monterey- Merced Managed Medical Care Commission	Gray	12-31-23	Full Board
5/28/21	Greenfield Cemetery District	Villa-Gomez	12-31-22	District 3
6/16/21	East Garrison Community Services District Board of Directors	Poling	1-31-21	District 5
7/22/21	Commission of the Status of Women	Mejia	2/1/21	District 2
8/6/21	Monterey County Fish and Fame Advisory Commission	Odello	2-1-22	Dsitrict 5

1-31-22	Greenfield Memorial District	Santibanez	11-30-23	District 3
1-31-22	Greenfield Memorial District	Vasquez	11-30-23	District 3
2-1-22	Cypress Fire Protection District	Foster-Bates	11-30-22	Full Board (District 1, 2, 3, 4 &5)
2-1-22	Cypress Fire Protection District	Geisen	11-30-22	Full Board (District 1, 2, 3, 4 &5)
2-23-22	Monterey County Community Action Commission	Pineda	7-1-23	District 3, Supervisor Lopez
3-18-22	Cachagua Fire Protection District	Eaton	11-30-25	District 5, Supervisor Adams
3-18-22	Big Sur Byways Organization	Kronlund	5-1-22	District 5, Supervisor Adams
3-28-22	Monterey County Agricultural Advisory Committee (AAC)	Sites	6-30-21	District 2, Supervisor Phillips
3-28-22	Monterey County Agricultural Advisory Committee (AAC)	Williams	6-30-22	District 3, Supervisor Lopez
4-1-22	North County Recreation and Parks District Board	Arellano	11-30-24	District 2, Supervisor Phillips
4-27-22	Greenfield Memorial District	Saldana	11-30-25	District 3, Supervisor Lopez
4-29-22	Area Agency on Aging Advisory Council	Worthy	1-1-25	Area Agency on Aging Advisory Council (District 5, Supervisor Adams)
5-3-22	Greenfield Memorial District	Romero	11-30-25	District 3, Supervisor Lopez
6-10-22	Central California Alliance For Health	Quezada	12-31-23	Central California Alliance For Health (District 5, Supervisor Adams)
6-10-22	Housing Advisory Committee	Dacquisto	3-9-23	District 5, Supervisory Adams
6-21-22	Monterey Regional Fire Protection District	Speciale	3-1-25	District 5, Supervisor Adams
6-21-22	Cachagua Fire Protection District	Lambert	11-30-22	District 5, Supervisor Adams

6-30-22	Fish And Game Advisory Commission	Moss	2/1/25	District 3, Supervisor Lopez
7-12-22	Commission on the Status of Women	Wirth-Jones	2/1/23	District 5, Supervisor Adams
7-21-22	Commission on the Status of Women	Susan Breen	2/1/24	District 4, Supervisor Askew
8-3-22	Area Agency on Aging Advisory Board	Morales	1/1/25	Area Agency on Aging Advisory Board (District 5, Supervisor Adams)
8-8-22	Domestic Violence Coordinating Council	Goldman	1/1/25	District 5, Supervisor Adams
8-17-22	Area Agency on Aging Advisory Board	Beretta	1/1/23	District 2, Supervisor Phillips
8-23-22	Carmel Valley Road Advisory Committee	Setliff	5/4/24	District 5, Supervisor Adams
8-23-22	CSA 25	Levin	2/9/24	District 5, Supervisor Adams
9-16-22	Commission on Disabilities	Rios-Harris	12/31/24	Commission on Disabilities (District 5, Supervisor Adams)
9-26-222	Commission on the Status of Women	Granillo	2/1/24	District 3, Supervisor Lopez
9-30-22	Commission on the Status of Women	Mejia	2/1/23	District 2, Supervisor Phillips
10-13-22	Behavioral Health Commission	Lopez	12/31/23	District 5, Supervisor Adams
10-26-22	Commission on the Status of Women	Ybarra	2/1/24	District 5, Supervisor Adams
11-14-22	Community Action Commission	Caravez	7/1/23	District 1, Supervisor Alejo

Updated: 11-14-22

VICTOR CARAVEZ

OBJECTIVE

To Seek appointment for the Community Action Commission vacancy

SKILLS

Bilingual English/Spanish

Believe in human, social welfare and health services, customer service, self-confidence, possesses core values of integrity, excellent Interpersonal skills, passionate and dedicated public servant, astute political awareness, organizing, presentation and public speaking, television and radio public speaking, organization development, community outreach, training staff, fundraising, career counseling, supervisory, youth mentoring, case and programs management, programs development and graphic designs technology and system administration.

WORK HISTORY

AGING AND ADULT SERVICES/ COMMUNITY BENEFITS DEPARTMENT OF SOCIAL SERVICES/ COUNTY OF MONTEREY (YOUTH EMPLOYMENT CASE MANAGER, OFFICE ASSISTANT II, SOCIAL SERVICES AIDE II)

AUG 2008- TO PRESENT

- Establishes and maintains goals, objectives and plans for carrying out the functions of the Social Services Department consistent with overall County goals.
- Establishes and maintains appropriate administrative policies, services, structures, controls and reporting systems for the effective and efficient delivery of Social Services to the citizens of the County.
- Appointed as member of the Monterey County Community Action Commission to serve District 1 by Board of Supervisors.
- Principles and practices of social welfare and integrated social services policy and administration, including current trends in service delivery planning, policy, management, program evaluation and related issues.
- Principles of financial administration, including public budgeting, alternative financing methods and funding sources.
- Coordinates Department activities with other departments, agencies and community organizations and provides staff assistance.
- Manages the preparation, analysis, and distribution of reports and correspondence; coordinates the establishments and retention of various types of records and files.
- Ability to analyze complex situations and identify effective courses of action and prepare and present comprehensive reports and recommendations of a highly complex nature and prepare and give

public presentations and communicate effectively throughout the department, County, Board of Supervisors and key community stakeholders.

- Ability to establish and maintain cooperative and effective working relationships with the Board of Supervisors, County Administrative officer, senior County management, State and Federal agency representatives, advisory board members, community representatives and department staff.
- Ability to contribute to an environment of cultural and ethnic diversity.
- Ability to be available to work a flexible schedule, including evenings, weekends and travel out of County to attend meetings.
- Principles and or practices of managing, planning, coordinating and supporting the following social services and programs: Medi-Cal, General assistance, EBT, Cal-Fresh, Cal-works Employment, Covered California (Obamacare), In-Home Supportive Servicers (IHSS) Public Authority for IHSS Referral services, IHSS Provider Enrollment services, IHSS Provider Health and Safety training services, Supplemental Security Income advocacy program, Adult Protective Services, Senior Information, Referral & assistances (I,R&A), QA/Fraud Investigation services for IHSS, Payroll processing for IHSS Providers, FLSA, information and telephone etiquette desk services.
- Serves in different committees.
- Serves as liaison between Monterey County and social services employees to resolve labor management, civil rights, safety work environment challenges and other duties as assigned.
- Serves and councils employees in regard of their Memorandum of understanding between SEIU 521 and County of Monterey.

SAFETY AND SECURITY SERVICES SUPERVISOR/ DEPARMENT OF CONSUMER AFFAIRS BUREAU OF SECURITY & INVESTIGATIVE SERVICES

OCT 2012- TO PRESENT

- Directs, plans, organizes and coordinates staff.
- Provides excellent customer service.
- Ensures the security, safety and well-being of all personnel, visitors, clients, guests and or the premises.
- Ability to handle highly confidential and sensitive information while exercising excellent judgement, discretion and diplomacy.
- Experience responding to emergencies and incidents, including investigations.
- Experience managing security operations and security personnel and delivering high quality, customer-oriented security programs.

SMALL BUSINESS OWNER/ SEL EMPLOYED FOUNDER

JAN 2005- DEC 2012

- Directed, planned, organized and coordinated services delivery.
- Provided quality customer services to all customers.
- Developed power point and quality audio and video presentations.
- Public Speaking.
- Developed, managed and directed marketing campaign graphic designs.
- Developed website, video channel and managed marketing campaigns.
- Developed, controlled and administered business budget and expenditures.

QUALITY ASSURANCE (QA) INSPECTOR, EARTHBOUND FARM

MARCH-2007-NOV-2007

- Followed, enforced and applied county, state and federal laws as they pertain to the organization.
- Supervised and ensured the quality and safety of finished product.
- Provided excellent customer services to internal and external costumers.
- Provided superior interpersonal skills, a sense of urgency and worked in a large-scale team-based environment.
- Enforced and ensured staff compliance with all company rules and regulations, standard operating procedures and good manufacturing practices as outlined in the code of Federal Regulations Title 21, Section 110.
- Committed to support and make a difference in the delivery of quality, food safety and organic product integrity.

CARL'S JR SHIFT SUPERVISOR

FEB-2005-FEB-2007

- Directed, planned, organized and coordinated staff and store.
- Principals and practices human resources management.
- Managed product inventories, cash flows and financial budgets.
- Provided quality customer services to internal and external customers.
- Managed store and solved complex organizational and operational challenges.
- Trained new and ongoing staff.
- Directed and assigned tasks and other duties to staff.
- Followed, enforced and applied county, state and federal laws as they pertain to the organization.

EDUCATION

- CONTRACT & PURCHASING ACADEMY, COUNTY OF MONTEREY 9/28/2019
- IRS TAX RETURN PREPARER CERTIFICATIONS 1/2012- 11/2015
- VOLUNTEER STANDARDS OF CONDUCT CERTIFICATIONS 1/2012- 11/2015
- 7 HABITS FOR MANAGERS 7/2012
- PROJECT MANAGEMENT FUNDAMENTALS 9/2012
- WRITING ADVANTAGES - HOW TO BE A POWER WRITER 9/2012
- EXCELLING AT CUSTOMER SERVICE 7/2012
- PERFORMANCE MANAGEMENT & PROGRESSIVE DISCIPLINE 7/2012
- BUSINESS OFFICE TECHNOLOGY, CENTER FOR EMPLOYMENT TRAINING (CET) 8/2008
- HIGH SCHOOL DIPLOMA, SALINAS HIGH SCHOOL 2000-2003
- PROGRAMMER ANALYST, CENTER FOR COMPUTER AND TECHNOLOGY 1998-2000 (MEXICO)

VOLUNTEER

- APPOINTED AS COMMISSIONER BY MONTEREY COUNTY BOARD OF SUPERVISORS TO MONTEREY COUNTY COMMUNITY ACTION COMMISSION FOR DISTRICT (1) 03/2019
- EXECUTIVE BOARD DELEGATE, SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU 521) FOR COUNTY OF MONTEREY
- ELECTED STEWARD, SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU 521) MARCH/2016 TO PRESENT, FOR COUNTY OF MONTEREY
- OPERATIONS SHELTER WORKER 7/16
- MONTEREY COUNTY ELECTIONS INSPECTOR, ELECTIONS DEPARTMENT
- MONTEREY COUNTY ELECTIONS OFFICER, ELECTIONS DEPARTMENT
- IRS TAX PREPARER, VITA PROGRAM UNITED WAY MONTEREY COUNTY
- CHAPERONE, ALISAL UNION SCHOOL DISTRICT
- IMMIGRATION AND HUMAN RIGHTS ADVOCATE, MONTEREY COUNTY IMMMIGRATION TASK FORCE 3-2017 TO PRESENT
- EXERCISE & LABOR MANAGEMENT COORDINATOR, MONTEREY COUNTY
- COUNTY HOMELESS CENSUS WORKER, THE COALITION OF HOMELESS SERVICES PROVIDERS
- JURY SERVICE SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY
- JURY SERVICE U.S. DISTRICT COURT FOR NORTHERN DISTRICT OF CALIFORNIA
- LECTOR MINISTRY, SAINT MARY'S OF THE NATIVIDAD CATHOLIC CHURCH

CREDENTIALS

- CALIFORNIA DRIVERS LICENSE
- MONTEREY COUNTY BADGE ACCESS PREVILEGE
- LEVEL III BILINGUAL ENGLISH/SPANISH, CPS HR CONSULTING PROVIDING MERIT SYSTEM SERVICES

- CASE MANAGEMENT, INFORMATION AND PAYROLLING SYSTEM (CMIPS II)
- MEDI-CAL ELIGIBILITY DATA SYSTEM (MEDS)
- CONSORTIUM IV SYSTEM (C-IV)
- REVA IHSS IP(PROVIDERS) SYSTEM ADMINISTRATOR
- QUESTYS
- CARE TRACKER
- QA/FRAUD TRACKER SYSTEM
- IMAGE NOW
- COVERED CALIFORNIA
- MICROSOFT OUTLOOK/ MICROSOFT 365
- WORK ASSIGNMENT MANAGEMENT SYSTEM (WAMS)
- ADULT SERVICES REFERRAL SYSTEM
- VIRTUAL ONE STOP CASE MANAGEMENT SYSTEM (VOS)
- SOLIDUS DESKTOP MANAGER SYSTEM
- MICROSOFT OFFICE AND GRAPHIC & PROGRAM DESIGN SYSTEMS
- CASE MANAGEMENT, INFORMATION AND PAYROLLING SYSTEM (LEGACY)
- IHSS PROVIDER SEARCH TIME SHEET ENROLLMENT SYSTEM
- IHSS PROVIDER ENROLLMENT SYSTEM
- SAFETY AND SECURITY LICENSE/ DEPARMENT OF CONSUMER AFFAIRS BUREAU OF SECURITY & INVESTIGATIVE SERVICES
- SUCCESFULLY PASSED AND COMPLETED A THOROUGH BACKGROUND CHECK THAT INCLUDED FINGERPRINTING.
- TYPING CERTIFICATE 65 WPM AVERAGE

PROJECTS DEVELOPED

- AVAILABLE UPON REQUEST

ACCOMPLISHEMENTS HONORS & AWARDS

- AVAILABLE UPON REQUEST

County of Monterey

Board Report

Legistar File Number: OBM 23-021

Item No.10

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

February 14, 2023

Introduced: 2/6/2023
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Board Report

Legistar File Number: OBM 23-022

Item No.11

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

February 14, 2023

Introduced: 2/6/2023
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

General Public Comments

Introduced: 10/17/2022
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

a. Receive an oral presentation from the Supervisor of Solid Waste Services of the Monterey County Health Department's Environmental Health Division and the Resource Recovery Manager of Salinas Valley Recycles, that provides a status report on Monterey County's Illegal Dumping and Litter Abatement Task Force; and
b. Provide direction to the Illegal Dumping and Litter Abatement Task Force regarding a request for financial support.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive an oral presentation from the Supervisor of Solid Waste Services of the Monterey County Health Department's Environmental Health Division and the Resource Recovery Manager of Salinas Valley Recycles, that provides a status report on Monterey County's Illegal Dumping and Litter Abatement Task Force; and
b. Provide direction to the Illegal Dumping and Litter Abatement Task Force regarding a request for financial support.

SUMMARY/DISCUSSION:
The Illegal Dumping and Litter Abatement Task Force (IDLATF) is a working group comprised of members from local city and county governments, solid waste haulers and landfill operators, law enforcement, business leaders in agriculture, members of the community, as well as private landowners and ranchers, whose only focus is to reduce illegal dumping in Monterey County. The three pillars or 3E's of the IDLATF are Eradication, Education, and Enforcement. All three pillars must be in place and work together to successfully impact and reduce illegal dumping.

Only having one of the pillars in place does not stop or prevent illegal dumping alone, as evident from the on-going blight in Monterey County. Illegal dumping is a burdensome challenge for our public services- it's expensive to remediate, poses unnecessary risks and harm to the public and our environment, and if left uncollected, invites more illegal dumping. The Monterey County Illegal Dumping and Litter Abatement Task Force (IDLATF), formerly the Monterey County Ad Hoc Illegal Dumping Task Force, was tasked in 1996 by the County Administrative Officer to find solutions and provide recommendations to the Board of Supervisors. In the intervening 26 years, the IDLATF improved infrastructure for the public to report illegal dumping, assisted partner agencies to provide improved and expanded services, provided education in schools and to the public on recycling and disposal, hosted Earth Day Clean-Up Events, and created quarterly newsletters for the public. The IDLATF also created a Voucher Program which provides vouchers to victims of illegal dumping to

dispose of waste free of charge at local permitted facilities; community members and organizations are also eligible for vouchers for beach, park, and roadside clean-ups.

Monterey County has relied heavily on eradication as a means of prevention. In the last five fiscal cycles, eradication of illegal dumping has cost Monterey County taxpayers $1.7 million dollars. County staff logged a total of 15,286 hours responding to 1,952 requests for service (RFS) from the public and other agencies. Bags of trash, tires, mattresses, refrigerators, couches, bulky furniture and appliances, are typical of recovered abandoned waste along with the occasional unlabeled containers of unknown liquids and other potentially hazardous waste.

The impact of illegal dumping to the community comes at a cost affecting public health and safety, land values, quality of life, environmental contamination, and food safety. While the Eradication pillar has been successfully funded over the years, the Enforcement and Education pillars have not. The IDLATF recommends funding the purchase of cameras to augment enforcement capabilities to deter illegal dumping and approve funding to research why illegal dumping occurs in Monterey County which will enable us to realistically and strategically reduce it.

In February 2022, Environmental Health, on behalf of the IDLATF, applied to CalRecycle for a grant to fund the purchase of cameras. While the IDLATF received letters of support from Supervisor Lopez, Elkhorn Slough Foundation, ReGen Monterey, Waste Management, and Salinas Valley Recycles, the grant was not funded. However, the need to pursue investment in enforcement capabilities remains. The IDLATF recommends the purchase of the HyperFire 2 Reconyx Surveillance Series made by Reconyx. The HyperFire 2 is a compact mobile game camera made for general surveillance with license plate capture capabilities. The IDLATF recommends the purchase of six cameras along with security enclosure kits, batteries, locks, SD cards, and the monthly cellular service to operate the cameras for two years. The camera units would include two- HyperFire 2 Cellular License Plate Covert IR Camera Mobile Camera, $1,319.99 ($659.99 per unit); four HyperFire 2 Cellular Security Covert IR Camera Mobile Camera, $2,639.96 ($659.99 per unit); 6- Security Enclosure Kit, $839.94 ($139.99 per unit). The monthly cellular service (up to $15/month) for two years would be approximately $2160. Monterey County Public Works will install the cameras on behalf of the IDLATF and Environmental Health will maintain chain of custody of the photo images and follow-up on illegal dumping events when observed by the cameras.

Over the years, the IDLATF has developed multiple educational flyers, presentations and on-line campaigns. IDLATF continues to conduct annual litter and cleanup events throughout the county to encourage proper disposal and free recycling of bulky items that usually end up on the side of the road (e.g. TV's, mattresses, etc.). Despite all this, the dumping continues to occur. The Salinas Valley Solid Waste Authority, on behalf of the IDLATF, recently submitted a grant application to the Mattress Recycling Council to fund a Community Based Social Marketing (CBSM) research project on illegal dumping in Monterey County. Unfortunately, the grant application was not selected for funding. As such, the IDLATF also recommends funding a countywide CBSM research project which will focus on behavior change to understand why illegal dumping continues to happen in Monterey County and provide strategies to develop targeted educational campaigns to help reduce it. The

estimated cost of this CBSM project is between $95,000 - $120,000. This would include literature & data review, in-depth stakeholder interviews, a mail survey to 1,600 residents, and recommendations on messaging & strategies for behavior change. This cost range is based on an estimate provide by Action Research, a consultant that specializes in this type of research. The Salinas Valley Solid Waste Authority conducted a similar project with Action Research and has agreed to manage and administer the project if funded, including releasing an RFP to select a consultant.
The following is a summary of efforts of the Illegal Dumping and Litter Abatement Task Force (IDLATF):

- Incorporated three working committees, modeled from the State's Illegal Dumping Task Force, to focus on the three E's: Eradication, Education, Enforcement. The Enforcement subcommittee is focused on streamlining process for enforcement and identifying best surveillance technologies for our immediate use. Education and Eradication subcommittee focuses on understanding reasons for illegal dumping and design solutions.
- The Eradication and Education Subcommittees started a mid-day clean-up event scheduled every quarter.
- The Enforcement Subcommittee applied to CalRecycle in 2022 for grant funding to purchase cameras.
- Active member of state's illegal dumping task force and attended annual conferences on illegal dumping in April 2021 and 2022.
- Issued 168 disposal vouchers to the public to assist with disposal costs of illegal dumping. Vouchers were provided to community volunteer clean-up groups, private property owners, and public agencies who were either victims of illegal dumping or who organized volunteers to clean-up public spaces. Since FY 2019, disposal vouchers assisted with disposal of more than 36 tons of waste.
- Hosted Annual Earth Day events for 2022 at Carr Lake in Salinas. 20 + volunteers collected 340 pounds of trash.
- The first quarterly IDLATF newsletter was issued October 2020.

The IDLATF is an unfunded working group In FY 2017-18, the CAO proposed a pilot program that would allocate up to $200,000 contributed equally by Salinas Valley Solid Waste Authority and Monterey Regional Waste Management District to assist Public Works for litter clean-up on county roadways. The voucher disposal program is funded at $10,000 by Salinas Valley Solid Waste Authority and the Monterey Regional Waste Management District at $5,000 each. The IDLATF seeks direction from the Board for submitting a request for financial support in the amount of $8,000 for the purchase of surveillance cameras, security housing for the cameras and two years cellular service and up to $120,000 to conduct a countywide CBSM research project on illegal dumping in Monterey County. On behalf of the IDLATF, the Salinas Valley Solid Waste Authority will manage the CBSM project and Environmental Health will manage the cameras and operations during the two-year period.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goal(s) 2., to enhance community health and safety through prevention. It also supports the following of the ten essential public health services, specifically, 2., diagnose and investigate health problems and health hazards in the community; 3., inform, educate, and empower people about health issues; 4., mobilize

community partnerships and action to identify and solve health problems; 5. develop policies and plans that support individual and community health efforts and 6., enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:
The IDLATF is a multi-agency cooperative partnership that includes Monterey County Health, Sheriff's and Public Works departments, Monterey County Water Resources Agency, California Transportation Agency District 5, Salinas Valley Solid Waste Authority, Monterey Regional Waste Management District, the twelve cities, Transportation Agency of Monterey County, Fort Ord Reuse Authority, Waste Management, Inc., Republic Services of Salinas, Tri Cities/Monterey Disposal, Grower-Shipper Association of Central California, Monterey County Farm Bureau, Elkhorn Slough Foundation, Elkhorn Slough National Estuarine Research Reserve.

FINANCING:
If the Board approves funding to purchase the surveillance camera ($8,000), and for funding to conduct a research project (up to $120,000), a funding source would have to be identified which could potentially impact the General Fund.

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

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

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

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

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

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

Prepared by: Robin Kimball, Management Analyst II, 796-1297

Approved by:

_____Date:_____

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:
Board Report

DocuSign Envelope ID: E2EB720C-B41C-42B3-95F3-8FA327A0F045

Introduced: 10/17/2022 **Current Status:** Scheduled PM

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

a. Receive an oral presentation from the Supervisor of Solid Waste Services of the Monterey County Health Department's Environmental Health Division and the Resource Recovery Manager of Salinas Valley Recycles, that provides a status report on Monterey County's Illegal Dumping and Litter Abatement Task Force; and
b. Provide direction to the Illegal Dumping and Litter Abatement Task Force regarding a request for financial support.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Receive an oral presentation from the Supervisor of Solid Waste Services of the Monterey County Health Department's Environmental Health Division and the Resource Recovery Manager of Salinas Valley Recycles, that provides a status report on Monterey County's Illegal Dumping and Litter Abatement Task Force; and
b. Provide direction to the Illegal Dumping and Litter Abatement Task Force regarding a request for financial support.

SUMMARY/DISCUSSION:

The Illegal Dumping and Litter Abatement Task Force (IDLATF) is a working group comprised of members from local city and county governments, solid waste haulers and landfill operators, law enforcement, business leaders in agriculture, members of the community, as well as private landowners and ranchers, whose only focus is to reduce illegal dumping in Monterey County. The three pillars or 3E's of the IDLATF are Eradication, Education, and Enforcement. All three pillars must be in place and work together to successfully impact and reduce illegal dumping.

Only having one of the pillars in place does not stop or prevent illegal dumping alone, as evident from the on-going blight in Monterey County. Illegal dumping is a burdensome challenge for our public services- it's expensive to remediate, poses unnecessary risks and harm to the public and our environment, and if left uncollected, invites more illegal dumping. The Monterey County Illegal Dumping and Litter Abatement Task Force (IDLATF), formerly the Monterey County Ad Hoc Illegal Dumping Task Force, was tasked in 1996 by the County Administrative Officer to find solutions and provide recommendations to the Board of Supervisors. In the intervening 26 years, the IDLATF improved infrastructure for the public to report illegal dumping, assisted partner agencies to provide improved and expanded services, provided education in schools and to the public on recycling and disposal, hosted Earth Day Clean-Up Events, and created quarterly newsletters for the public. The IDLATF also created a Voucher Program which provides vouchers to victims of illegal dumping to

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dispose of waste free of charge at local permitted facilities; community members and organizations are also eligible for vouchers for beach, park, and roadside clean-ups.

Monterey County has relied heavily on eradication as a means of prevention. In the last five fiscal cycles, eradication of illegal dumping has cost Monterey County taxpayers $1.7 million dollars. County staff logged a total of 15,286 hours responding to 1,952 requests for service (RFS) from the public and other agencies. Bags of trash, tires, mattresses, refrigerators, couches, bulky furniture and appliances, are typical of recovered abandoned waste along with the occasional unlabeled containers of unknown liquids and other potentially hazardous waste.

The impact of illegal dumping to the community comes at a cost affecting public health and safety, land values, quality of life, environmental contamination, and food safety. While the Eradication pillar has been successfully funded over the years, the Enforcement and Education pillars have not. The IDLATF recommends funding the purchase of cameras to augment enforcement capabilities to deter illegal dumping and approve funding to research why illegal dumping occurs in Monterey County which will enable us to realistically and strategically reduce it.

In February 2022, Environmental Health, on behalf of the IDLATF, applied to CalRecycle for a grant to fund the purchase of cameras. While the IDLATF received letters of support from Supervisor Lopez, Elkhorn Slough Foundation, ReGen Monterey, Waste Management, and Salinas Valley Recycles, the grant was not funded. However, the need to pursue investment in enforcement capabilities remains. The IDLATF recommends the purchase of the HyperFire 2 Reconyx Surveillance Series made by Reconyx. The HyperFire 2 is a compact mobile game camera made for general surveillance with license plate capture capabilities. The IDLATF recommends the purchase of six cameras along with security enclosure kits, batteries, locks, SD cards, and the monthly cellular service to operate the cameras for two years. The camera units would include two- HyperFire 2 Cellular License Plate Covert IR Camera Mobile Camera, $1,319.99 ($659.99 per unit); four HyperFire 2 Cellular Security Covert IR Camera Mobile Camera, $2,639.96 ($659.99 per unit); 6- Security Enclosure Kit, $839.94 ($139.99 per unit). The monthly cellular service (up to $15/month) for two years would be approximately $2160. Monterey County Public Works will install the cameras on behalf of the IDLATF and Environmental Health will maintain chain of custody of the photo images and follow-up on illegal dumping events when observed by the cameras.

Over the years, the IDLATF has developed multiple educational flyers, presentations and on-line campaigns. IDLATF continues to conduct annual litter and cleanup events throughout the county to encourage proper disposal and free recycling of bulky items that usually end up on the side of the road (e.g. TV's, mattresses, etc.). Despite all this, the dumping continues to occur. The Salinas Valley Solid Waste Authority, on behalf of the IDLATF, recently submitted a grant application to the Mattress Recycling Council to fund a Community Based Social Marketing (CBSM) research project on illegal dumping in Monterey County. Unfortunately, the grant application was not selected for funding. As such, the IDLATF also recommends funding a countywide CBSM research project which will focus on behavior change to understand why illegal dumping continues to happen in Monterey County and provide strategies to develop targeted educational campaigns to help reduce it. The

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estimated cost of this CBSM project is between $95,000 - $120,000. This would include literature & data review, in-depth stakeholder interviews, a mail survey to 1,600 residents, and recommendations on messaging & strategies for behavior change. This cost range is based on an estimate provide by Action Research, a consultant that specializes in this type of research. The Salinas Valley Solid Waste Authority conducted a similar project with Action Research and has agreed to manage and administer the project if funded, including releasing an RFP to select a consultant.
The following is a summary of efforts of the Illegal Dumping and Litter Abatement Task Force (IDLATF):

- Incorporated three working committees, modeled from the State's Illegal Dumping Task Force, to focus on the three E's: Eradication, Education, Enforcement. The Enforcement subcommittee is focused on streamlining process for enforcement and identifying best surveillance technologies for our immediate use. Education and Eradication subcommittee focuses on understanding reasons for illegal dumping and design solutions.
- The Eradication and Education Subcommittees started a mid-day clean-up event scheduled every quarter.
- The Enforcement Subcommittee applied to CalRecycle in 2022 for grant funding to purchase cameras.
- Active member of state's illegal dumping task force and attended annual conferences on illegal dumping in April 2021 and 2022.
- Issued 168 disposal vouchers to the public to assist with disposal costs of illegal dumping. Vouchers were provided to community volunteer clean-up groups, private property owners, and public agencies who were either victims of illegal dumping or who organized volunteers to clean-up public spaces. Since FY 2019, disposal vouchers assisted with disposal of more than 36 tons of waste.
- Hosted Annual Earth Day events for 2022 at Carr Lake in Salinas. 20 + volunteers collected 340 pounds of trash.
- The first quarterly IDLATF newsletter was issued October 2020.

The IDLATF is an unfunded working group In FY 2017-18, the CAO proposed a pilot program that would allocate up to $200,000 contributed equally by Salinas Valley Solid Waste Authority and Monterey Regional Waste Management District to assist Public Works for litter clean-up on county roadways. The voucher disposal program is funded at $10,000 by Salinas Valley Solid Waste Authority and the Monterey Regional Waste Management District at $5,000 each. The IDLATF seeks direction from the Board for submitting a request for financial support in the amount of $8,000 for the purchase of surveillance cameras, security housing for the cameras and two years cellular service and up to $120,000 to conduct a countywide CBSM research project on illegal dumping in Monterey County. On behalf of the IDLATF, the Salinas Valley Solid Waste Authority will manage the CBSM project and Environmental Health will manage the cameras and operations during the two-year period.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goal(s) 2., to enhance community health and safety through prevention. It also supports the following of the ten essential public health services, specifically, 2., diagnose and investigate health problems and health hazards in the community; 3., inform, educate, and empower people about health issues; 4., mobilize

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community partnerships and action to identify and solve health problems; 5. develop policies and plans that support individual and community health efforts and 6., enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:
The IDLATF is a multi-agency cooperative partnership that includes Monterey County Health, Sheriff's and Public Works departments, Monterey County Water Resources Agency, California Transportation Agency District 5, Salinas Valley Solid Waste Authority, Monterey Regional Waste Management District, the twelve cities, Transportation Agency of Monterey County, Fort Ord Reuse Authority, Waste Management, Inc., Republic Services of Salinas, Tri Cities/Monterey Disposal, Grower-Shipper Association of Central California, Monterey County Farm Bureau, Elkhorn Slough Foundation, Elkhorn Slough National Estuarine Research Reserve.

FINANCING:
If the Board approves funding to purchase the surveillance camera ($8,000), and for funding to conduct a research project (up to $120,000), a funding source would have to be identified which could potentially impact the General Fund.

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

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

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

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

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

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

Prepared by: Robin Kimball, Management Analyst II, 796-1297

Approved by:

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Date:2/7/2023 | 9:44 AM PST

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Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:
Board Report

Introduced: 2/8/2023
Version: 2

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to modify Section A.49.1 Employment Bonus Program;
b. Direct the Human Resources Department and Auditor-Controller's Office to implement the changes.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopts a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to modify Section A.49.1 Employment Bonus Program;
b. Direct the Human Resources Department and Auditor-Controller's Office to implement the changes.

SUMMARY/DISCUSSION:
On May 15, 2001, the Board of Supervisors approved amendments to the Personnel Policies and Practice Resolution to add an employment bonus (sign-on bonus) up to $5,000 to be paid to new, permanent employees hired into difficult-to-fill positions as determined by the County Administrative Officer or designee. On April 29, 2008, the Board of Supervisors approved amendments to Personnel Policies and Practices Resolution to authorize the Natividad Chief Executive Officer to pay new, permanent employees hired into difficult-to-fill positions an employment bonus of $10,000.
In the current competitive job market, the County finds itself in competition for highly sought-after candidates who possesses knowledge, skills, and abilities for various difficult-to-fill positions. For these reasons, the Human Resources Department recommends the Board consider approving the amendments to the Personnel Policies and Practices Resolution as indicated in Attachment A increasing the Employment Bonus from $5,000 to $10,000 for difficult-to-fill positions upon approval of the County Administrative Officer or designee under certain conditions.
In addition, the Human Resources Department seeks approval to increase the Employment Bonus for Natividad from $10,000 to $20,000 for difficult-to-fill positions upon approval by the Natividad Chief Executive Officer under certain conditions.
The proposed amendments to the Personnel Policies and Practices Resolutions (PPPR) will serve as a recruitment tool to encourage highly qualified individuals to seek employment with the County of Monterey. This flexibility will provide Department Heads the ability to offer employment bonuses for these critical positions in order to ensure top quality and timely services are provided to the public.

OTHER AGENCY INVOLVEMENT:
The Human Resources Department has conferred with the County Administrative Office, Natividad, and the Office of the County Counsel regarding this matter.
FINANCING:
Costs associated with increasing the Employment Bonus Program amounts will be absorbed within each department's corresponding budget.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

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

Prepared by: Wendell Sells, Management Analyst, 796-6066
Approved by: Irma Ramirez-Bough, Director of Human Resources, 755-5043

Attachments:
Board Report
Resolution
Attachment A - PPPR Amendments Redline
Attachment B - PPPR Amendments Clean

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County of Monterey

Board Report

Legistar File Number: RES 23-023

Item No.

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

February 14, 2023

Introduced: 2/8/2023
Version: 2

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to modify Section A.49.1 Employment Bonus Program;
b. Direct the Human Resources Department and Auditor-Controller's Office to implement the changes.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopts a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to modify Section A.49.1 Employment Bonus Program;
b. Direct the Human Resources Department and Auditor-Controller's Office to implement the changes.

SUMMARY/DISCUSSION:
On May 15, 2001, the Board of Supervisors approved amendments to the Personnel Policies and Practice Resolution to add an employment bonus (sign-on bonus) up to $5,000 to be paid to new, permanent employees hired into difficult-to-fill positions as determined by the County Administrative Officer or designee. On April 29, 2008, the Board of Supervisors approved amendments to Personnel Policies and Practices Resolution to authorize the Natividad Chief Executive Officer to pay new, permanent employees hired into difficult-to-fill positions an employment bonus of $10,000.
In the current competitive job market, the County finds itself in competition for highly sought-after candidates who possesses knowledge, skills, and abilities for various difficult-to-fill positions. For these reasons, the Human Resources Department recommends the Board consider approving the amendments to the Personnel Policies and Practices Resolution as indicated in Attachment A increasing the Employment Bonus from $5,000 to $10,000 for difficult-to-fill positions upon approval of the County Administrative Officer or designee under certain conditions.
In addition, the Human Resources Department seeks approval to increase the Employment Bonus for Natividad from $10,000 to $20,000 for difficult-to-fill positions upon approval by the Natividad Chief Executive Officer under certain conditions.
The proposed amendments to the Personnel Policies and Practices Resolutions (PPPR) will serve as a recruitment tool to encourage highly qualified individuals to seek employment with the County of Monterey. This flexibility will provide Department Heads the ability to offer employment bonuses for these critical positions in order to ensure top quality and timely services are provided to the public.

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OTHER AGENCY INVOLVEMENT:
The Human Resources Department has conferred with the County Administrative Office, Natividad, and the Office of the County Counsel regarding this matter.

FINANCING:
Costs associated with increasing the Employment Bonus Program amounts will be absorbed within each department's corresponding budget.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

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

Prepared by: Wendell Sells, Management Analyst, 796-6066 DocuSigned by: Wendell Sells 8449BE4EF21143B...
Approved by: Irma Ramirez-Bough, Director of Human Resources, 755-5043 DocuSigned by: Irma Ramirez-Bough A7F557420537420...

Attachments:
Board Report
Resolution
Attachment A - PPPR Amendments Redline
Attachment B - PPPR Amendments Clean

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

Resolution No.: -----	PPPR Control No. 23-011
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to modify Section A.49.1 Employment Bonus Program; b. Direct the Human Resources Department and Auditor-Controller's Office to implement the changes.	)))))

WHEREAS, on May 15, 2001, the Board of Supervisors approved amendments to the Personnel Policies and Practice Resolution to add an employment bonus (sign-on bonus) up to $5,000 to be paid to new, permanent employees hired into difficult-to-fill positions as determined by the County Administrative Officer or designee; and

WHEREAS, on April 29, 2008, the Board of Supervisors approved amendments to Personnel Policies and Practices Resolution to authorize the Natividad Chief Executive Officer to pay new, permanent employees hired into difficult-to-fill positions an employment bonus of $10,000; and

WHEREAS, due to the current competitive job market, the County finds itself in competition for highly sought-after candidates who possesses knowledge, skills, and abilities for various difficult-to-fill positions; and

WHEREAS, the Human Resources Department recommends increasing the Employment Bonus from $5,000 to $10,000 for all difficult-to-fill positions upon approval of the County Administrative Officer or designee under certain conditions and increase the Employment Bonus for Natividad from $10,000 to $20,000 for difficult-to-fill positions upon approval by the Natividad Chief Executive Officer under certain conditions to serve as a recruiting tool to encourage highly qualified individuals to seek employment with the County of Monterey; and

WHEREAS, the actions require the Personnel Policies and Practices Resolution No. 98-394 to be amended; NOW, THEREFORE,

BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey as follows:

1. Section A.49.1 Employment Bonus Program of Personnel Policies and Practices Resolution No.98-394 are amended as indicated below:

A. EMPLOYMENT INCENTIVE PROGRAM

A.49.1 Employment Bonus Programs

a) All positions except those at Natividad Medical Center

An employment bonus of up to $10,000 may be paid to new, permanent employees hired into 'difficult-to-fill' positions as determined by the County Administrative Officer or designee. Eligibility for and payment of this bonus shall be in accordance with the Administrative Procedure established by the County Administrative Officer.

b) Natividad Medical Center

An employment bonus of up to $20,000 may be paid for permanent 'difficult-to-

fill' positions as determined by the NMC CEO. Eligibility for and payment of this bonus shall be in accordance with the Administrative Procedure established by the County Administrative Officer.

2. The Human Resources Department and Auditor Controller's Office are directed to implement the actions.

PASSED AND ADOPTED on this _____ day of _____, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

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

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

By_____
, Deputy

A.49 EMPLOYEE INCENTIVE PROGRAMS

A.49.1 Employment Bonus Programs

a) All positions except those at Natividad Medical Center

An employment bonus of up to $10,000 may be paid to new, permanent employees hired into 'difficult-to-fill' positions as determined by the County Administrative Officer or designee. Eligibility for and payment of this bonus shall be in accordance with the Administrative Procedure established by the County Administrative Officer.

b) Natividad Medical Center

An employment bonus of up to $20,000 may be paid for permanent 'difficult-to-fill' positions as determined by the NMC CEO. Eligibility for and payment of this bonus shall be in accordance with the Administrative Procedure established by the County Administrative Officer.

Added 5/15/01; 01-194
Amended 4/29/08; 08-017
Amended 2/8/23;xx-xxx

A.49 EMPLOYEE INCENTIVE PROGRAMS

A.49.1 Employment Bonus Programs

a) All positions except those at Natividad Medical Center

An employment bonus of up to $10,000 may be paid to new, permanent employees hired into 'difficult-to-fill' positions as determined by the County Administrative Officer or designee. Eligibility for and payment of this bonus shall be in accordance with the Administrative Procedure established by the County Administrative Officer.

b) Natividad Medical Center

An employment bonus of up to $20,000 may be paid for permanent 'difficult-to-fill' positions as determined by the NMC CEO. Eligibility for and payment of this bonus shall be in accordance with the Administrative Procedure established by the County Administrative Officer.

Added 5/15/01; 01-194
Amended 4/29/08; 08-017
Amended 2/8/23; xx-xxx

Introduced: 2/8/2023 **Current Status:** Agenda Ready

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

Adopt a Resolution to:
a. Authorize the use of the General Fund Strategic Reserve up to $21,752,475 to provide advance funding to the Public Works, Facilities & Parks Department, and the Monterey County Water Resources Agency to fulfill the 2022/2023 Winter Strom Repair Projects to be repaid with reimbursements from the Federal Emergency Management Agency (FEMA) and other state and federal agencies;
b. Authorize the County Administrative Office and Auditor-Controller to make the appropriate fund balance designations in FY 2022-23 included in Attachment A; and
c. Authorize and direct the Auditor-Controller to amend the FY 2022-23 adopted budget by increasing appropriations and making the appropriate transfers included in Attachment A (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to:
a. Authorize the use of the General Fund Strategic Reserve up to $21,752,475 to provide advance funding to the Public Works, Facilities & Parks Department, and the Monterey County Water Resources Agency to fulfill the 2022/2023 Winter Strom Repair Projects to be repaid with reimbursements from the Federal Emergency Management Agency (FEMA) and other state and federal agencies;
b. Authorize the County Administrative Office and Auditor-Controller to make the appropriate fund balance designations in FY 2022-23 included in Attachment A; and
c. Authorize and direct the Auditor-Controller to amend the FY 2022-23 adopted budget by increasing appropriations and making the appropriate transfers included in Attachment A (4/5ths vote required).

SUMMARY/DISCUSSION:
Winter atmospheric river events through California began on December 26, 2022, and continued into January of 2023. The winter storms damaged vital infrastructure and facilities belonging to the County of Monterey and other agencies such as the Monterey County Water Resources Agency (MCWRA). On January 10, 2023, the Board of Supervisors ratified a Proclamation of a Local Emergency issued by the County Administrative Officer on January 4, 2023.

The Public Works, Facilities & Parks (PWFP) Department's latest estimate for damages to its infrastructure and facilities total $17.6 million. Most of the damage impacted the County's road system, costing an estimated $12.3 million. Damage includes roadway slope failures and erosion, roadway undermining and pavement damage, broken drainage culverts, and eroded and

clogged/sediment-filled drainage ditches and basins. At Laguna Seca Recreational Area, slope failure repairs and road damage are estimated at $3.3 million. At Lake Nacimiento, early assessments include $203,000 in project costs for facility repairs, tree removal, and navigational signage replacement. Two of the County's sanitation systems in Pajaro and Chualar also experienced damage to sewer lines and treatment facilities, with project repair costs of $1.3 million. Damage to drainage culverts, ditches, and ponds also occurred in various County Service Areas, costing $112,000. Minor damages at various County facilities and parks total $348,475.

From the $17.6 million in damages assessed by PWFP, only $14.8 million requires advancing funding now. Laguna Seca Recreational Area has $3.3 million in damages, but the largest of the projects, with a total cost of $2.8 million, is pending further FEMA review. PWFP doesn't expect to begin two projects at Lewis Creek and North Fork roads, with a total cost of $800,000, until FY 2023-24. If the Board approves the use of the Strategic Reserve, the two projects will be in the FY 2023-24 recommended budget.

Damages to the MCWRA facilities include portions of the Pajaro Levee, the slide gate and levee road of Salinas River Lagoon, the Nacimiento Reservoir spillway plunge pool, and other flood control facilities and supporting infrastructure. The preliminary repair cost of damages to MCWRA infrastructure is estimated at $16.0 million. On January 21, 2023, the County and the MCWRA entered into an advanced funding agreement not to exceed $7.0 million for the MCWRA winter storm projects.

The County Administrative Office recommends that the Board of Supervisors authorizes the use of the General Fund Strategic Reserve as the funding source for the advanced funding of the winter storm projects pending FEMA and other state and federal agency reimbursement. Per Board ordinance, the Strategic Reserve may be used for natural disasters and currently has a balance of $79.3 million. Reimbursements can take many years and the County Administrative Office will monitor reimbursements to replenish the Strategic Reserve. If approved by the Board, the $21.8 million from the Strategic Reserve will be transferred to the Disaster Assistance Assignment, which will be the funding source for the recommended appropriation increases and fund transfers required to complete the winter storm repair projects listed in Attachment A of the Resolution.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office will continue to work with the MCWRA and PWFP to monitor the progress of the winter storm projects and related intergovernmental agency reimbursements.

FINANCING:
Per PWFP, projects under the FEMA Category A will be 100% reimbursed, estimated at $5.4 million. The other categories could be up to 93%, but it depends on the final FEMA project review, which could be up to $10.6 million for PWFP projects. Additionally, FEMA has indicated it will reimburse 100% of expenses of debris clearing and emergency protective measures completed by February 25, 2023, and reimburse 75% for projects completed after that.

The General Fund's Strategic Reserve balance is $79,335,461. The use of $21,752,475 of the Strategic Reverse will leave a balance of $57,582,986, which is 7.3% of the General Fund's

adopted revenue.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Providing short-term cash flow loans to the MCWRA and PWFP to repair infrastructure caused by natural disasters aligns with the County's infrastructure initiative, which seeks to provide adequate County facilities and infrastructure.

__Economic Development
__Administration
__Health & Human Services
X Infrastructure
__Public Safety

Prepared by: Juan Pablo Lopez, Administrative Analyst, 755-5091

Approved by: Ezequiel Vega, County Budget Director, x3078

Approved by: Dewayne Woods, Assistant County Administrative Officer, x5309

Attachments: Resolution with Attachment A; List of PWFP Reports

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County of Monterey

Board Report

Legistar File Number: RES 23-022

Item No.

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

February 14, 2023

Introduced: 2/8/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Authorize the use of the General Fund Strategic Reserve up to $21,752,475 to provide advance funding to the Public Works, Facilities & Parks Department, and the Monterey County Water Resources Agency to fulfill the 2022/2023 Winter Strom Repair Projects to be repaid with reimbursements from the Federal Emergency Management Agency (FEMA) and other state and federal agencies;
b. Authorize the County Administrative Office and Auditor-Controller to make the appropriate fund balance designations in FY 2022-23 included in Attachment A; and
c. Authorize and direct the Auditor-Controller to amend the FY 2022-23 adopted budget by increasing appropriations and making the appropriate transfers included in Attachment A (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to:
a. Authorize the use of the General Fund Strategic Reserve up to $21,752,475 to provide advance funding to the Public Works, Facilities & Parks Department, and the Monterey County Water Resources Agency to fulfill the 2022/2023 Winter Strom Repair Projects to be repaid with reimbursements from the Federal Emergency Management Agency (FEMA) and other state and federal agencies;
b. Authorize the County Administrative Office and Auditor-Controller to make the appropriate fund balance designations in FY 2022-23 included in Attachment A; and
c. Authorize and direct the Auditor-Controller to amend the FY 2022-23 adopted budget by increasing appropriations and making the appropriate transfers included in Attachment A (4/5ths vote required).

SUMMARY/DISCUSSION:
Winter atmospheric river events through California began on December 26, 2022, and continued into January of 2023. The winter storms damaged vital infrastructure and facilities belonging to the County of Monterey and other agencies such as the Monterey County Water Resources Agency (MCWRA). On January 10, 2023, the Board of Supervisors ratified a Proclamation of a Local Emergency issued by the County Administrative Officer on January 4, 2023.

The Public Works, Facilities & Parks (PWFP) Department's latest estimate for damages to its infrastructure and facilities total $17.6 million. Most of the damage impacted the County's road system, costing an estimated $12.3 million. Damage includes roadway slope failures and erosion, roadway undermining and pavement damage, broken drainage culverts, and eroded and

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clogged/sediment-filled drainage ditches and basins. At Laguna Seca Recreational Area, slope failure repairs and road damage are estimated at $3.3 million. At Lake Nacimiento, early assessments include $203,000 in project costs for facility repairs, tree removal, and navigational signage replacement. Two of the County's sanitation systems in Pajaro and Chualar also experienced damage to sewer lines and treatment facilities, with project repair costs of $1.3 million. Damage to drainage culverts, ditches, and ponds also occurred in various County Service Areas, costing $112,000. Minor damages at various County facilities and parks total $348,475.

From the $17.6 million in damages assessed by PWFP, only $14.8 million requires advancing funding now. Laguna Seca Recreational Area has $3.3 million in damages, but the largest of the projects, with a total cost of $2.8 million, is pending further FEMA review. PWFP doesn't expect to begin two projects at Lewis Creek and North Fork roads, with a total cost of $800,000, until FY 2023-24. If the Board approves the use of the Strategic Reserve, the two projects will be in the FY 2023-24 recommended budget.

Damages to the MCWRA facilities include portions of the Pajaro Levee, the slide gate and levee road of Salinas River Lagoon, the Nacimiento Reservoir spillway plunge pool, and other flood control facilities and supporting infrastructure. The preliminary repair cost of damages to MCWRA infrastructure is estimated at $16.0 million. On January 21, 2023, the County and the MCWRA entered into an advanced funding agreement not to exceed $7.0 million for the MCWRA winter storm projects.

The County Administrative Office recommends that the Board of Supervisors authorizes the use of the General Fund Strategic Reserve as the funding source for the advanced funding of the winter storm projects pending FEMA and other state and federal agency reimbursement. Per Board ordinance, the Strategic Reserve may be used for natural disasters and currently has a balance of $79.3 million. Reimbursements can take many years and the County Administrative Office will monitor reimbursements to replenish the Strategic Reserve. If approved by the Board, the $21.8 million from the Strategic Reserve will be transferred to the Disaster Assistance Assignment, which will be the funding source for the recommended appropriation increases and fund transfers required to complete the winter storm repair projects listed in Attachment A of the Resolution.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office will continue to work with the MCWRA and PWFP to monitor the progress of the winter storm projects and related intergovernmental agency reimbursements.

FINANCING:
Per PWFP, projects under the FEMA Category A will be 100% reimbursed, estimated at $5.4 million. The other categories could be up to 93%, but it depends on the final FEMA project review, which could be up to $10.6 million for PWFP projects. Additionally, FEMA has indicated it will reimburse 100% of expenses of debris clearing and emergency protective measures completed by February 25, 2023, and reimburse 75% for projects completed after that.

The General Fund's Strategic Reserve balance is $79,335,461. The use of $21,752,475 of the Strategic Reverse will leave a balance of $57,582,986, which is 7.3% of the General Fund's

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adopted revenue.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Providing short-term cash flow loans to the MCWRA and PWFP to repair infrastructure caused by natural disasters aligns with the County's infrastructure initiative, which seeks to provide adequate County facilities and infrastructure.

__Economic Development
__Administration
__Health & Human Services
X Infrastructure
__Public Safety

Prepared by: Juan Pablo Lopez, Administrative Analyst, 755-5091 DocuSigned by: A59152F49ADC476...

Approved by: Ezequiel Vega, County Budget Director, x3078 DocuSigned by: Ezequiel Vega B4EAE100216542A...

Approved by: Dewayne Woods, Assistant County Administrative Officer, x5309 DocuSigned by: Dewayne Woods 4BFB69CD28F4491...

Attachments: Resolution with Attachment A; List of PWFP Reports

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

Resolution No. 23-_____

a. Authorize the use of the General Fund Strategic Reserve up to $21,752,475 to provide advance funding to the Public Works, Facilities & Parks Department and the Monterey County Water Resources Agency to fulfill the 2022/2023 Winter Strom Repair Projects to be repaid with reimbursements from the Federal Emergency Management Agency (FEMA) and other state and federal agencies; and
b. Authorize the County Administrative Office and Auditor-Controller to make fund balance designations in FY 2022-23 included in Attachment A; and
c. Authorize and direct the Auditor-Controller to amend the FY 2022-23 adopted budget by increasing appropriations and estimated revenues and making the appropriate transfers included in Attachment A (4/5ths vote required)……...

WHEREAS, winter atmospheric river events through California began on December 26, 2022 and continued into January of 2023. The winter storms damaged vital infrastructure and facilities belonging to the County of Monterey and other agencies such as the Monterey County Water Resources Agency (MCWRA). On January 10, 2023, the Board of Supervisors ratified a Proclamation of a Local Emergency issued by the County Administrative Officer on January 4, 2023; and

WHEREAS, the Public Works, Facilities & Parks (PWFP) Department's latest estimate for damages to its infrastructure and facilities total $17.6 million. Most of the damage impacted the County's road system, costing an estimated $12.3 million. Damage includes roadway slope failures and erosion, roadway undermining and pavement damage, broken drainage culverts, and eroded and clogged/sediment-filled drainage ditches and basins. At Laguna Seca Recreational Area, slope failure repairs and road damage are estimated at $3.3 million. At Lake Nacimiento, early assessments include $203,000 in project costs for facility repairs, tree removal, and navigational signage replacement. Two of the County's sanitation systems in Pajaro and Chualar also experienced damage to sewer lines and treatment facilities, with project repair costs of $1.3 million. Damage to drainage culverts, ditches, and ponds also occurred in various County Service Areas, costing $112,000. Minor damages at various County facilities and parks total $348,475; and

WHEREAS, from the $17.6 million in damages assessed by PWFP, only $14.8 million requires advancing funding now. Laguna Seca Recreational Area has $3.3 million in damages, but the largest of the projects, with a total cost of $2.8 million, is pending further FEMA review. PWFP doesn't expect to begin two projects at Lewis Creek and North Fork roads, with a total cost of $800,000, until FY 2023-24. If the Board approves the use of the Strategic Reserve, the two projects will be in the FY 2023-24 recommended budget; and

WHEREAS, Damages to the MCWRA facilities include portions of the Pajaro Levee, the slide gate and levee road of Salinas River Lagoon, the Nacimiento Reservoir spillway plunge pool, and other flood control facilities and supporting infrastructure. The preliminary repair cost of damages to MCWRA infrastructure is estimated at $16.0 million. On January 21, 2023, the County and the MCWRA entered into an advanced funding agreement not to exceed $7.0 million for the MCWRA winter projects; and

WHEREAS, The County Administrative Office recommends that the Board of Supervisors authorizes the use of the General Fund Strategic Reserve as the funding source for the advanced funding of the winter storm projects pending FEMA and other state and federal agency reimbursement. Per Board ordinance, the Strategic Reserve may be used for natural disasters and currently has a balance of $79.3 million. Reimbursements can take many years and the County Administrative Office will monitor reimbursements to replenish the Strategic Reserve. If approved by the Board, the $21.8 million from the Strategic Reserve will be transferred to the Disaster Assistance Assignment, which will be the funding source for the recommended appropriation increases and fund transfers required to complete the winter storm repair projects listed in Attachment A of the Resolution;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Monterey, as follows:

a. The County Administrative Office is authorized release up to $21,752,475 from the General Fund Strategic Reserve (BSA 3111) to provide advance funding to the Public Works, Facilities & Parks Department and the Monterey County Water Resources Agency to fulfill the 2022/2023 Winter Strom Repair Projects to be repaid with reimbursements from the Federal Emergency Management Agency (FEMA) and other state and federal agencies.
b. The County Administrative Office is authorized to make the fund balance designations in FY 2022-23 in Attachment A and the Auditor-Controller is authorized and directed to make the fund balance changes in Advantage in Attachment A.
c. The County Administrative Office is authorized make the appropriation and estimated revenues increases and transfers, as appropriate, in FY 2022-23 and the Auditor-Controller is authorized and directed to make changes in Advantage as described in attachment A (4/5ths vote required).

ATTACHMENT A: BUDGET AMENDMENTS AND FUND BALANCE DESIGNATIONS PERTAINING TO THE 2022/2023 WINTER STORM REPAIR PROJECTS

A. Authorize the County Administrative Office and Auditor-Controller to make the following fund balance designations and fund balance changes in Advantage, respectively, in FY 2022-23:

1. Transfer up to $21,752,475 from the Strategic Reserve (BSA 001-3111) to the Disaster Assistance Assignment (BSA 001-3126).

B. Authorize and direct the Auditor-Controller to make the following changes to the FY 2022-23 adopted budget and related fund transfers:

1. Increase appropriations by $20,604,000 in the CAO budget (001-CAO017-8038) financed by a release of $20,604,000 in the Disaster Assistance Assignment (BSA 001-3126) (4/5ths vote required).
    a. Transfer up to $7,000,000 to the Monterey County Water Resources Agency's Dam Operations (116), Administration (111), and Pajaro Levee (112) funds.
    b. Transfer up to $11,505,000 to the Road Fund (002-PFP004-8558).
    c. County Service Areas (CSAs) transfers: Transfer $1,155,000 to the Chualar CSA (093-PFP046-8566), $20,000 to the Oak Hill CSA (075-PFP029-8566), $17,000 to the Rioway Tract No. 2 CSA (077-PFP031-8566), and $75,000 to the Arroyo Seca CSA (080-PFP034-8566).
    d. County Sanitation Districts (CSDs) transfers: Transfer $177,500 to the Pajaro CSD (151-PFP047-8567) and $1,500 to the Boronda CSD (156-PFP049-8567).
    e. Transfer up to $203,000 to the Lake Nacimiento enterprise fund (452-PFP060-8565).
    f. Transfer up to $450,000 to the Laguna Seca enterprise fund (453-PFP067-8579).
2. Increase appropriations by $19,500 in the PWFP Facilities budget (001-PFP054-8552) financed by a release of $19,500 in the Disaster Assistance Assignment (BSA 001-3126) (4/5ths vote required).
3. Increase appropriations by $328,975 in the PWFP Parks budget (001-PFP058-8556) financed by a release of $328,975 in the Disaster Assistance Assignment (BSA 001-3126) (4/5ths vote required).
4. Increase appropriations and estimated revenues by $11,505,000 in the PWFP Road Fund budget (002-PFP004-8558) financed by an operating transfer in from the general fund (4/5ths vote required).
5. Increase appropriations and estimated revenues by $1,155,000 in the Chualar CSA budget (093-PFP046-8566) financed by an operating transfer in from the general fund (4/5ths vote required).
6. Increase appropriations and estimated revenues by $20,000 in the Oak Hill CSA budget (075-PFP029-8566) financed by an operating transfer in from the general fund (4/5ths vote required).
7. Increase appropriations and estimated revenues by $17,000 in the Rioway Tract No. 2 CSA budget (077-PFP031-8566) financed by an operating transfer in from the general fund (4/5ths vote required).
8. Increase appropriations and estimated revenues by $75,000 in the Arroyo Seca CSA budget (080-PFP034-8566) financed by an operating transfer in from the general fund (4/5ths vote required).

9. Increase appropriations and estimated revenues by $177,500 in the Pajaro CSD budget (151-PFP047-8567) financed by an operating transfer in from the general fund (4/5ths vote required).
10. Increase appropriations and estimated revenues by $1,500 in the Boronda CSD budget (156-PFP049-8567) financed by an operating transfer in from the general fund (4/5ths vote required).
11. Increase appropriations and estimated revenues by $203,000 in the Lake Nacimiento budget (452-PFP060-8565) financed by an operating transfer in from the general fund (4/5ths vote required).
12. Increase appropriations and estimated revenues by $450,000 in the Laguna Seca budget (453-PFP067-8579) financed by an operating transfer in from the general fund (4/5ths vote required).

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____, and carried this ____ day of _____, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

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

Dated:

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

By: _____
Deputy

Public Works, Facilities & Parks Department 2022/2023 Winter Storm Projects

ITEM #	LOCATION	DESCRIPTION OF DAMAGE AND SCOPE OF WORK	COST ESTIMATE	CATEGORY*	Fund	Unit
CSA 45	15299 Oak Hill Drive- CSA45 Fund 074	Emergency culvert repair	$20,000	A	075	8566
CSA 75	CSA75 Chualar Consolidated	Wastewater pond berm restoration. Perimeter fence, transfer pipe, and entrance road repairs. Debris removal.	$1,000,000	B	093	8566
CSA75	CSA75 Chualar Consolidated	Emergency pumping and trucking - sewage taken to Soledad WWTP	$150,000	B	093	8566
CSA75	CSA75 Chualar Consolidated	City of Soledad disposal fees	$5,000	B	093	8566
CSD	Pajaro CSD	Emergency sewerline repair	$150,000	F	151	8567
CSD	Pajaro CSD	Emergency pumping and trucking - sewage taken to Watsonville WWTP	$26,000	B	151	8567
CSA9	CSA9 Rosehart Industrial Park	Emergency sediment and debris removal	$60,000	B	052	8566
CSA50	CSA50 Rioway Tract No. 2	Debris Removal	$2,000	A	077	8566
CSA50	CSA50 Rioway Tract No. 2	Replacement pump - rental	$15,000	B	077	8566
CSD	Pajaro CSD and Boronda CSD	Emergency electrical repairs - fuses and contactors for the Las Lomas lift station and Boronda #2 lift station	$3,000	F	151/156	8567
CSA 53	CSA-53 Arroyo Seco Rd	Debris Removal for Ditch	$75,000	A	080	8566
FG-1	Animal Shelter Hitchcock Road	Damaged / uprooted tree removal	$4,000	G	001	8552
FG-2	Carmel Easement @ Hatton Rd Mt View	Tree debris inspection - removal near residence	$4,000	A	001	8552
FG-3	Carmel Right of Way @ Pescadero Rd	Tree debris inspection - removal near residence	$2,000	A	001	8552
FG-4	Carmel easement adjacent to 25632 Flanders	Broken / hanging branch removal	$3,000	G	001	8552
FG-5	Old County Farm Constitution Blvd Salinas	Fallen Tree over fence line removal required	$2,000	G	001	8552
FG-6	North County Road Closures	Provide workers to enforce road closure (2)	$1,000	G	001	8552
FG-7	Unimproved Parcel at Rocky Point	Fallen Tree over property line removal required	$3,000	A	001	8552
FG-7	San Miguel Yard	Provide secrity guard for overnight access	$500	B	001	8552
LN-01	Lake Nacimiento Resort Sandy Point Campground, 10625 Nacimiento Lake Dr, Bradley	Initial tree removal/10'x50' road damage from uprooted tree	$100,000	G	452	8565
LN-02	Lake Nacimiento Resort, 10625 Nacimiento Lake Dr, Bradley	Tree removal	$8,000	A	452	8565
LN-03	Lake Nacimiento Resort Marina, 10625 Nacimiento Lake Dr, Bradley	Rental vessel repairs	$15,000	E	452	8565
LN-04	Lake Nacimiento Resort Lodge 11, 10625 Nacimiento Lake Dr, Bradley	Collapsed interior ceiling repair/cleanup	$50,000	E	452	8565
LN-05	Lake Nacimiento	Navigational buoy/signage replacement	$30,000	E	452	8565
LS-01	Laguna Seca Recreation Area, A Road, 1021 Monterey Salinas Hwy, Salinas	Slope Failure/culvert replacement/road repair	$250,000	C	002	8558
LS-02	County Property APN 031-131-002-000, adjacent to Laguna Seca and SR 68/Laureles Grade Intersection	Emergency protective measures/storm drainage berm	$100,000	B	002	8558
LS-04	Laguna Seca Recreation Area,Lakebed near Tire Bridge, 1021 Monterey Salinas Hwy, Salinas	Culvert replacement/AC repair	$50,000	G	453	8579
LS-05	Laguna Seca Recreation Area, Entrance Gate, 1021 Monterey Salinas Hwy, Salinas	Initial debris & sediment removal/culvert headwall repair/erosion/road repair	$80,000	C	002	8558
LS-06	Laguna Seca Recreation Area, Start/Finish Bridge	Remove Unsuitable Material from Structure Excavation	$150,000	G	453	8579
LS-07	Laguna Seca Recreation Area, Start/Finish Bridge	Repair damage haul roads	$200,000	G	453	8579
LS-08	Laguna Seca Recreation Area, Start/Finish Bridge	Emergency protective measures/storm patrol	$50,000	B	453	8579
LS-09	Laguna Seca Recreation Area, 1021 Monterey Salinas Hwy, Salinas	Turn 1 and Turn 2 slope failure	$2,800,000	G	453	8579
P-01	Jacks Peak Park, 25020 Jacks Peak Park Road, Monterey	Initial debris removal	$60,000	A	001	8556
P-02	Lake San Antonio South Shore Half Moon Bay, 2610 San Antonio Rd, Bradley	Sunken houseboat removal & disposal	$53,975	E	001	8556
P-03	Toro Regional Park, Youth Overnight Area Road, 501 Monterey-Salinas Highway 68, Salinas	Initial debris removal/drainage inlet replacement	$25,000	C	001	8556
P-04	Toro Regional Park, Quail Meadows Creek, 501 Monterey-Salinas Highway 68, Salinas	Initial debris removal/berm construction	$30,000	C	001	8556
P-05	Royal Oaks Park detention basin, 537 Maher Rd, Watsonville	Initial sediment removal/berm reconstruction	$30,000	D	001	8556
P-06	Royal Oaks Park, 537 Maher Rd, Watsonville	Initial tree removal	$10,000	A	001	8556
P-07	Lake San Antonio	Navigational buoy/signage replacement	$20,000	E	001	8556
RB-01	800 River Road (or 777 River Road)	Initial debris removal	$100,000	A	002	8558
RB-02	River Road btwn Gonzales River Rd and Foothill Rd	Initial debris removal	$500,000	A	002	8558
RB-03	Chualar Road	Sandbag and K-rail water diversion/protection for community	$35,000	B	002	8558
RB-04	DOC activation and operation	Emergency comm center for Public Works, Staff time staffing, supplies, etc	$200,000	B	002	8558
RB-05	Storm patrols and emergency protective measures	Supplement to County maintenance forces for storm patrol Countywide	$350,000	B	002	8558
RB-06	Blackie Road	Initial debris removal	$400,000	A	002	8558
RB-07	Pine Canyon @ Live Oak Way	Initial debris removal	$150,000	A	002	8558
RB-08	Nacimiento-Fergusson Road	Initial Debris Removal	$300,000	A	002	8558
RB-09	Bolsa Knolls roads (CSA 9), such as Paul Ave, Cornwall, Denner, Rogge	Initial debris removal	$30,000	A	002	8558
RB-10	Echo Valley Road	Emergency preventative measures / bypass pumping	$50,000	B	002	8558
RB-11	Susan St Pump Station, Pajaro	Emergency preventative measures / bypass pumping	$25,000	B	002	8558
RB-12	Old Stage Road btwn Gonzales and Salinas (Hartnell, Encinal, Esperanza, Alisal)	Emergency debris removal	$500,000	A	002	8558
RB-13	Potter Road at Roseheart Road	Initial debris removal	$100,000	A	002	8558
RB-14	Reliz Canyon Road	Initial debris removal	$75,000	A	002	8558
RB-15	428 Carpenteria Road	Initial debris removal	$50,000	A	002	8558
RB-16	225 Hudson Landing	Initial debris removal	$15,000	A	002	8558
RB-17	15961 Meridian Road	Initial debris removal	$100,000	A	002	8558

ITEM #	LOCATION	DESCRIPTION OF DAMAGE AND SCOPE OF WORK	COST ESTIMATE	CATEGORY*	Fund	Unit
RB-18	Hall Road 630 ft w/o Johnson Road	Initial debris removal	$50,000	A	002	8558
RB-19	Carmel Valley Road MP 13.6	Initial debris removal	$150,000	A	002	8558
RB-20	25375 Arriba Del Mundo	Initial debris removal	$50,000	A	002	8558
RB-22	Palo Colorado Rd	Initial debris removal	$200,000	A	002	8558
RB-23	Arroyo Seco Rd MP 6.16	Sink Hole	$35,000	B	002	8558
RB-24	Hartnell Road	Initial debris removal	$200,000	A	002	8558
RB-25	12 E Carmel Valley Rd	Initial debris removal / Sink Hole	$25,000	A	002	8558
RB-26	Scenic Rd	Roadside Slope Slipout/Failure	$2,200,000	C	002	8558
RB-27	Carmel Valley Rd MP (SR-1 to Bucket of Blood)	Initial debris removal	$200,000	A	002	8558
RB-28	San Juan Rd 500 ft n/o Aromas Rd	Initial debris removal	$50,000	A	002	8558
RB-29	San Juan Rd 0.75 mi w/o San Miguel Cyn Rd	Initial debris removal	$50,000	A	002	8558
RB-30	San Antonio Rd	Debris removal various locations	$50,000	A	002	8558
RB-31	Nacimiento Lake Dr	Debris removal various locations	$50,000	A	002	8558
RB-32	798 Harrison Rd	Roadside Slope Erosion	$25,000	A	002	8558
RB-33	24645 Pescadero Rd	Initial debris removal / Sink Hole	$25,000	C	002	8558
RB-34	Tassajara Rd	Initial debris removal	$100,000	A	002	8558
RB-35	Cachagua Rd	Initial debris removal	$75,000	A	002	8558
RB-36	Carmel Valley Rd btwn Cachagua Rd and Tassajara Rd/Arroyo Seco	Initial debris removal	$75,000	A	002	8558
RB-37	Sycamore Canyon Rd	Rock Delivery for USFS	$10,000	B	002	8558
RB-38	Pancho Rico Rd (Br#415)	Initial debris removal/Slope Erosion	$60,000	C	002	8558
RB-39	700 Carpenteria Rd	Sink Hole	$100,000	A	002	8558
RB-40	Lewis Rd @ Andreas Estate	Slope Failure	$50,000	A	002	8558
RB-41	Interlake Dr (Various Locations)	Initial debris removal	$250,000	A	002	8558
RB-44	280 Calle De Los Agrinemsors Rd	Sink Hole / Slope Failure	$200,000	C	002	8558
RB-45	Bryson Hesperia	Initial debris removal	$100,000	A	002	8558
RB-46	Bryson Hesperia	Slope Failure	$250,000	C	002	8558
RB-46	Pleyto Cemetary Rd	Initial debris removal	$100,000	A	002	8558
RB-47	North Fork Rd	Slipout	$50,000	C	002	8558
RB-48	Pot-hole Repair County Rd Dist 1 (Various Locations)	Pot-holes	$250,000	B	002	8558
RB-50	Metz Rd between SR-146 and King City Limit	Initial debris removal	$100,000	A	002	8558
RB-51	Arroyo Seco Rd 2.7 miles w/o Carmel Valley Rd	Initial debris removal	$50,000	A	002	8558
RB-52	Springfield Rd 350 ft from SR-1	Debris removal	$100,000	A	002	8558
RB-53	Dolan Rd 0.3 mile from SR-1	Initial Debris Removal	$75,000	A	002	8558
RB-54	117 Old Stage Rd (MP 24)	Slope Failure	$40,000	A	002	8558
RB-55	Maher Rd 70 ft n/o Little Hill Ln	Slope Failure	$30,000	A	002	8558
RB-56	Castroville Blvd @ Paradise Rd	Initial Debris Removal	$50,000	A	002	8558
RB-57	Tree Debris Removal (San Miguel Canyon Rd @ Tarpey Rd, Castroville Blvd @ Par	Initial debris/tree removal	$50,000	A	002	8558
RB-58	259 Corral de Tierra Rd	Initial Debris Removal & Flush Culvert	$50,000	A	002	8558
RB-59	Tree Debris Removal (Various Locations)	Initial debris/tree removal	$100,000	A	002	8558
RB-60	Interlake Dr MP 6.0	Slope Repair, K-Rail	$50,000	EO	002	8558
RB-61	1491 Elkhorn Rd	Slope Repair	$50,000	B	002	8558
RB-62	Gonzales River Rd Bridge Approach	Road undermined	$500,000	EO	002	8558
RB-63	Gonzales River Rd Bridge Approach Closure	Signing	$20,000	EO	002	8558
RB-64	River Road btwn Gonzales River Rd and Chualar River Rd	Debris removal	$100,000	A	002	8558
RB-65	Echo Valley Road (Various Locations & Sediment ponds)	Debris removal	$100,000	A	002	8558
RB-66	Lewis Creek Rd	Slope Failure	$250,000	B	002	8558
RB-67	Lewis Creek Rd	Slope Failure	$750,000	C	002	8558
RB-68	Pancho Rico Rd	Initial Debris Removal / Slope Protection	$500,000	B	002	8558
RB-69	Blanco Rd MP 7.3	Sink Hole	$40,000	B	002	8558
RB-70	Cattleman Rd	Pump water	$40,000	B	002	8558
RB-71	San Juan Rd @ Tarpey Rd	Debris Removal/Slope Repair	$25,000	A	002	8558
RB-72	Reservation Rd	Debris Removal	$50,000	A	002	8558
RB-73	229 Aromas Rd	Debris Removal	$25,000	A	002	8558

Introduced: 2/6/2023
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Receive a presentation on the proposed project for the Encampment Resolution Funding (ERF) opportunity offered through the California Interagency Council on Homelessness;
b. Approve and authorize the County Administrative Office to submit an Encampment Resolution Funding grant application to assist with the housing of people living in the Pajaro River encampment; and,
c. Authorize the Assistant County Administrative Officer, or designee, to execute all necessary documents required to be awarded the Encampment Resolution Funding allocation.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Receive a presentation on the proposed project for the Encampment Resolution Funding (ERF) opportunity offered through the California Interagency Council on Homelessness;
b. Approve and authorize the County Administrative Office to submit an Encampment Resolution Funding grant application to assist with the housing of people living in the Pajaro River encampment; and,
c. Authorize the Assistant County Administrative Officer, or designee, to execute all necessary documents required to be awarded the Encampment Resolution Funding allocation.

SUMMARY/DISCUSSION:
Under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (sections 50250 et seq.), the Encampment Resolution Funding (ERF) Program was established to increase collaboration between the California Interagency Council on Homelessness (CAL ICH), local jurisdictions, and continuums of care (CoC's) to accomplish the following:

- Assist local jurisdictions in ensuring the wellness and safety of people experiencing homelessness in encampments, including their immediate physical and mental wellness and safety needs arising from unsheltered homelessness and their longer-term needs addressed through a path to safe and stable housing.
- Provide encampment resolution grants to local jurisdictions and continuums of care to support innovative and replicable efforts to resolve critical encampment concerns and to support individuals to access safe and stable housing, using Housing First approaches.
- Encourage a data-informed, coordinated approach to address unsheltered homelessness at encampments by establishing, through the encampment resolution grants, effective, scalable, and replicable demonstration projects.

The 2022-2023 State budget allocated $300 million for FY 2022-2023 (round 2) and $400 million for FY 2023-2024 (round 3). Funding is available for use for 2 years and must be fully expended no later than June 30, 2026.

The ERF is a flexible funding opportunity, however strong applications must:

- Demonstrate cross-systems collaboration
- Leverage local resources and initiatives
- Demonstrate the capacity to implement a Housing First approach
- Create pathways to permanent housing

Eligible uses include:

- Rapid Re-Housing
- Operating Subsidies
- Street Outreach
- Services Coordination
- Systems Support
- Delivery of Permanent Housing
- Prevention and Shelter Diversion
- Interim Sheltering
- Improvements to Existing Shelters
- 5% Administrative Costs

The Pajaro River encampment continues to be a major health and safety concern and is subject to clean-ups annually to protect people living in the river and surrounding communities from the threat of flood. Homeless services in north Monterey County and south Santa Cruz County are limited and the people often return to the river once the rain season subsides.

For this reason, it is recommended that this encampment be the target focus of a round 2 funding application, released on December 1, 2022. Applications will be reviewed in three windows and awards will be announced no later than April 30, 2023, June 30, 2023, and August 30, 2023.

The Community Health Engagement (CHE) outreach team has been working with individuals in the river to understand the varying level of needs the encamped occupants are experiencing. CHE has collected a growing list of 40+ individuals interested in participating in the ERF program, should the County be funded. Occupants provided a list of services they feel would substantially impact their ability to move into stable housing, including legal/citizenship, medical, pet, and employment services. Homeless Services Staff is actively seeking service provider partnerships from both counties to include in the ERF proposal in partnership with the City of Watsonville and the County of Santa Cruz' Health & Human Services Department.
The strategy to move people into safe housing is categorized into three distinct phases: Outreach & Engage, Stabilize, and Sustain, which are outlined in the presentation (attachment A).

The encampment site restoration activities (e.g., removal of tents and structures, trash cleanup, removal of damaged and overgrown trees, pruning, working with landscape architect to design hardscape and softscape to help preserve the restored area and discourage the return of encampment residents, and native tree, shrub, and grasses planting) will be fully funded and

administered by the Pajaro Regional Flood Management Agency (PRFMA).

The City of Watsonville and Counties of Santa Cruz and Monterey have worked together to identify a church partner interested in renting out their property to develop a micro-village of 34 non-congregate Cubez, which will be developed by Dignity Moves - a well-known and trusted entity with histories of developing similar projects utilizing State funding. The County of Santa Cruz will identify the primary service provider to operate the new navigation center in partnership with Monterey County's Homeless Services Program and the Coalition of Homeless Services Providers.

OTHER AGENCY INVOLVEMENT:
If funded, the County Administrative Office will enter into MOU with the Coalition of Homeless Services Providers, the County of Santa Cruz' Health & Human Services Department, the City of Watsonville, Westview Presbyterian Church, Dignity Moves, Pajaro Regional Flood Management Agency, and other community-based organizations. Monterey County Sheriff's Office will also serve as a key partner throughout the duration of the project.

FINANCING:
The total project expenses are approximately $8 million, in which the County could earn a 5% administrative fee of approximately $380,000. The County of Monterey will administer the grant but will hold no responsibility for the sustainability of the project after the grant term expires. Santa Cruz County agrees to assume responsibility for expenses incurred after the demonstration project ends. Both Counties are working with the Managed Care Provider to identify leverage funding to reduce the overall ask. A grant budget is in process but has not yet been finalized. The only other expenses incurred will be staff time for those assisting with contracts and processing checks.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This initiative correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by working collaboratively to address and develop a plan for ending homelessness.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Roxanne V. Wilson, Homelessness Services Director, x5445
Approved by: Nicholas E. Chiulos, Assistant County Administrative Officer, x5145

Attachments:

A. Presentation on Unsheltered Homelessness
B. Encampment Resolution Funding program NOFA

DocuSign Envelope ID: E7FC1A63-0FFF-4309-9244-24008C1841E0

Introduced: 2/6/2023 **Current Status:** Agenda Ready

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

a. Receive a presentation on the proposed project for the Encampment Resolution Funding (ERF) opportunity offered through the California Interagency Council on Homelessness;
b. Approve and authorize the County Administrative Office to submit an Encampment Resolution Funding grant application to assist with the housing of people living in the Pajaro River encampment; and,
c. Authorize the Assistant County Administrative Officer, or designee, to execute all necessary documents required to be awarded the Encampment Resolution Funding allocation.

RECOMMENDATION:
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a. Receive a presentation on the proposed project for the Encampment Resolution Funding (ERF) opportunity offered through the California Interagency Council on Homelessness;
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c. Authorize the Assistant County Administrative Officer, or designee, to execute all necessary documents required to be awarded the Encampment Resolution Funding allocation.

SUMMARY/DISCUSSION:
Under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (sections 50250 et seq.), the Encampment Resolution Funding (ERF) Program was established to increase collaboration between the California Interagency Council on Homelessness (CAL ICH), local jurisdictions, and continuums of care (CoC's) to accomplish the following:

- Assist local jurisdictions in ensuring the wellness and safety of people experiencing homelessness in encampments, including their immediate physical and mental wellness and safety needs arising from unsheltered homelessness and their longer-term needs addressed through a path to safe and stable housing.
- Provide encampment resolution grants to local jurisdictions and continuums of care to support innovative and replicable efforts to resolve critical encampment concerns and to support individuals to access safe and stable housing, using Housing First approaches.
- Encourage a data-informed, coordinated approach to address unsheltered homelessness at encampments by establishing, through the encampment resolution grants, effective, scalable, and replicable demonstration projects.

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The 2022-2023 State budget allocated $300 million for FY 2022-2023 (round 2) and $400 million for FY 2023-2024 (round 3). Funding is available for use for 2 years and must be fully expended no later than June 30, 2026.

The ERF is a flexible funding opportunity, however strong applications must:

- Demonstrate cross-systems collaboration
- Leverage local resources and initiatives
- Demonstrate the capacity to implement a Housing First approach
- Create pathways to permanent housing

Eligible uses include:

- Rapid Re-Housing
- Operating Subsidies
- Street Outreach
- Services Coordination
- Systems Support
- Delivery of Permanent Housing
- Prevention and Shelter Diversion
- Interim Sheltering
- Improvements to Existing Shelters
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DocuSigned by:
Nick Chiulos
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COUNTY OF MONTEREY HOMELESS SERVICES

PRESENTED BY:
ROXANNE V. WILSON

ENCAMPMENT RESOLUTION FUNDING OPPORTUNITY

ENCAMPMENT RESOLUTION FUNDING SUMMARY

Under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (sections 50250 et seq.), the Encampment Resolution Funding (ERF) Program was established to increase collaboration between the California Interagency Council on Homelessness (CAL ICH), local jurisdictions, and continuums of care (CoC's) to accomplish the following:

- Assist local jurisdictions in ensuring the wellness and safety of people experiencing homelessness in encampments, including their immediate physical and mental wellness and safety needs arising from unsheltered homelessness and their longer-term needs addressed through a path to safe and stable housing.
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- Encourage a data-informed, coordinated approach to address unsheltered homelessness at encampments by establishing, through the encampment resolution grants, effective, scalable, and replicable demonstration projects.

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OTHER KEY COMPONENTS

- Can only be used for <u>one</u> encampment
- Embed Housing First Principles throughout the project
  - Low-barrier (does not require housing "readiness" for entry)
  - Harm Reduction practices
  - Emphasizes client-choice
  - Social and community integration
  - Individualized recovery-oriented and client-driven supports
- Demonstrate cross-systems collaboration
- Leverage local resources
- Create a pathway to housing for those electing services



ELIGIBLE ACTIVITIES

- RRH
- Operating Subsidies
- Street Outreach
- Services Coordination
- Systems Support
- Delivery of Permanent Housing
- Prevention & Diversion
- Interim Sheltering
- Improvements to Existing Shelters
- Administration: up to 5%

AVAILABLE FUNDS

2021-2022 ERF-1: $47 million	2022-2023 ERF- 2: $300 million	2023-2024 ERF-3: $400 million
• City of Salinas was awarded $4.1 million for Gabilan/Natividad Creeks • No other Monterey County jurisdictions competed for funds	• $247,301,738 remain after 8 jurisdictions were rolled-over from round one • $150 million is prioritized for proposals that address encampments on state rights-of-way	• Not yet released

CAL ICH California Interagency Council on Homelessness

TIMELINE

Table, ERF-2-R Events	Responsible Party	Date(s)
NOFA Release Date	Cal ICH	12/01/2022
Application Release Date	Cal ICH	12/01/2022
Application Window #1	Applicant	12/1/2022 - 2/28/2023
Application Window #2	Applicant	3/1/2023 - 4/30/2023
Review and Award Window #1 Applications	Cal ICH	
Letter of Local Acknowledgement No Longer Required for CoC Applications on SROW	Applicant	5/1/2023
Application Window #3	Applicant	5/1/2023 - 6/30/2023
Review and Award Window #2 Applications	Cal ICH	
Review and Award Window #3 Applications	Cal ICH	7/1/23 - 8/31/23
Deadline to **Expend** 50 Percent of Allocation	Applicant	6/30/2024
Deadline to **Obligate** 100 Percent of Allocation	Applicant	6/30/2024
Deadline to **Expend** 100 Percent of Allocation	Applicant	6/30/2026

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California Interagency Council on Homelessness

M



PROJECT PROPOSAL

PAJARO RIVER

- People are subjected to annual clean-ups due to safety concerns
- Recent atmospheric river events
- People need resources that will help them move out of homelessness
- Service desert
- Significant and ongoing damages to the levee
- Large amounts of waste flows into the marine sanctuary
- $400 million levee expansion project
- 45+ on interest list

COLLABORATIVE PARTNERS

Entity	Role
County of Monterey, CAO IGLA-Homeless Services	Lead Applicant, Grant Management
County of Santa Cruz, Health & Human Services – Housing for Health	Co-applicant, Santa Cruz County Continuum of Care, Identify Primary Service Provider and lonG-term sustainable funds
Coalition of Homeless Services Providers	Co-applicant, Monterey County Continuum of Care, Co-Administer Funds
Pajaro Regional Flood Management Agency (PRFMA)	Co-applicant, Clean-up and Restoration
City of Watsonville	Co-applicant, site identification, planning, etc.

PROJECT COMPONENTS

Outreach and Engagement

- Started in August of 2022
- Consults with encampment residents to identify their complex needs.
- Build rapport
- Provides case management services to occupants while they are living unsheltered
- Will continue throughout the project period

Interim Housing

- Church owned property in Watsonville
- 34-36 Non-congregate, low-barrier shelter beds
- Services
  - Immigration & citizenship
  - Employment
  - Pets (immunizations, spay/neuter, flee remediation
  - Mental Health/SUD
  - Property Storage
  - Transportation
  - Physical Health

Permanent Housing

- Rapid Re-Housing
- Shelter Diversion
- Project Homekey
- Coordinated Entry from both Counties
- Family Reunification

INTERIM HOUSING UNITS

Partner: Dignity Moves

BOSS Cubez
- 20 year lifespan
- Move-in ready in 4-6 months
- Non-congregate units
- High fire ratings

Similar projects in:
- San Francisco
- San Luis Obispo
- Santa Maria
- La Posada
- Santa Barbara
- Thousand Oaks
- Baldwin Park





DIGNITYMOVES
REIMAGINING SCALABLE SOLUTIONS TO HOMELESSNESS



PROJECT SUMMARY

- Project total: ~ $8 million
- 5% Administration: $380k
- Target submission date: 2/24/23
- Anticipated # of ppl served: 65 (~45 ppl on interest list)
- Goal: Permanently house 75% of program participants

M

QUESTIONS

State of California
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

CAL ICH
California Interagency Council on Homelessness

Encampment Resolution Funding Program, Round 2, Second Disbursement (ERF-2-R)

Notice of Funding Availability (NOFA)

December 1, 2022

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California Interagency Council on Homelessness (Cal ICH)

Encampment Resolution Funding Program, Round 2, Second Disbursement (ERF-2-R)

Notice of Funding Availability (NOFA)

I. GRANT OVERVIEW

A. ERF-2-R Objective

The Encampment Resolution Funding (ERF) Program will fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.

Proposals may bolster existing, successful models and/or support new approaches that provide safe stable, and ultimately permanent housing for people experiencing homelessness in encampments.

B. Authority

Under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (HSC) (sections 50250 et seq.), the Encampment Resolution Funding Program (Program) was established to increase collaboration between the California Interagency Council on Homelessness (Cal ICH), Local Jurisdictions, and Continuums of Care for the following purposes:

- Assist Local Jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.
- Provide grants to Local Jurisdictions and continuums of care to resolve critical encampment concerns and transition individuals into safe and stable housing.
- Encourage a data-informed, coordinated approach to address encampment concerns.

The ERF Program was initially authorized in 2021 through Assembly Bill (AB) 140 (Chapter 111, Statutes of 2021), which allocated $50 million for what would become the first round of funding. SB 197 (Chapter 70, Statutes of 2022) amended the program and AB 178 (Chapter 45, Statutes of 2022) allocated an additional $300 million for Round 2 of ERF funding.

C. Background

Cal ICH was created in 2017 to oversee the implementation of Housing First policies, guidelines, and regulations to reduce the prevalence and duration of homelessness in California. Cal ICH's mission is to develop policies and to identify and coordinate resources, benefits, and services to prevent and work toward ending homelessness in California.

The ERF Program is a 4-year grant program that includes two rounds of funding: $50 million in Fiscal Year (FY) 2021-22 (ERF-1) and $300 million in FY 2022-23 (ERF-2) to provide grants to Local Jurisdictions and continuums of care to resolve critical encampment concerns and transition individuals into safe and stable housing.

The first disbursement from the $300 million of ERF-2 funds was provided to applicants from ERF-1 that satisfactorily met all program requirements but had not been awarded grants due to lack of available funds.

This NOFA is for the remaining $237,301,738 of ERF-2 funds. Applications will be accepted on a rolling basis until June 30, 2023, or until all funds are exhausted, whichever comes first. Up to $150 million will be prioritized for proposals that serve people living in encampments on state right-of-ways.

D. Eligible Applicants

- Local Jurisdiction – means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

- Continuum of Care (CoC) – as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.

    - Per statute (AB 178, Budget Act of 2022), Local Jurisdictions have priority to apply for ERF programs on state right-of-ways, over CoC applicants, until a date specified by Cal ICH. If a CoC applies for an ERF proposal located on a state right-of-way before May 1, 2023, the CoC must provide a Letter of Local Acknowledgment from each overlapping Local Jurisdiction that identifies the prioritized encampment and confirms that the CoC has communicated with each Local Jurisdiction and that no Local Jurisdiction intends to apply for ERF-2-R funds for the prioritized encampment.

E. Eligible Population to Serve

ERF-2-R funds may only be used for proposals that connect people experiencing homelessness in encampments to interim shelter with clear pathways to permanent housing or place people directly into permanent housing.

F. Rounds of Funding

- ERF-1 is Round 1 of the Encampment Resolution Funding Program. It featured one disbursement totaling $48 million to 19 jurisdictions.

- ERF-2 is Round 2 of the Program. It features at least two disbursements.

- ERF-2's first disbursement (ERF-2-L) was made available to jurisdictions that applied for ERF-1, satisfactorily met all applicable program requirements, but did not receive awards due to lack of available funds. $47.7 M was awarded to eight jurisdictions (ERF-2-L indicates a *lookback* to unfunded ERF-1 applicants).

- ERF-2's second disbursement (ERF-2-R) is made available through this NOFA (ERF-2-R indicates a *rolling* application process).

G. Available Funds

- Up to $237,301,738 are available for award through ERF-2-R.

  - Applications will be accepted on a rolling basis until June 30, 2023, or until funds are exhausted, whichever is sooner.

  - Pursuant to the Budget Act of 2022 (Section 20 of AB 178), up to 50 percent of the $300 million authorized for ERF-2 shall be prioritized for Local Jurisdictions with proposals that address encampments on state right-of-ways and that meet priority criteria established by Cal ICH in consultation with the Department of Transportation.

H. Key Dates

The rolling Application Window will open upon the release of this NOFA and the accompanying ERF-2-R application on December 1, 2022, and will remain open until June 30, 2023, or until all program funds have been exhausted, whichever comes first. Applications will be reviewed in batches as illustrated in the table and diagram below. Applications for projects on state right-of-ways will be prioritized in this review process.

If a CoC applies for an ERF proposal located on a state right-of-way (SROW) before May 1, 2023 (during Application Window #1 or #2), the CoC must provide a Letter of Local Acknowledgment from each overlapping Local Jurisdiction that identifies the prioritized encampment and confirms that no Local Jurisdiction intends to apply for funding for the prioritized encampment.

Table, ERF-2-R Events	Responsible Party	Date(s)
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Application Release Date	Cal ICH	12/01/2022
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Diagram, Application Window and Review									
	2022 DEC	2023 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Application Window 1									
Review of Window 1 Applications									
Application Window 2									
Review of Window 2 Applications									
Application Window 3									
Review of Window 3 Applications									

I. Applicant Conference:

General questions may be submitted by email to calichgrants@bcsh.ca.gov, with a heading "ERF-2-R" for the duration of the rolling application period. Please know that Cal ICH will likely respond to any inquiries through **official channels that are directed to the entire eligible applicant pool** (i.e., Applicant Conference, FAQ, or if necessary, an addendum to this NOFA). A non-mandatory Applicant Conference is a space for Cal ICH to walk through the application and submitted questions and answer live questions, as time permits. This conference will last an hour and is for informational purposes only. Attendance is voluntary and the conference will be recorded and posted on Cal ICH's website for viewing as your schedule permits.

To have your question answered in the Applicant Conference, please email questions to calichgrants@bcsh.ca.gov with subject line: ERF-2-R by 5pm 12/21/2022.

Conference date and time: 1/05/2023 @ 10:00 – 11:00 AM Pacific Time

Register in advance for this webinar:
(https://us06web.zoom.us/webinar/register/WN_vHuyirIjTgKzNwIC170QzQ).

Applicant Conference Agenda:
- Welcome and Introduction
- NOFA Overview
- Answer Questions Submitted to Cal ICH
- Live Questions (as time permits)

II. REQUIRED APPLICATION ELEMENTS, EVALUATION CRITERIA, AND PRIORITIZED FACTORS

A. Required Application Elements

Eligible applicants must submit an Application in a form and manner specified by Cal ICH; the Application must include minimum elements as described in HSC Section 50252.1(c)(4). The Application made available through the Cognito Submission Portal includes all the minimum elements.

B. Evaluation Criteria

In determining which Applications to fund, Cal ICH shall evaluate and score proposals based on specific criteria as described in HSC Section 50251(c)(2). These specific criteria are operationalized through and located in the ERF-2-R Scoring Matrix at Section VI.A and B of this NOFA.

C. Prioritized Factors

In accordance with HSC Section 50252.1(c)(5), in awarding grants, funding shall be prioritized for both of the following:

- Applications that demonstrate cross-systems collaboration, including collaborations with state and federal entities, and innovative efforts to resolve encampment issues, while focusing on protecting the health and well-being of the individuals living in those encampments.

- Applications that represent the diversity of communities across the state, including, but not limited to, rural, urban, and suburban communities.

III. ELIGIBLE USES

A. Eligible Uses

Applicant's program design and objective and their proposed eligible uses must advance ERF-2-R's objective, which is set forth at Section I.A of this NOFA. Proposal design may include any combination of the following ten Eligible Use categories:

Eligible Use Category	Non-Exhaustive List of Eligible Activities Applied to the Eligible Population
Rapid Rehousing	Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.
Operating Subsidies	Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
Street Outreach	Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services.
Services Coordination	Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and promote housing stability for eligible persons, as well as direct case management services being provided to persons.

Systems Support	Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.
Delivery of Permanent Housing	Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.
Prevention and Shelter Diversion	Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.
Interim Sheltering	Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.
Improvements to Existing Emergency Shelters	Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.
Administrative Costs	Administrative costs incurred by the city, county, continuum of care, to administer its program allocation. **Up to 5% of grant funds may be applied to administrative costs.**

Site restoration is not a permitted Eligible Use for ERF-2-R funds.

B. Budgets

Applicants must use the standardized budget template available at Box.com: (https://dca.box.com/s/3hil5rn8zp4g4q91r619fjlt2lrc6qvl). Where necessary, applicants may modify the budget template.

These budgets will be submitted through the Cognito submission portal: (https://www.cognitoforms.com/CaliforniaInteragencyCouncilOnHomelessness/ERF2RApplication).

Applicants must demonstrate a reasonable effort to correctly categorize their budgets into the appropriate Eligible Uses. Additionally, if one larger proposal may fall within two or more Eligible Use categories, applicants should split up the line item so that Cal ICH staff can track and better understand proposal components.

IV. APPLICATION

A. ERF-2-R Application

The ERF-2-R Application is a questionnaire style survey and has three required parts. A submitted Application that deviates from the following requirements may be considered nonresponsive and may be disqualified from the evaluation.

1. Part 1: Administrative Information

Requires the applicant to provide information pertaining to jurisdiction type, implementing organization, and contacts.

2. Part 2: Proposal Overview

Requires the applicant to provide information on three main areas:

a) People Served: including metrics on how many people are living in the prioritized encampment and how many people are proposed to be served.

b) Encampment Information: including a description of the people living in the prioritized encampment, the physical characteristics of the encampment, why the site and the people residing there are being prioritized, and whether the encampment is located entirely or partially on a state right-of-way. This includes:

- **Attachment, Map:** Applicants must submit a map of the encampment site proposed to be served with ERF-2-R funds.

- **If applicable, Attachment, Caltrans Letter of Support:** Projects entirely or partially on a state right-of-way must include a Letter of Support from Caltrans.
  - This letter must include confirmation from Caltrans that they are aware of and in support of the ERF project, including the projected timeline, and that they will only take action on that encampment site in collaboration with and with at least two weeks-notice to the ERF grantee, unless critical circumstances exist when an encampment poses an imminent threat to life, health, safety, or infrastructure and must be immediately addressed.
  - This letter should be signed by the local Caltrans Deputy District Director of Maintenance (DDDM) or their designee.
  - This letter may also include Caltrans role in the proposal and what Caltrans resources are being leveraged.

c) Proposal's Outcomes: including a description of the proposal's planned outcomes, activities to support meeting these outcomes, and how the applicant will measure their progress.

3. *Part 3: Implementation*

Requires the applicant to provide details around proposal implementation around five key areas:

a) Centering People: includes data, evidence, etc. that informed the proposal's design, how input from people with lived expertise was meaningfully incorporated into the proposal, the proposal's adherence to Housing First, the proposal's delivery of trauma informed housing services and supports, as well as how the proposal will prioritize the dignity, health and safety of people experiencing homelessness in the encampment.

b) Core Service Delivery and Housing Strategies: including the proposed outreach strategies and/or service coordination for the persons experiencing homelessness while they continue to reside in the encampment, the proposed living situations immediately following the encampment, displacement mitigation strategies, commitment and ability to deliver permanent housing, service pathways to permanent housing, and strategies to mitigate returns to unsheltered homelessness.

c) Budget and Resource Plan: including the total amount of ERF-2-R funds requested, the amount and description of non-ERF resources that will support the proposal, and an explanation for how the requested amount was determined based on the number of people served and the housing options provided. This includes:

- **Attachment, Standardized Budget**: Applicants must use the standardized budget template available at Box.com: (https://dca.box.com/s/3hil5rn8zp4g4q91r619fjlt2lrc6qvl). Where necessary, applicants may modify the budget template. For guidance on Eligible Uses and categorization, *see* Eligible Uses in Section III.A.

d) Key Entities and Staff: including the experience and qualifications for the implementing organization and key partners, evidence of collaboration between Local Jurisdiction(s) and the CoC, as well as identification of the primary parties with rights to and/or control of the property upon which the encampment resides (Caltrans, Union Pacific, private landowner, etc.) and their shared understanding of and commitment to the implementation of the proposal. For proposals on state right-of-ways, applicants must describe how they collaborated with Caltrans on their program design, implementation plans, and projected timeline.

- **If applicable, Attachment, Letter of Local Acknowledgement**: Local Jurisdictions have priority to apply for ERF programs on state right-of-ways. If a CoC is applying for an ERF project for an encampment that is entirely or partially on a state right-of-way before May 1, 2023, the CoC must include a Letter of Local Acknowledgment from each overlapping jurisdiction. This letter must confirm that the applicant has communicated with each overlapping Local Jurisdiction and that no overlapping jurisdiction intends to apply for ERF-2-R funds for this particular encampment.

e) Accelerated Timeline: including how your community will act urgently and efficiently while prioritizing the dignity, safety and wellness of people experiencing homelessness within the encampment site and proposal milestones. This includes:

- **Attachment, Timeline**: Applicants must use the standardized timeline template for the appropriate application window available at Box.com:
  - Timeline for Application Window 1 (through February 28, 2023) (https://dca.box.com/s/44esrb8roe0pc3lmm3y7h1v4qkja8qbk)
  - Timeline for Application Window 2 (through April 30, 2023) (https://dca.box.com/s/mn0oepvjshisp6asdg32g0duxfhy0phy)
  - Timeline for Application Window 3 (through June 30, 2023) (https://dca.box.com/s/kl1r5ndssno0uygi66sz7b4zooweolts)

V. APPLICATION SUBMISSION

A. Submission Portal Requirements

Applicants will utilize the Cognito submission portal: (https://www.cognitoforms.com/CaliforniaInteragencyCouncilOnHomelessness/ERF2RApplication).

Applications will be accepted on a rolling basis beginning on December 1, 2022, until June 30, 2023, or until all funds have been exhausted, whichever occurs first. As detailed above in the Key Dates table, this rolling application period will span three possible application submission windows. Complete applications submitted and received by 5:00 p.m. on the last day of the corresponding application window, will be reviewed and evaluated as a batch for that window. Applications received after 5:00 p.m. on the last day of the application window will be reviewed and evaluated during the following application window. Because Cal ICH does not have control over the platform's timing apparatus and uploading speed, and to mitigate for unforeseen occurrences, applicants are strongly encouraged to submit by noon on the last day of the corresponding application window. For example, applications submitted during application window #1 for the period of December 1, 2022 through February 28, 2023, must be submitted no later than 5:00 p.m. on February 28, 2023, and applicants are encouraged to submit by noon on that day to mitigate any unforeseen occurrences in the Cognito application portal. Applicants are permitted to submit a "test" submission at a time of their choosing to familiarize themselves with the Application and the Cognito platform. The Cognito platform will instruct applicants how to navigate this process.

VI. REVIEW, SCORING, AND AWARD

A. Review

Phase 1 – Administrative Review: Applications will be reviewed and evaluated for completeness of NOFA specifications, including checking that the application was submitted on behalf of an eligible applicant. In this review stage, reviewers will compare the contents of each application to ensure that all required items are populated and / or received. Applications that are not complete or do not contain all the required items and attachments will be considered non-responsive and may be disqualified from the evaluation.

Phase 2 – Scoring Review: Cal ICH and/or its designee will convene an evaluation panel of three qualified individuals who have knowledge and experience of the state grantmaking process and subject matter of the Program (Evaluation Panel). The Evaluation Panel will review and score applications in accordance with the ERF Scoring Matrix below. This panel will produce an application's average score. Applications eligible for funding must score an average of at least 70 of the possible 100 points. In addition to receiving an average total score of at least 70, all applicant scores must average no less than the minimum scoring threshold for each of the following sections:

1) People Served and Encampment Information (must receive 3 out of the 5 possible points)
2) Proposal's Outcomes (must receive 10 out of the 15 possible points)
3) Centering People (must receive 16 out of the 20 possible points)
4) Core Service Delivery and Housing Strategies (must receive 11 out of the 15 possible points)
5) Budget and Resource Plan (must receive 10 out of the 15 possible points)
6) Key Entities and Staff (must receive 10 out of the 15 possible points)
7) Accelerated Timeline (must receive 10 out of the 15 possible points)

B. Scoring

The Evaluation Panel will review and consider the totality of the information in the Application when determining whether the Application satisfies the minimum scoring threshold. However, applicants should respond to each Application criteria in the proper Application section to ensure all requirements are met.

ERF-2-R Scoring Matrix	
Proposal Overview	**Factors that satisfy minimum scoring threshold:**
People Served and Encampment Information *(Must receive 3 out of the 5 possible points)*	• Clearly describes the characteristics and demographics of the people living in the prioritized encampment and the physical aspects of the encampment including location, size of area, types of structures onsite, and vehicles present. • Makes a logical and compelling case for why the identified encampment site is being prioritized.
Proposal's Outcomes *(Must receive 10 out of the 15 possible points)*	• Proposal's outcomes meaningfully align with ERF-2-R's objective (set forth at Section I.A of this NOFA). • Outcomes are specific, measurable, realistic, and time-based. • Logically describes how progress will be measured and outcomes achieved. • Applicant demonstrates an above average likelihood of achieving the Proposal's Outcomes.

Implementation	Factors that satisfy minimum scoring threshold:
Centering People *(Must receive 16 out of the possible 20 points)*	• Uses well-informed analyses or the perspectives of people with lived experience of homelessness to inform the proposal's decisions, processes, and actions which should advance the wellbeing of people experiencing unsheltered homelessness in the identified encampment. • Aligns with and exemplifies Housing First approaches. • Provides trauma informed services and supports, operationalizes harm reduction, and centers an individual's choice and preferences. • Prioritizes the dignity, health, and safety of people experiencing homelessness in the encampment. • Details the controls in place to not "penalize homelessness."
Core Service Delivery and Housing Strategies *(Must receive 11 out of the possible 15 points)*	• Includes a comprehensive outreach and engagement strategy including case management and service coordination for people currently residing in the encampment. • Details identified interim shelter and permanent housing options and includes a description of how many individuals are projected to be served with each interim and permanent housing solution. • Includes compelling evidence of an applicant's demonstrated ability and commitment to deliver permanent housing for people residing in the prioritized encampment. Compelling evidence may include identification, availability, and prioritization of permanent housing resources. • Describes how the proposed service delivery model is tailored to meet the needs and preferences of the people residing in the encampment site. • Uses data and input from people with lived experience of homelessness to inform housing and service needs, preferences, and the availability of resources to meet those needs and preferences. • Details strategies likely to prevent displacement from the prioritized encampment to another unsheltered location and prevent returns to unsheltered homelessness. • Details operable plans to support individuals with the storage of their property and care of their pets.
Budget and Resource Plan (*Must receive 10 out of the possible 15 points)*	• Demonstrates a sustainable, prudent, and effective use of requested funding. • Budget aligns with achieving the proposal's outcomes, services and housing options, and number of people served. • Identifies non-ERF-2-R resources that will be leveraged to

	support proposal implementation including coordination of resources from other systems that would increase services and housing options.
Key Entities and Staff *(Must receive 10 out of the possible 15 points)*	• Includes a detailed description of the lead entity that will oversee the implementation of activities in the proposal. Describe lead entity's mission, goals, values, geographic service area and existing efforts related to serving persons living in encampments. • Demonstrates the ability to recruit and deploy personnel with experience and expertise needed to support the success of the proposal. • Demonstrates commitment to cross-systems collaboration with descriptions of key contributions of each organization and local community partners including their experience and expertise in serving persons experiencing unsheltered homelessness with a range of service needs. • Demonstrates collaboration between Local Jurisdiction(s) and the CoC for this proposal. • Demonstrates capacity to carry out the proposal. • Identifies the primary parties with rights to and / or control of the property upon which the encampment resides and their shared understanding of and commitment to the implementation of the proposal. • If the encampment is on a state right-of-way, the proposal describes how the applicant collaborated with Caltrans on their program design, implementation plan, and projected timeline.
Accelerated Timeline *(Must receive 10 out of the possible 15 points)*	• Demonstrates how the community will act urgently and efficiently while prioritizing the dignity, safety and wellness of people experiencing homelessness within the encampment site. • Demonstrates likelihood of meeting proposal milestones and objectives.

C. Award

After each application window has closed and all applications received during the window have been reviewed and scored, a Notice of Intent to Award shall be posted on the Cal ICH website and shall be sent by email to the proposed awardees.

Once awards have been determined by Cal ICH, a contract packet including the Standard Agreement and Request for Funds Form (RFF) form will be prepared and sent to the grantee. The grantee will return the signed Standard Agreement and RFF. Funds will be disbursed to the grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO). The RFF must include the total amount of funds

proposed for expenditure. Grant funds will be disbursed via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

Applications that are denied funding will be provided Evaluation Panel feedback. Applicants are encouraged to incorporate this feedback and reapply in the next Application Window. Projects on state right-of-ways will be prioritized in this feedback process.

D. Appeals

Pursuant to HSC Section 50251(c)(1), Cal ICH's decision to approve or deny an application and the determination of the amount of funding to be provided shall be final and is not subject to appeal.

VII. PERFORMANCE AND REPORTING

A. Performance

Performance shall start no later than 30 days, or on the express date set by Cal ICH and the grantees, after all approvals have been obtained and the Standard Agreement is fully executed. Should the grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

ERF-2-R funds not expended by the 6/30/26 deadline shall be returned to Cal ICH and will revert to the fund of origin.

B. Reporting

The grantee shall submit quarterly reports to Cal ICH with fiscal and programmatic data reflecting the progress of their ERF program in a format provided by Cal ICH. These quarterly reports will include an anonymized person served list illustrating the housing outcomes of each person served by the grantee's ERF program. Grantees may also receive ad hoc requests for information from Cal ICH or its contractors in support of program monitoring, research, and evaluation. Grantees with projects on state right-of-ways may also be required to provide programmatic data to Caltrans.

At the end of the grant period, or upon request by Cal ICH, all grantees shall provide information and products developed with grant funds on service delivery models including any materials that may be necessary to study the program or replicate it for implementation across the state.

County of Monterey

Board Report

Legistar File Number: OBM 23-023

Item No.16

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

February 14, 2023

Introduced: 2/6/2023
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Board Report

Legistar File Number: OBM 23-024

Item No.17

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

February 14, 2023

Introduced: 2/6/2023
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

New Referrals

Monterey County Board of Supervisors

MEETING: **February 14, 2023 - Other Board Matters**
SUBJECT: Board Referrals Update
DEPARTMENT: County Administrative Office

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
1	2016.02	4/12/16	Adams	HCD	County Counsel	Girard/Lundquist	5/10/16	Short Term Rental (STR) Ordinance a) Prioritize completion of the STR rental ordinance by scheduling a final meeting of the STR Working Group; and b) Present a complete STR Ordinance to the Planning Commission; c) County Counsel respond to the Board re. County not engage in code violation citations while the STR ordinance is being developed.	Staff presented the draft vacation rental ordinances to the Board on November 17, 2020, and May 2021 for direction. Based on Board direction, the necessary environmental review will be conducted. Upon completion of the environmental review, the Planning Commission would consider a recommendation to the Board on the environmental documentation and draft ordinance. Referral modified on August 24, 2021 (as part of Board's annual evaluation of referrals) requesting that HCD provide a proposal to address implementation of enforcement at this time, as well as anticipated funding sources for those costs. On October 5, 2021, the Board directed HCD to developed a pilot program to enforce STRs in District 5. On December 8, 2021, staff provided a presentation to the Board on its proposed proactive enforcement and was directed to proceed by returning in January/February 2022 for Board action on staff resources, funding, and a draft ordinance increasing fines for unauthorize STRs. The Budget Committee considered staff resources on January 26, 2022 and subsequently, on March 1, 2022, the Board approved three new staff positions including two Code Compliance Inspector II positions and an Office Assistant position. A Notice of Preparation has been distributed indicating that an EIR is being prepared. A public consultation and scoping meeting were held on September 6 and 19, 2022, respectively. An initial study has been completed concluding that an EIR is warranted related to the draft ordinances. The Board will consider a contract with Ascent Environment for the preparation of a contract on December 6, 2022. Under contract with the County, Ascent Environmental, Inc. has begun drafting the EIR.	Pending
2	2017.18	9/19/17	Board	CAO		Bokanovich	10/24/17	Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners.	The item was presented to the Board on 10/2/2018. The Board directed that HR: 1) convene a committee of Department Heads that manage significant boards and commissions to develop a Commissioner Recruitment Strategy; 2) ask departments to provide information related to the diversity of their current volunteer Commissioner's and committee members; and 3) work with County Counsel and Auditor to determine what would be involved/required to actively implement reimbursement to these volunteers, with budget/cost implications. Referral modified on August 24, 2021 (as part of Board's annual evaluation of referrals) to include: A) an assessment on how commissions are being utilized; how well they are serving in their advisory function to the Board; staffing levels of various committees, and, how that may or may not contribute to their functioning; and, B) referring the referral to the Board of Supervisors - Human Resources Committee to engage in discussion and bring back recommendations to the full Board. This item was discussed with the Human Resources Committee in late January 2022. The referral has been reassigned to the County Administrative Office for response. Staff will provide a report to the Board in March 2023.	Pending
3	2017.20	11/19/19	Alejo	PWFP		Ishii	1/28/20	Lease agreement between the City of Salinas and the County of Monterey regarding County's parcel adjacent 855 East Laurel Drive in Salinas for the implementation of a BMX Bike Track, new Skate Park, and sidewalk on East Laurel Drive in Salinas.	An initial referral was initiated on September 15, 2017. On September 1, 2017, Supervisor Alejo held a meeting with the City of Salinas, County RMA staff, and a BMX bike park and skate park engineers/designers to review the property. County Staff conferred with City Staff relative to the City's update of their Parks Master Plan. RMA has also been coordinating with City staff regarding sidewalks on County-owned lands along East Laurel Drive adjacent to this property (between Sanborn Road and Constitution Boulevard). The referral was closed on May 7, 2019 for staff to pursue efforts for a Shelter at 855 E. Laurel. RMA is preparing to bring a master planning effort for use of County lands, specifically lands at Natividad/Laurel in Salinas. This matter is reinstated for reconsideration. Public comment on this item was received on January 14, 2020. Item was pulled from the June 16, 2020, Board meeting agenda and is on hold pending identification of funding. Staff to consult with requesting Supervisor prior to resubmitting item to the Board. PWFP staff continues to work with our state legislative consultants to identify potential grant opportunities. At the September 14, 2021 Board Meeting, the Board provided direction to PWFP staff to apply for Prop 68 grant funding. On January 20, 2022, the County submitted a $3 million application to the Prop 68 Regional Park Program. Project implementation is pending notification of a grant award. On August 24th, the County was notified that its project applications were not selected for grant funding - the process was highly competitive and oversubscribed. Staff will continue to find new opportunities to raise fund to build the project.	Postponed
4	2018.15	6/5/18	Phillips./Alejo	HCD		Lundquist	7/17/18	Consider zoning changes to prohibit drilling for oil & gas north of King City	Present options for initiating amendments to County zoning to prohibit new oil and gas exploration in Monterey County except in the southern Salinas Valley, generally south of King City and east of the Santa Lucia range, so that it meets all legal requirements. RMA prepared options for consideration by the Planning Commission at a workshop held on 7/11/18. Referral postponed until Measure Z litigation is concluded.	Postponed
5	2018.16	6/26/2018	Alejo	County Counsel/Auditor-Controller		Girard/Shah	8/28/2018	Update County Travel Policy by County Counsel in coordination with the Auditor-Controller's Office.	Monterey County's travel policy managed by the Auditor-Controller has not been updated in many years and today, it does not compare with current market prices or organizational procedures and may exceed legal requirements. The current policy creates barriers for county staff to be able to effectively represent county business at conferences, trainings or in litigation. This policy also conflicts with another travel policy found in the Personnel Policies and Practices Resolution (PPPR). This referral seeks to update the policies to account for inconsistencies, business needs, efficiency, market prices, whether government rates are available or whether the discounted lodging rooms were secured by conference organizers, such as the California State Association of Counties. This lack in clarity in the existing policy is costing unnecessary staff time and an update would modernize our policy with current standards. The new policy should meet Federal and State law while supporting business efficiency. A revised policy was presented to the Board on November 6, 2018. An updated memo was submitted to the Board. A revised policy will be presented to the Board in June 2022.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
6	2018.28	12/4/2018	Phillips	HCD		Lundquist	12/11/2018	Affordable Housing in the Coastal Zone	Amend County LCP to be consistent with the Coastal Act regarding affordable housing, authorize staff to investigate processes and provide language revision recommendations to the Local Coastal Plan. A presentation was provided to the Board on January 15, 2019. HCD plans to couple this work with the 6th Housing Element to be completed by December 2023. In the interim, staff considers the integration of affordable housing policies in the coastal zones when the opportunities exist (e.g., update to the Big Sur Land Use Plan)	Pending
7	2019.08	9/10/2019	Alejo	PWFP/IGLA		Ishii/Chulos	12/10/2019	State Funding for the Historic Old Monterey County Jail	A presentation of options for the disposition of the Old Jail was provided on September 10, 2019. The Board identified specific options and authorized Supervisor Alejo to pursue state funding match ($10M) in the 2020 State Budget, which will be determined by June 2020. Meanwhile, RMA has coordinated with City staff on their Lincoln Avenue Corridor Master Plan efforts that includes an option for potential reuse of the old jail site. Due to the pandemic the Legislature did not entertain specific budget requests, such as that for the Old Jail. On Oct. 18, 2021, the County met with Assemblymember Rivas who indicated he would submit a $15 million 2022 State Budget request for the project. Discussions on this request are ongoing with the County's State Legislative delegation. On February 11, 2022, the Board held a Legislative Workshop and identified this request as a County priority. No funding for the project was included in the FY 22-23 State Budget. Staff has updated the funding request to $17.25 million to reflect project cost escalation. Staff continues to seek opportunities to fund the project. Ongoing updates are being provided to the Legislative Committee.	Postponed
8	2019.11	10/8/2019	Adams	Health/Environmental Health/Co Counsel		Jimenez/Encarnacion/Strimling	11/19/2019	Establish an Ordinance restricting the use of single-use plastics	Due to the ongoing Shelter In Place order, the development of this ordinance remains delayed. Many of the stakeholder entities have been severely impacted by the SIP (the restaurant and hotel industry particularly) and EH recommends their participation in the development of this ordinance once SIP conditions are lifted or allow business activities to resume at a higher level of production. During the entire month of September 2021, the Recycling Resource And Recovery Services (RRRS) of the Environmental Health Bureau had a survey on posted on the program's webpage seeking input from the public. The survey was live for 30 days and RRRS received a total of 294 responses and 94 comments. 70% of respondents Strongly Agreed and 13% Strongly Disagreed.	Postponed
9	2020.12	3/3/2020	Phillips & Adams	CAO/PWFP		Vega/Ishii	4/7/2020	Consider funding options to increase the Pavement Condition Index of County roads to at least a "Fair" standard over the next ten years.	Staff has been performing research on funding options with the assistance of a financial consultant. A report was presented to the Capital Improvement Committee (CIC) meeting on September 13, 2021. Staff provided a status update to the Board on February 8, 2022. Staff is proceeding with Board direction and coordinating with financial advisors and the Budget team to finalize details of the proposed bond approach. The Debt Advisory Committee considered the program on November 21, 2022 and the Budget Committee considered the program on November 30, 2022. Review by the Capital Improvement Committee is planned for February 8, 2023, with a report to the Board planned for March 7, 2023.	Pending
10	2020.22	7/7/2020	Phillips	CAO		Bokanovich	7/28/2020	Referral Process Amendment	This referral requests that the process be amended to have Board approval for a referral as part of an agenda item showing the purpose of the referral, costs, time, challenges, and details of the project. Exceptions may be made for urgent matters. The Board approved an Amended Board Referral Process on April 27, 2021. The Board will conduct a review of the amended referral process, along with the evalution of outstanding referrals, on an annual basis. The referral has been reassigned to the County Administrative Office for response. Staff will provide a report to the Board in March 2023.	Pending
11	2020.27	12/8/2020	Lopez-Alejo	COB		Ralph		Address the need for translation services	This referral seeks to support access to live translation services and translate recorded minutes of Board of Supervisor meetings. Staff provided a report to the Board on December 14, 2021. Staff will provide a report to the Board in July 2022. The referral is close to completion. Staff will provide an update to the referring Supervisors.	Pending
12	2021.05	3/2/2021	Alejo	PWFP		Ishii	6/1/2021	Monterey County COVID-19 Victims Memorial	This referral seeks to create a permanent memorial with the names of all COVID-19 victims of Monterey County on the Monterey County Government Campus at 168 West Alisal Street. A presentation was provided to the Board on March 22, 2022. Staff was directed to seek potential match from partners and return to the Board in 45 days for further direction. Staff has been seeking potential partners and will be reporting back. The Board approved a revised concept at its June 22, 2022 meeting. Staff is coordinating with the Budget Office to establish fund to receive donations, and staff is seeking potentioal donors. On September 13, 2022 the Board of Supervisors approved staff's request to enter into a capital campaign with Monterey County Community Foundation to raise funds to complete the project.	Pending
13	2017.24	10/18/2017	Alejo	Probation		Keating		Proposal to consolidate the current "Youth Center" on 970 Circle Drive in east Salinas with the new Juvenile Hall on 1420 Natividad Road and repurpose the property on 970 Circle Drive.	A memorandum was provided to the Board of Supervisors in late August 2020. Continuing discussions are occurring. Staff provided a memorandum to the Board on May 6, 2021. Referral modified on August 24, 2021 (as part of Board's annual evaluation of referrals) to include a report from the CAO on options for retaining an independent consultant to look into this matter. Staff provided a report to the Board on April 26, 2022. The Board provided direction for the CAO's Office to pursue a contract with a consulting firm to conduct an infrastructure needs assessment for juvenile facilities. **On June 7, 2022, the Board took action to combine Board Referral No. 2017.24 with 2022.16.**	**Combined with 2022.16**
14	2021.09	5/25/2021	Phillips/Askew	CAO		Bokanovich		Review of Board Committee Responsibilities	This referral seeks to clarify the purpose and responsibilities of each Board of Supervisors committees to improve staff workflow and Board decision making ability. A preliminary analysis was approved by the Board on June 15, 2021. Staff will be submitting a response to this referral for Board consideration in May 2022. The referral has been reassigned to the County Administrative Office for response. Staff provided a report to the Board in March 2023.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
16	2021.18	9/28/2021	Adams	WRA		Bauman		Board Workshop to Review Regional Water Issues and Potential Solutions	This referral seeks to initiate a comprehensive discussion on regional scale water issues and potential solutions in Monterey County. This referral is for the Board of Supervisors of the MCWRA to hold a special joint meeting with the MCWRA Board of Directors, the SVBGSA Board of Directors, and the Marina Coast Water District GSA Board for the water agencies' leadership to provide a comprehensive overview of regional projects under consideration by the MCWRA, SVBGSA and MCWD GSA. Elected officials, local agencies, water purveyors, industry representatives, landowners and other stakeholders that may have some oversight or authority, or potential interest in participating in regional solutions should be invited. A preliminary analysis was provided to the Board on November 2, 2021. A workshop was held for the Board on March 15, 2022 at 1:30pm. The 2nd Board Workshop will be held on September 20, 2022. The 3rd and final Board Workshop will be held on December 6, 2022. Staff were directed to continue to pursue a collaborative approach with the stakeholders to formulate regional water collaborative. Water Resources Agency Staff will be coordinating this effort with the Salinas Valley GSA, and return to the Board with recommendations.	Pending
18	2021.25	11/16/2021	Askew	~~PWFP~~ HCD		~~Ishi~~ Lundquist		East Garrison Street Renaming	This referral seeks to identify the process and funding for the renaming of certain streets in East Garrison and revise the naming approval process. A preliminary response was provided to the Board on January 11, 2022. Staff will report back to the Board on May 3, 2022. Staff presented to the Board at the May 3, 2022 Board Meeting, and received direction from the Board. HCD has been directed to engage with the public and determine interest in changing the street names within East Garrison. HCD attended the East Garrison CSD (EGCSD) meeting on May 11, 2022, to present the matter. Based on public comment, they will be presenting a follow-up item to EGCSD at one of their next meetings. Adopted FY22-23 Budget includes $40,000 for street renaming. HCD to prepare draft program for Board consideration.	Pending
19	2021.27	12/7/2021	Askew	HRD		Ramirez-Bough		Class and Comp Study Process	This referral directs the Human Resource Director to prepare a report detailing the current process to submit a Class and Comp study request and a current list of outstanding requests, and to work with the Human Resources Committee to develop an equitable transparent process for prioritization of ongoing class and comp studies to ensure that county workers are fairly compensated. A preliminary response was provided to the Board on January 11, 2022. Staff will report back to the Board on May 17, 2022. Discussions on this request are ongoing with the bargaining groups. A status update will be provided to the Board in December 2022.	Pending
20	2021.28	12/7/2021	Alejo/Lopez	WRA		Bauman		Water Storage Infrastructure and Maintenance State Budget Request	This referral requests that Monterey County Water Resources Agency partner with our state legislative delegation to make a $300 million budget request in the 2022 legislative session for the water storage infrastructure & maintenance projects at Lakes San Antonio and Nacimiento. When the referral was introduced it was amended to include an additional $12 million State Budget request for the San Lucas Clean Drinking Water Project. A preliminary response was provided to the Board on January 11, 2022. These projects have been designated as priority projects of the Board for the 2022 Legislative Program. The County has made a $312 million State Budget request for these projects. Discussions on this request are ongoing with the County's State Legislative delegation. On February 11, 2022, the Board held a Legislative Workshop and identified these State Budget requests as County priorities. Ongoing updates will be provided to the Legislative Committee.	Pending
21	2021.29	12/7/2021	Adams	PWFP		Ishii		Increased Fines for Big Sur Roadside Camping Prohibition	This referral seeks to increase the administrative citation and fine amounts for citations issued under Monterey County Code Section 14.18.020.A. This is a follow-up to Board Referral No. 2019.16 (Big Sur Roadside Camping Prohibition Enforcement). A preliminary response was provided to the Board on January 11, 2022. The Ordinance increasing the existing fine amount to $1,000 was adopted by the BOS at its July 26, 2022 meeting. New signage to indicate the increased fine amount has been installed on all existing camping prohibition signs. Staff continues coordination with the Big Sur Byways Organization and District 5 on installation of additional new signs.	Pending
22	2021.30	12/14/2021	Askew	Health		Jimenez		School Vaccination Coordination	This referral directs the Monterey County Health Department to partner with the K12 school system to increase the rate of vaccinations amongst pediatric residents aged 5 to 11 years old in disproportionately impacted communities. A preliminary response was provided to the Board on January 11, 2022. Staff will report back to the Board in April 2022. Staff will report back to the Board in June 2022. Staff will bring forth an updated response at the June 21st BOS meeting. Staff has been directed to return to BOS with an update in the Fall. Staff will bring forth an updated response at the October 11th BOS meeting.	Pending
23	2021.31	12/14/2021	Alejo	HCD/CoCo		Lundquist/Girard		Housing Authority of Monterey County Reorganization and New Governance Structure	This referral seeks to reorganize and consolidate the Housing Authority of Monterey County and its subsidiary, the Housing Development Corporation, under one Executive Director, and have the Monterey County Board of Supervisors serve at its new governing board to oversee its operations and implement needed reforms. A preliminary response was provided to the Board on January 11, 2022. Staff will provide a status update to the Board on ~~July 2022~~ September 13, 2022. The referral maker Supervisor Alejo has requested that this referral remain open until the Executive Director position at HACM is filled.	Pending
24	2022.01	1/11/2022	Alejo	PWFP		Ishii		Velocity International Event & Sponsorship at Weathertech Laguna Seca Raceway	This referral seeks consideration of a significant proposal by Velocity International to bring an August Monterey Motorsports Reunion Event to Weathertech Laguna Seca Raceway. This referral would direct staff to quickly enter into discussions and negotiations with Velocity International, and to expeditiously bring the proposal back for full Board of Supervisors' consideration. The Board of Supervisors has previously requested that such potential sponsorships be brought to Laguna Seca Raceway, and this proposal could also potentially offset the significant $10 million costs to repave the track and construct a new bridge as discussed during the board meeting last Tuesday, December 8, 2021. A preliminary response was provided to the Board on February 1, 2022. This item is currently on hold due to negotiations on a potential concession agreement at Laguna Seca.	On Hold
25	2022.02	1/11/2022	Askew	CAO		Chiulos/Bokanovich		Sheriff Oversight Board Formation	This referral seeks to explore formation of a Sheriff Oversight Board. Assembly Bill 1185 authorized counties to establish a sheriff oversight board to assist the board of supervisors to fulfill its duties related supervising the official conduct of all county officers, including the sheriff. An oversight board would consist of civilian residents appointed by the board of supervisors. Formation of the oversight board can be accomplished by action of the board of supervisors or through a vote of county residents. This referral requests the Board of Supervisor form such an oversight board and that staff return with a report that includes bylaws, formation resolution, and an outline of administrative capacity needed to support the oversight board. A preliminary response was provided to the Board on March 22, 2022; at which time, the Board took action to defer the item until after the new Sheriff is elected and the Board has had an opportunity to establish a relationship.	Postponed

Item #	Brd Rtf #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
26	2022.04	2/1/2022	Phillips/Lopez	~~PWFP~~ HCD		~~Ishi~~ Lundquist		Revisit Rossi Road Extension Plan	This referral seeks to revisit the Rossi Road extension plan and explore solutions to alleviate traffic congestion and improve traffic circulation in the Boronda area as a result of the population and business growth and the relocation of the SVSWA transfer station and Republic Services' yard. A preliminary response was provided to the Board on March 8, 2022. A Town Hall was conducted on July 27, 2022. A working group has been started, and next steps and roles are being established. CEQA and funding are also being researched and discussed.	Pending
27	2022.06	2/8/2022	Askew	Health		Jimenez/Hanni		VIDA Project Extension	This referral seeks to increase funding allocated to the VIDA Project to maintain operations through the end of the 2022. The referral directs staff to return with a report outlining costs of continuing the VIDA Project at current operating levels through December 31st. A preliminary response was provided to the Board on March 8, 2022 and updated response was provided on June 21, 2022. Staff will provide an update at the Health, Housing, and Human Services Committee on September 12, 2022 and Board of Supervisors on September 27, 2022. Staff will provide an update to the Board in June 2023.	Pending
28	2022.07	3/1/2022	Lopez	~~Sheriff~~ Ag Comm		~~Bernal~~ Gonzales		Monterey County Agricultural and Livestock Pass	This referral requests that staff determine feasibility of an agricultural and livestock pass for the County of Monterey. In the last few years, California has had some of the largest and most severe wildfires in history of the state. The purpose of creating a county-based "Ag Pass" program is to provide a uniform way to identify vetted commercial farm and ranch owner-operators and their employees to firefighting personnel, California Highway Patrol officers, Sheriff's deputies and other law enforcement officers, and other emergency personnel. Possession of an Ag Pass during a wildfire or a similar disaster potentially allows the agriculturalist limited emergency access to areas that may otherwise be restricted to the public, in order to 1) protect or care for agricultural assets (such as irrigating crops or feeding, watering, and transporting livestock) and/or 2) provide support information to emergency personnel (such as identifying access roads and available water sources). This item was reassigned to the Agricultural Commissioners Office on April 5, 2022. A preliminary analysis response will be provided to the Board on May 3, 2022. A preliminary response was provided to the Board on May 3, 2022. Staff will present to the Board on October 25, 2022. Staff will present a finalized Ag Pass Program to the Board in February or early March of 2023.	Pending
29	2022.11	3/1/2022	Alejo	Health		Jimenez/Eckert		Mental Health Services Act (MHSA) Reserve Funds Expenditure Plan & Oversight	This referral requests that the Monterey County Behavioral Health Department provide a comprehensive presentation on how Mental Health Services Act funding is being used in our county, what other potential eligible services could be provided under the act, and to devise an updated expenditure plan to utilize the record reserve funds of $55,380,337 towards providing critical needed services to eligible residents. The referral further requests that the Board of Supervisors receive an annual report on the expenditures and effectiveness of all its programs. A preliminary response was provided to the Board on March 22, 2022. The Board directed that the matter be referred to the Budget Committee for further consideration. An initial comprehensive report was provided to the Budget Committee on April 25, 2022. The Budget Committee directed that the report be expanded to include outcomes and effectiveness, and be referred to the Board of Supervisors for further consideration. Staff provided an updated response to the Board of Supervisors on June 21, 2022 and were directed to present further updates to the Budget Committee. Staff provided an update at the Budget Committee on July 27, 2022 and were directed to return to Budget Committee in January 2023 with an update on our future fund balance assumptions and innovation projects.	Pending
30	2022.14	4/19/2022	Lopez	PWFP		Ishii		Harkins Road	This referral requests that staff investigate the possibility of changing Harkins Road into a one-way street. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. PWFP engaged consultant support to evaluate a potential one-way concept for Harkins Road, and a community meeting was held in Spreckels on December 5, 2022 to get feedback. Staff provided a verbal update to the referring Supervisor in January and a report to the Board is planned for the February 28, 2023 Board meeting.	Pending
31	2022.15	4/19/2022	Alejo	CAO		Chiulos/Wilson		Collaboration Regarding Salinas Gabilan Creek Encampments & Environmental Concerns	This referral requests that staff collaborate with the City of Salinas, the Salinas Regional Sports Authority, and the California Department of Fish and Wildlife regarding homeless encampments along Gabilan Creek near the Salinas Regional Soccer Complex causing environmental and nuisance concerns. A preliminary assessment was provided to the Board on May 10, 2022. Staff will collaborate with City Staff and return to the Board to provide a status in 60 to 90 days. City Staff is in the process of developing a proposal for a 2nd Encampment Resolution Grant for Carr Lake and is hoping to engage various County Departments to assist with their efforts. Staff will provide an update to the Board in late March/early April 2023.	Pending
32	2022.16	5/10/2022	Alejo/Phillips	Probation/~~CAO~~ PWFP		Keating/~~Woods~~ Ishii		Completion of the Monterey County Juvenile Hall	This referral requests for the Monterey County Probation and other county staff to pursue state grant funding to complete the unfinished phase of the Juvenile Hall. This item was reassigned to PWFP on September 8, 2022. PWFP obtained a consultant to conduct a Youth Center Consolidation Study. That work is underway, and a final report with recommendations is expected to be presented to the Board by the end of April 2023.	Pending
33	2022.17	8/23/2022	Lopez	Elections		Martinez		Elections Fee Schedule – Recounts	This referral requests that staff bring forward recommendations to possibly include creating a fee schedule for candidates to request and plan for recounts when needed. A preliminary analysis will be presented to the Board ~~November 2022~~ December 6, 2022.	Pending
34	2022.18	8/23/2022	Alejo-Askew	Social Services		Medina		Monitoring of FCS Programs and Services	This referral requests HHHSC Committee roles and responsibilities be amended to explicitly include responsibility for monitoring the programs and services of Family and Children's Services. A preliminary analysis will be presented to the Board on September 20, 2022. A Board Report and FCS Report were provided to the 3HS Committee on December 5, 2022. Staff will provide an update to the Board on January 31, 2023. Staff will be providing an update to the Board of Supervisors on February 7, 2022. Also, a Board Report and FCS Report will be provided to the 3HS Committee meeting for their March 6, 2023 meeting, as the February 6 meeting was cancelled.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
35	2022.19	9/20/2022	Lopez	CAO		Vaughn		Joining Chamber of Commerce in Our Community	This referral requests that staff determine the possibility of the County of Monterey joining the Salinas Valley, Monterey Peninsula, and King City Chambers of Commerce. A preliminary response was presented to the Board in January 24, 2023. Staff will return to the Board with an update in April 18, 2023.	Pending
36	2022.20	9/27/2022	Lopez	CAO		Iwamoto		Review of Local Requirement for Commercial Cannabis Operators	This referral requests that staff consider a review of the department specific local requirements for commercial cannabis operators to achieve local authorization for the transition from a Department of Cannabis Control Provisional License to Annual Licensure. A preliminary response was presented to the Board on October 25, 2022. The Cannabis Program has met with all operators to review local requirements necessary to transition from the Department of Cannabis Control Provisional to an Annual License. The meetings have proved beneficial in 1) County departments and the local Fire Agency review remaining incomplete items 2) Cannabis Program provides a spreadsheet of remaining permits that must be completed prior to being issued the Cannabis Business Permit. There are 21 (27% of submitted applications) land use permits that need to be cleared by the end of 2023 to ensure that all cultivators with canopy exceeding large license thresholds remain operational. These land use permit applications are associated with 22 cannabis business permit applications (33% of pending applications), which will also need to be issued by the end of 2023. 52 land use permits have been approved since 2016, with 14 in a Cleared status and 38 in a Condition Compliance status. 22 cannabis business permits have been issued since 2016, where 7 have been withdrawn.	Pending
37	2022.21	9/27/2022	Alejo	COB/CAO		Ralph/Vega		Clerk of the Board of Supervisors Budget Augmentation for Resolutions	This referral requests staff to augment the budget for the Clerk of the Board of Supervisors to cover all expenses for framed Board Resolutions, and to enhance our certificates for Board Resolutions. A preliminary response was presented to the Board on January 10, 2023. **Referral deemed complete by referring Supervisor on February 8, 2023.**	**"Complete"**
38	2022.22	9/27/2022	Alejo	PWFP		Ishii/Lenable		East Salinas District 1 Office	This referral requests that staff search and open a District Office for District 1 in East Salinas 93905 to provide greater office access to constituents in this area of Salinas with the greatest need. A preliminary response was presented to the Board on October 25, 2022. A site has been identified and staff is coordinating with the landlord on ADA upgrades prior to executing the lease.	Pending
39	2022.23	11/22/2022	Phillips	PWFP/CAO		Ishii/Vega		Long-Range Funding Source for Pajaro Park	This referral requests a long-range funding source for Pajaro Park to ensure long-term park access to residents of the Pajaro Valley which will enhance the overall health and well-being of residents of this disadvantaged community who need it the most. On January 17, 2023, the Board approved moving forward with a one-time funding request of $35,000 for Pajaro/Sunny Mesa Community Services District to maintain Pajaro Park for FY23. Staff will provide information to the Budget Committee in February 2023 and Board in early March to finalize the funding request. Staff will return to the Board in April for additional referral response regarding a long-term funding source for the park.	Pending
40	2022.24	11/8/2022	Lopez	CRO		Rodriguez		LGBTQ Commission	This referral seeks to create a commission that monitors and makes recommendations around policies that impact LGBTQ communities, in order to provide leadership and support for the well-being and longevity of LGBTQ communities in Monterey County through coordinated, integrated approaches. Staff will be conducting community engagement sessions in February and will present to the Board in late March/early April 2023.	Pending
41	2022.26	11/22/2022	Alejo	Health		Jimenez		Opioid Settlement Funding Program for Monterey County	The subject referral seeks to devise a comprehensive program utilizing the opioid dollars designated for all Monterey County local governments for providing treatment and other services to local communities. A preliminary response was provided to the Board of Supervisors on January 17, 2023. Staff will return to the Board with an update on February 28, 2023.	Pending
42	2023.01	1/10/2023	Church	HRD		Ramirez-Bough		Increase Staffing Flexibility in Supervisorial Offices	The referral seeks to allow each supervisorial office greater opportunity to tailor its staffing to meet the needs of its district's constituents. A preliminary response was presented to the Board on February 7, 2023. Staff will return to the Board with an update on February 28, 2023.	Pending
43	2023.02	2/7/2023	Alejo	Treasurer-Tax Collector		Zeeb		Easy Smart Pay for Property Tax Monthly Installments Payments	This referral seeks to implement the Easy Smart Pay Program to provide Monterey County residents and businesses the option of making monthly installments on their property tax payments. A preliminary response will be presented to the Board on February 28, 2023. Staff will return to the Board with an update on February 28, 2023.	Pending
44	2023.03	2/7/2023	Alejo	HCD		Lundquist		Affordable Senior Housing Project at 855 East Laurel Drive	This referral purpose is to approve using a vacant county property at the eastern-corner portion of 855 East Laurel Drive to construct affordable housing units for Monterey County seniors. A preliminary response will be presented to the Board on February 28, 2023.	Pending

Item #	Brd Rtf #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
45	2023.04	2/14/2023	Alejo	Social Services		Medina		Storm Recovery Rent-Subsidy Program for Farmers	The purpose of this referral is to reestablish a temporary rent-subsidy program to assist agricultural workers who were impacted by the storm & flood damage to 20,000 acres of farmland in Monterey County.	**"New - Pending Approval on 2/14/23"**
									Completed by Executive Assistant on February 9, 2023	

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2023.04
Assignment Date: 02/14/23
(Completed by CAO's Office)

SUBMITTAL - Completed by referring Board office and returned to CAO no later than noon on Thursday prior to Board meeting:

Date: 2/7/2023	Submitted By: Luis A. Alejo	District #: 1
Referral Title: **STORM RECOVERY RENT-SUBSIDY PROGRAM FOR FARMWORKERS**		
Referral Purpose: To reestablish a temporary rent-subsidy program to assist agricultural workers who were impacted by the storm & flood damage to 20,000 acres of farmland in Monterey County		
Brief Referral Description: This referral aims to reestablish a temporary rent-subsidy program for agriculture workers impacted by the storm and flood damage to 20,000 acres of agricultural lands. Thousands of workers have been adversely impacted by the lack of work due to the storm damage and may continue to face delays in being recalled to work due to those farmlands sitting fallow for 30 to 60 additional days. During a February 4 Storm Damage Ag Legislative Tour, Catholic Charities informed county leaders that rent-subsidy requests were among the most sought assistance at the Local Assistance Center and had over 2,000 families who requested this type of assistance. The County of Monterey previously set up a rent-subsidy program due to the COVID pandemic. This referrals requests to do the same for those families impacted by the storm/flood damage and who do not qualify for other types of federal or state assistance or unemployment insurance.		

Classification - Implication	**Mode of Response**
☐Ministerial / Minor ☐Land Use Policy ☐Social Policy **X** Budget Policy X Other: **Storm Recovery**	☐ Memo **X** Board Report **X** Presentation **Requested Response Timeline** **X** 2 weeks ☐ 1 month ☐ 8 weeks ☐ Status reports until completed ☐ Other: _____ ☐ Specific Date: _____

ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s) Completed by CAO's Office:

Department(s): Social Services	Referral Lead: Lori Medina	Board Date: 2/14/23

REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:

Department(s):	Referral Lead:	Original Date:

ANALYSIS - Completed by Department and copied to Board Offices and CAO:

Department analysis of resources required/impact on existing department priorities to complete referral:	
Analysis Completed By: _____ Date: _____	**Department's Recommended Response Timeline** ☐ By requested date ☐ 2 weeks ☐ 1 month ☐ 6 weeks ☐ 6 months ☐ 1 year ☐ Other/Specific Date:_____

REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:

Referral Response Date:	Board Item No.:	Referrals List Deletion:

Note: Please cc Claudia Escalante and Karina Bokanovich on all CAO correspondence relating to referrals.

County of Monterey

Board Report

Legistar File Number: OBM 23-025

Item No.18

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

February 14, 2023

Introduced: 2/6/2023
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

County of Monterey

Board Report

Legistar File Number: A 23-036

Item No.19

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

February 14, 2023

Introduced: 1/25/2023

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad or his designee to execute amendment No. 6 to the agreement (A-13517) with Healthcare Coding and Consulting Services, LLC for medical records coding, to add $878,000 for a revised total agreement amount not to exceed $4,305,000, with no changes to the scope of work or to the agreement term of August 22, 2021 through August 21, 2024.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad or his designee to execute amendment No. 6 to the agreement (A-13517) with Healthcare Coding and Consulting Services, LLC for medical records coding, to add $878,000 for a revised total agreement amount not to exceed $4,305,000, with no changes to the scope of work or to the agreement term of August 22, 2021 through August 21, 2024.

SUMMARY/DISCUSSION:

Healthcare Coding and Consulting Services (HCCS) provides coding of accounts support, utilizing International Classification of Diseases Tenth Revision (ICD10-CM/PCS), Current Procedural Terminology (CPT), Evaluation /Management Levels (E/M), HCPCs Medical Supply conventions to Natividad designated medical encounters and Education and Training to Natividad as changes occur within the coding spectrum.

HCCS provides coding support for hospital inpatient and emergency services to both trauma and non-trauma services. This vendor was chosen due to the complexity and distinctiveness of both services (general and trauma) and the various coding requirement from state and federal coding requirements from state and federal coding guidelines for inpatient and outpatient services are comprise of multiple layers of treatment management, equipment, procedures and extensive documentation. HCCS provides coding support purposes for quality requirements mandated by state and federal regulations and ultimately for timely and accurate reimbursement from all payers.

HCCS has certified coders to review complicated encounters; conduct monthly audits of the coding staff assigned to Natividad account, which meets the compliance requirement. The results are distributed, reviewed, discussed, and recommendations to enhance beneficial outcomes for the organization are considered and often executed. HCCS also provides auditing and validation summary documentation of specific third-party payor accounts required service justification.

Natividad recognized with the increased volume of emergency/labor delivery emergency, trauma encounters and inpatient, the level of complexity with accurate coding of these services; our existing

coding staff are not capable of meeting the management's level of expectations and demand.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this amendment No. 6 as to legal form, and the Auditor-Controller has reviewed and approved as to payment provisions. The amendment No. 6 has also been reviewed and approved by Natividad's Finance Committee and by its Board of Trustees on January 13, 2023.

FINANCING:

The cost for this amendment No. 6 is $878,000 of which $800,000 is included in the FY 2022-23 Adopted Budget for this agreement. Amounts for remaining years of the agreement will be included in those budgets as appropriate.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The services rendered in this agreement provides Natividad with the additional support which is needed due to the credential requirements to ensure accurate appending coding for reimbursement, regulatory, patient care initiatives and data reporting.

__ Economic Development
__ Administration
_X_ Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Kim Williams-Neal, Director of HIM, 831-783-2440
Approved by: Charles R. Harris, Chief Executive Officer, 783-2551

Attachments:
Healthcare Coding and Consulting Services, LLC Amendment 6
Healthcare Coding and Consulting Services, LLC Amendment 5
Healthcare Coding and Consulting Services, LLC Amendment 4
Healthcare Coding and Consulting Services, LLC Renewal & Amendment 3
Healthcare Coding and Consulting Services, LLC Amendment 2
Healthcare Coding and Consulting Services, LLC Amendment 1
Healthcare Coding and Consulting Services, LLC Agreement

Attachments on file with the Clerk of the Board

County of Monterey

Board Report

Legistar File Number: A 23-036

Item No.

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

February 14, 2023

Introduced: 1/25/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad or his designee to execute amendment No. 6 to the agreement (A-13517) with Healthcare Coding and Consulting Services, LLC for medical records coding, to add $878,000 for a revised total agreement amount not to exceed $4,305,000, with no changes to the scope of work or to the agreement term of August 22, 2021 through August 21, 2024.

RECOMMENDATION:

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SUMMARY/DISCUSSION:

Healthcare Coding and Consulting Services (HCCS) provides coding of accounts support, utilizing International Classification of Diseases Tenth Revision (ICD10-CM/PCS), Current Procedural Terminology (CPT), Evaluation /Management Levels (E/M), HCPCs Medical Supply conventions to Natividad designated medical encounters and Education and Training to Natividad as changes occur within the coding spectrum.

HCCS provides coding support for hospital inpatient and emergency services to both trauma and non-trauma services. This vendor was chosen due to the complexity and distinctiveness of both services (general and trauma) and the various coding requirement from state and federal coding requirements from state and federal coding guidelines for inpatient and outpatient services are comprise of multiple layers of treatment management, equipment, procedures and extensive documentation. HCCS provides coding support purposes for quality requirements mandated by state and federal regulations and ultimately for timely and accurate reimbursement from all payers.

HCCS has certified coders to review complicated encounters; conduct monthly audits of the coding staff assigned to Natividad account, which meets the compliance requirement. The results are distributed, reviewed, discussed, and recommendations to enhance beneficial outcomes for the organization are considered and often executed. HCCS also provides auditing and validation summary documentation of specific third-party payor accounts required service justification.

Natividad recognized with the increased volume of emergency/labor delivery emergency, trauma encounters and inpatient, the level of complexity with accurate coding of these services; our existing coding staff are not capable of meeting the management's level of expectations and demand.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this amendment No. 6 as to legal form, and the Auditor-Controller has reviewed and approved as to payment provisions. The amendment No. 6 has also been reviewed and approved by Natividad's Finance Committee and by its Board of Trustees on January 13, 2023.

FINANCING:

The cost for this amendment No. 6 is $878,000 of which $800,000 is included in the FY 2022-23 Adopted Budget for this agreement. Amounts for remaining years of the agreement will be included in those budgets as appropriate.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The services rendered in this agreement provides Natividad with the additional support which is needed due to the credential requirements to ensure accurate appending coding for reimbursement, regulatory, patient care initiatives and data reporting.

__ Economic Development
__ Administration
_X_ Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Kim Williams-Neal, Director of HIM, 831-783-2440
Approved by: Charles R. Harris, Chief Executive Officer, 783-2551

Attachments:
Healthcare Coding and Consulting Services, LLC Amendment 6
Healthcare Coding and Consulting Services, LLC Amendment 5
Healthcare Coding and Consulting Services, LLC Amendment 4
Healthcare Coding and Consulting Services, LLC Renewal & Amendment 3
Healthcare Coding and Consulting Services, LLC Amendment 2
Healthcare Coding and Consulting Services, LLC Amendment 1
Healthcare Coding and Consulting Services, LLC Agreement

Attachments on file with the Clerk of the Board

Charles R Harris
Charles R. Harris, M.D., Chief Executive Officer

1/31/2023
Date

AMENDMENT NO. 6
TO SERVICES AGREEMENT
BETWEEN HEALTHCARE CODING AND CONSULTING SERVICES, LLC AND
NATIVIDAD MEDICAL CENTER
FOR
US-BASED REMOTE MEDICAL RECORD CODING AND CONSULTING SERVICES

This Amendment No. 6 to the Services Agreement ("Agreement") which was effective on August 22, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Healthcare Coding and Consulting Services, LLC. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following: **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for US-based remote medical record coding and consulting services with a term of August 22, 2016 through August 21, 2017 and a total Agreement amount not to exceed $90,000; and

WHEREAS, the Parties amended the Agreement on April 22, 2017 via Amendment No. 1 to extend the term for an additional two (2) year period for a revised agreement term of August 22, 2016 through August 21, 2019 with a $570,000 increase for a total Agreement amount of $660,000; and

WHEREAS, the Parties amended the Agreement on September 29, 2019 to extend the term for an additional two (2) year period for a revised agreement term of August 22, 2016 through August 21, 2021 to allow for services to continue with a $1,167,000 increase for a total Agreement amount of $1,827,000; and

WHEREAS, the Agreement expired on August 21, 2021; and

WHEREAS, the Parties renewed and amended the Agreement on September 21, 2021 to extend the term for an additional one (1) year period for a revised agreement term of August 22, 2016 through August 21, 2022 to allow for services to continue with a $450,000 increase for a total Agreement amount of $2,277,000; and

WHEREAS, the Parties amended the Agreement on December 15, 2021, with no change to the agreement term of August 21, 2016 through August 22, 2022 with additions to the original scope of work attached hereto as "Exhibit A-4 per Amendment No. 4" with a $300,000 increase for the added services for a total Agreement amount of $2,577,000; and

WHEREAS, the Parties amended the Agreement on April 29, 2022 to extend for an additional two (2) year period for a revised Agreement term of August 22, 2016 through August 21, 2024 to allow for services to continue with a $850,000 increase for a total Agreement of $3,427,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement with a $878,000 increase for a total Agreement amount of $4,305,000 with no change to the Agreement term of August 22, 2021 to August 21, 2024 or scope of work.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement, Amendment No. l, Amendment No. 2, Renewal & Amendment No. 3 and in Amendment No. 4, Amendment 5 incorporated herein by this reference, except as specifically set forth below.

l. Section 2/ Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:

The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $4,305,000. "

2. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement, Amendment No. 1, Amendment No. 2, Renewal & Amendment No. 3, Amendment No. 4 and in Amendment No. 5.

3. A copy of this Amendment No. 6 shall be attached to the Original Agreement.

4. This Amendment No. 6 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 6 on the basis set forth in this document and have executed this Amendment No. 6 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 1/18/2023

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: Auditor-Controller Analyst II, 1/23/2023

CONTRACTOR

Healthcare Coding and Consulting Services, LLC
CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

William D. Cronin, President
Name and Title

Date: 12/07/2022

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

CFO
Name and Title

Date: 12/7/2022

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-13517; Amendment No.: 5
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreement (A-13517) with Healthcare Coding and Consulting Services, LLC for US-based remote medical record coding and consulting services, to extend the agreement term for an additional two (2) year period (August 22, 2022 through August 21, 2024) for a revised full agreement term of August 22, 2016 through August 21, 2024, and to add $850,000 for a revised total agreement amount not to exceed $3,427,000.

PASSED AND ADOPTED on this 19th day of April 2022, by roll call vote:

AYES: Supervisors Alejo, Lopez, Askew and Adams
NOES: None
ABSENT: Supervisor Phillips
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 19, 2022.

Dated: April 21, 2021
File ID: A 22-102
Agenda Item No.: 46

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

Julian Lorenzana, Deputy

AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN HEALTHCARE CODING AND CONSULTING SERVICES, LLC AND NATIVIDAD MEDICAL CENTER
FOR
US-BASED REMOTE MEDICAL RECORD CODING AND CONSULTING SERVICES

This Amendment No. 5 to the Services Agreement ("Agreement") which was effective on August 22, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Healthcare Coding and Consulting Services, LLC. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following: **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for US-based remote medical record coding and consulting services with a term August 22, 2016 through August 21, 2017 and a total Agreement amount not to exceed $90,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 22, 2017 via Amendment No. 1 to extend the term for an additional two (2) year period through August 21, 2019 and to add an additional $570,000, thereby increasing the total Agreement amount to $660,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on September 29, 2019 to extend it for an additional two (2) year period through August 21, 2021 to allow for services to continue with a $1,167,000 increase for a total Agreement amount of $1,827,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period (August 22, 2021 through August 21, 2022) for a revised Agreement term of August 22, 2017 through August 21, 2022 to allow for services to continue with a $450,000 increase for a total Agreement amount of $2,277,000.

WHEREAS, the Agreement expired on August 21, 2021; and

WHEREAS, the Parties renewed and amended the Agreement on the same or similar terms, beginning August 22, 2021 on September 21, 2021 to extend it for an additional one (1) year period (August 22, 2021 through August 21, 2022) for a revised Agreement term of August 22, 2016 through August 21, 2022 to allow for services to continue with a $450,000 increase for a total Agreement amount of $2,277,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on December 15, 2021 with no change to the agreement term (August 21, 2016 through August 22, 2022) with additions to the original scope of work attached hereto as "Exhibit A-4 per Amendment No. 4" with a $300,000 increase for the added services for a total Agreement amount of $2,577,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend for an additional two (2) year period (August 22, 2022 through August 21, 2024) for a revised Agreement term of August 22, 2016 through August 21, 2024 to allow for services to continue with a $850,000 increase for a total Agreement of $3,407,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement, Amendment No.1, Amendment No. 2, Renewal & Amendment No. 3 and in Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
   ". The total amount payable by* COUNTY *to CONTRACTOR under this Agreement shall not exceed the sum of $3,407,000."

2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
   "The term of this Agreement is from August 22, 2016 through August 21, 2024 unless sooner terminated pursuant to the terms of this Agreement."

3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement, Amendment No. 1, Amendment No. 2, Renewal & Amendment No. 3 and in Amendment No. 4.

4. A copy of this Amendment No. 5 shall be attached to the Original Agreement.

5. This Amendment No. 5 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 5 on the basis set forth in this document and have executed this Amendment No. 5 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
for Charles R. Harris, Interim CEO

Date: 4-29-22

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 3/7/2022

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 3/8/2022

CONTRACTOR

Healthcare Coding and Consulting Services, LLC
CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

President, William Cronin
Name and Title

Date: 03/04/2022

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

CFO, Jennifer Burnham
Name and Title

Date: 03/04/2022

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

Agreement No.: A-13517; Amendment No. 4
a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 4 to the agreement (A-13517) with Healthcare Coding and Consulting Services, LLC for US-based remote medical record coding and consulting services, with no changes to the Agreement term (August 22, 2016 through August 21, 2022), and adding $300,000 for a revised total agreement amount not to exceed $2,577,000.

PASSED AND ADOPTED on this 7th day of December 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 7, 2021.

Dated: December 13, 2021
File ID: A 21-556
Agenda Item No.: 38

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

Julian Lorenzana, Deputy

AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN HEALTHCARE CODING AND CONSULTING SERVICES, LLC AND
NATIVIDAD MEDICAL CENTER
FOR
US-BASED REMOTE MEDICAL RECORD CODING AND CONSULTING SERVICES

This Amendment No. 4 to the Services Agreement ("Agreement") which was effective on August 22, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Healthcare Coding and Consulting Services, LLC. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following: **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for US-based remote medical record coding and consulting services with a term August 22, 2016 through August 21, 2017 and a total Agreement amount not to exceed $90,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 22, 2017 via Amendment No. 1 to extend the term for an additional two (2) year period through August 21, 2019 and to add an additional $570,000, thereby increasing the total Agreement amount to $660,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on September 29, 2019 to extend it for an additional two (2) year period through August 21, 2021 to allow for services to continue with a $1,167,000 increase for a total Agreement amount of $1,827,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period (August 22, 2021 through August 21, 2022) for a revised Agreement term of August 22, 2017 through August 21, 2022 to allow for services to continue with a $450,000 increase for a total Agreement amount of $2,277,000.

WHEREAS, the Agreement expired on August 21, 2021; and

WHEREAS, the Parties renewed and amended the Agreement on the same or similar terms, beginning August 22, 2021 on September 21, 2021 to extend it for an additional one (1) year period (August 22, 2021 through August 21, 2022) for a revised Agreement term of August 22, 2017 through August 21, 2022 to allow for services to continue with a $450,000 increase for a total Agreement amount of $2,277,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement with no change to the agreement term (August 21, 2016 through August 22, 2022) with additions to the original scope of work attached hereto as "Exhibit A-4 per Amendment No. 4" with a $300,000 increase for the added services for a total Agreement amount of $2,577,00.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement, Amendment No.1, Amendment No. 2 and in Renewal & Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-4 as per Amendment No. 4 attached hereto this Amendment No. 4. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $2,577,000."

2. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement, Amendment No. 1, Amendment No. 2 and in Renewal & Amendment No. 3.

3. A copy of this Amendment No. 4 shall be attached to the Original Agreement.

4. This Amendment No. 4 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: Charles R. Harris
Charles R. Harris, Interim CEO

Date: 12/15/21

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 10/19/2021

APPROVED AS TO FISCAL PROVISIONS

By: Gary Giboney
Monterey County Deputy Auditor/Controller

Date: 10/19/2021

CONTRACTOR

Healthcare Coding and Consulting Services, LLC
CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

William D. Cronin, President
Name and Title

Date: 10/14/2021

By: Jennifer Burnham
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jennifer Burnham, CFO
Name and Title

Date: 10/14/2021

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

Exhibit A-4 as per Amendment 4: Revised Additional Provisions and Scope of Services and Payment Provisions

Additional provisions and description of services and obligations between Healthcare Coding and Consulting Services LLC, (HCCS) and Natividad Medical Center (NMC).

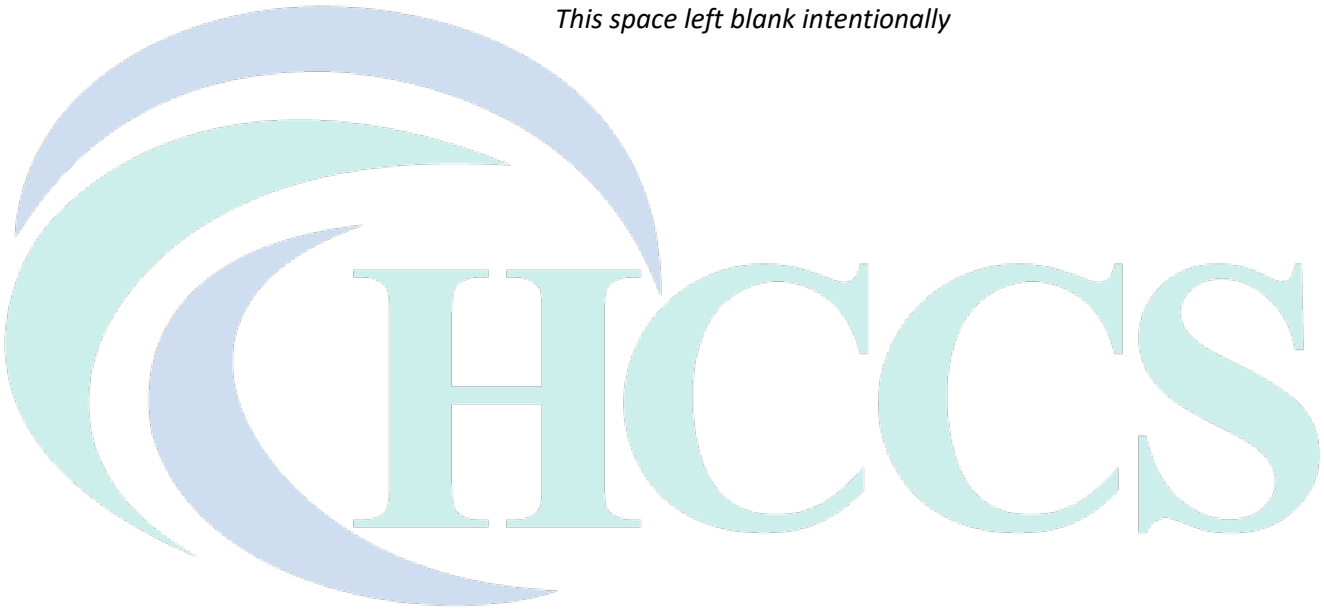
1. In all instances, HCCS will be considered an Independent Contractor and will not be considered an employee or agent of Natividad Medical Center.
2. HCCS shall work with NMC to draft a "Coding Profile" that sets forth the coding procedure HCCS is to follow when coding for NMC. Coding Profile includes, but is not limited to, items such as E/M leveling, coding with or without a discharge summary, abstracting, physician querying, charge entry, and user permission requests. NMC may also use the HCCS standard hospital coding profile, which includes all usual and customary coding and abstracting elements. NMC may request modifications to the Coding Profile at any time.
3. HCCS shall assign sufficient coders to NMC account and NMC shall provide HCCS with sufficient accesses to information necessary to accurately code NMC's health records and meet turnaround time obligations. The information necessary to code said health records is determined by legal and statutory requirements, accepted industry standards, and supplemented by the Coding Profile. Upon receiving said health records, HCCS shall code said health records as set forth in the Coding Profile created by HCCS and approved by NMC. All coding shall be in compliance with all legal and statutory requirements. Medical records will be coded and returned to NMC for billing within an average of twenty-four (24) hours of their receipt by HCCS (excludes weekends and federal holidays).
4. To access and code health records, HCCS will use NMC's EHR (Meditech) and encoder (3M). HCCS coders will work within NMC's IS via VPN or Citrix environment to enter codes, abstract data, and generate charge codes as delineated in agreed upon NMC Profile.
5. HCCS warrants that the services will be performed in a good and workmanlike manner and will not be in violation of any federal or state laws, rules or regulations. The services shall conform to all CMS Medical Reporting requirements and will meet or exceed established guidelines.
6. All HCCS coders coding at NMC will be US-based and will possess current RHIA, RHIT, CCS and/or CPC coding credentials.
7. HCCS's staff of coding auditors will conduct ongoing internal audits on HCCS coders, auditing a random sample of between 3% and 6% of all accounts coded with the monthly sample size for each coder capped at 25 accounts per facility and chart type. Provided that NMC has granted the necessary access to HCCS auditors, HCCS will send monthly audit reports to NMC within 45 days of each month's end, beginning with the first full month of coding at NMC. Customized reports are available on demand. Audit reports include the accuracy of each aspect of coding (e.g., ICD-10, CPT, E/M, POA, Modifiers, DRG, APC) broken down by facility, chart type, and coder. This report will include details on coding errors and any action taken correct errors and prevent future errors. Auditors will immediately notify NMC of any coding errors that necessitate a rebill.

8. HCCS's standard for coding accuracy is 98%. If a coder scores below 95% accuracy in any month, corrective action is taken and documented in the monthly audit reports. Any time a coder falls below these levels, HCCS will increase sample size to at least 6% of the coder's total volume for the month. This larger sample size is typically focused on areas identified as weaknesses in the original audit sample. If a coder's accuracy is still below acceptable levels in the larger sample size, the coder is placed on concurrent audit status, meaning up to 100% of the coder's charts are reviewed by an auditor before the chart is finalized.
9. All HCCS Coders newly assigned to NMC will be concurrently audited by the designated account Auditor. This rate will begin at 100% and gradually reduce at the discretion of HCCS Auditor. No coder will be released from concurrent status until the HCCS Auditor is confident the coder will maintain HCCS and NMC accuracy standards. This concurrent auditing/training period is typically two weeks for coders new to HCCS and one week for established HCCS coders that are new to the NMC account.
    a. For a period of one week following the start of new HCCS coders at NMC, average turnaround time for records assigned to new coders may exceed 24 hours, but will not exceed 48 hours; this is to accommodate the concurrent auditing process.
10. Should a payer subsequently deny any health records coded by HCCS, HCCS agrees to assist NMC in the reconsideration process. If the denial is due to a coding error, this assistance shall consist of the drafting defense for use in all necessary letters to the payer, supported by necessary documentation from the chart (provided by NMC), and consulting with NMC staff as to the best defensible position. HCCS will refund the amount paid to HCCS by NMC for coding of claims denied by payer due to coding errors.
11. Compensation: In consideration for the Services and in accordance with the schedule of payment set forth in the Pricing section of this agreement, NMC agrees to pay HCCS all undisputed amounts within thirty (30) days following satisfactory completion of the Services and NMC's receipt of an itemized invoice detailing the Services performed, date(s) of performance, and time required (if payment is on an hourly fee basis).
12. NMC has the right to audit or verify any or all of HCCS's work by any means it may deem appropriate.
13. NMC may terminate this contract at any time, without cause and with no notice. HCCS may terminate this Agreement at any time and without cause by providing 60 days' written notice.
    a. If NMC is satisfied with HCCS services, but wishes to significantly decrease the volume of coding requested HCCS requests that NMC gives at HCCS as much notice as possible. This gives HCCS time to find alternative work for employees assigned to NMC, preventing both layoffs and the significant cost of retaining employees that have no work.
14. Non-solicitation: NMC shall not solicit or hire any employee of HCCS who has performed services for NMC under this Agreement during or within twelve (12) months following termination of this Agreement without the prior written consent of HCCS. If HCCS permits NMC to hire such employee during such prohibited time period, then NMC shall pay to HCCS a placement fee equal to 25% of such individual's starting annual salary with NMC (including any bonuses).
15. This Agreement shall define the obligations of the parties regarding the services described herein. To the extent this Agreement is inconsistent with any prior agreements between the parties, this Agreement shall control and take precedence. No oral agreements between the parties exist.

16. Payments, notices and all other written communications from NMC to HCCS shall be given either in person, by United States postage prepaid, or by email or other electronic format, addressed as follows:

    William D. Cronin, CEO
    HCCS
    8000 Summerlin Lakes Drive, Suite 200
    Fort Myers, FL 33907
    email: bc@hccscoding.com
    Phone: 239-443-3901

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Pricing

HCCS invoices monthly or bi-monthly (client choice) with terms of net 30. Our standard invoices are line itemed by coding type and quantity. Invoices are fully customizable to suit Natividad Medical Center's preferences.

Coding Specialty	Chart Type	Price Per Chart
ED	ED Facility or Pro (no E/M)	$5.40
	ED Facility or Pro (with E/M)	$6.00
	ED Facility & Pro (with one E/M)	$8.50
	ED Facility & Pro (with both E/Ms)	$9.75
	Urgent Care (with E/M)	$5.80
IP	IP	$26.00
	IP-HD (LOS >10 or charges > $100k)	$50.00
	IP Rehabilitation	$35.00
OBS	OBS - Observation	$18.50
OP	Clinic (Diagnosis and Procedure)	$3.50
	Clinic (Diagnosis Only)	$2.50
	LAB	$2.10
	ONC - Oncology	$2.40
	RAD - Radiology	$2.70
	RCR - Reoccurring Accounts	$3.10
SDS	IVR - Interventional Radiology	$18.50
	SDS - Same Day Surgery	$13.50
Pro Fee*	Pro IP	$18.25
	Pro OBS	$13.50
	Pro SDS	$12.50
	Pro Clinic**	$6.50

*All Physician chart prices include apprpriate E/M coding.
**Pro Clinics can be broken down by specialty.
Pricing is guaranteed for 12 months from the signature date below

HCCS will perform APR-DRG audits of IP Medi-Cal and Medi-Cal HMO charts. HCCS will ensure that the correct APR-DRG is assigned to each account – currently these charts have MS-DRG codes assigned. The price for this work is $55 per chart.

Ninety days following the transition of NMC's ED coding to HCCS, NMC and HCCS will meet to analyze the productivity being achieved by HCCS coders for this ED coding.

- For every percentage point beyond 10% above expected coding productivity (100 per day), HCCS will reduce the the following quarter's invoice by 1%. In other words, if HCCS realizes a productivity level that is 15% higher than what we expected, and therefore based the per chart price on, HCCS will reduce the next quarter's invoice for ED coding by 5%. This will be repeated every 3 months until HCCS and NMC mutually agree that it is no longer necessary.

In witness, the parties hereto have executed this agreement on the day and the year set forth below:

Healthcare Coding & Consulting Services 8000 Summerlin Lakes Drive, Suite 200 Fort Myers, FL 33907	Natividad Medical Center 1441 Constitution Boulevard Salinas, CA 93906
Signed:	Signed: Charles R. Harris
Name: William D. Cronin	Name: Charles R. Harris, MD
Title: CEO	Title: Interim Chief Executive Officer
Date: 10/14/2021	Date: 12/15/21

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-13517; Amendment No.: 3
a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 3 to the agreement (A-13517) with Healthcare Coding and Consulting Services, LLC for US-based remote medical record coding and consulting services, extending the agreement an additional one (1) year period (August 22, 2021 through August 21, 2022) for a revised full agreement term of August 22, 2016 through August 21, 2022, and adding $450,000 for a revised total agreement amount not to exceed $2,277,000.

PASSED AND ADOPTED on this 14th day of September 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 14, 2021.

Dated: September 17, 2021
File ID: A 21-464
Agenda Item No.: 19

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

Julian Lorenzana, Deputy

RENEWAL AND AMENDMENT NO. 3
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
HEALTHCARE CODING AND CONSULTING SERVICES, LLC
FOR
US-BASED REMOTE MEDICAL RECORD CODING AND CONSULTING SERVICES

This Renewal and Amendment No. 3 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Healthcare Coding and Consulting Services, LLC (hereinafter "CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Healthcare Coding and Consulting Services, LLC had previously entered into an Agreement for Services (hereinafter "Agreement") on August 22, 2016 to provide US-Based Remote Medical Record Coding and Consulting services to NMC with a one year term and a total Agreement amount not to exceed $90,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 22, 2017 via Amendment No. 1 to extend the term for an additional two (2) year period through August 21, 2019 and to add an additional $570,000, thereby increasing the total Agreement amount to $660,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on September 29, 2019 to extend it for an additional two (2) year period through August 21, 2021 to allow for services to continue with a $1,167,000 increase for a total Agreement amount of $1,827,000; and

WHEREAS, the Agreement expired on August 21, 2021; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning August 22, 2021 and to extend it for an additional one (1) year period (August 22, 2021 through August 21, 2022) for a revised Agreement term of August 22, 2017 through August 21, 2022 to allow for services to continue with a $450,000 increase for a total Agreement amount of $2,277,000.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. "TERM OF AGREEMENT" Section shall be amended to the following:
   "The term of this Agreement is from August 22, 2016 through August 22, 2022 unless sooner terminated pursuant to the terms of this Agreement".

2. "PAYMENTS BY NMC" Section shall be amended to the following:

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, subject to limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of $2,277,000."

3. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 3, the provisions of this Renewal and Amendment No. 3 shall govern.

4. This Renewal and Amendment is effective retroactively when both parties have signed.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 3 as follows:

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: Dr. Charles R. Harris
Charles R. Harris, Interim CEO

Date: 9/23/21

APPROVED AS TO LEGAL PROVISIONS

By: Stacy L. Saetta
Monterey County Deputy County Counsel

Date: 8/2/2021

APPROVED AS TO FISCAL PROVISIONS

By: gary k gibonsey
Monterey County Chief Deputy Auditor-Controller

Date: 8-2-2021

CONTRACTOR

HEALTHCARE CODING AND CONSULTING SERVICES, LLC

CONTRACTOR's Business Name
Signature instructions below

By: _____
(Signature of Chair, President, or Vice-President)

William D. Cronin, President
Name and Title

Date: July 7th, 2021

By: Jennifer Burnham
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jennifer Burnham, CFO
Name and Title

Date: 07-21-2021

***SIGNATURE 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. (2 signatures required)

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. (2 signatures required)

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement. (1 signature required)

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13517

Upon motion of Supervisor Adams, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-13517) with Healthcare Coding and Consulting Services, LLC for US-based remote medical record coding and consulting services, extending the agreement an additional two (2) year period (August 22, 2019 through August 21, 2021) for a revised full agreement term of August 22, 2016 through August 21, 2021, and adding $1,167,000 for a revised total agreement amount not to exceed $1,827,000.

PASSED AND ADOPTED on this 18th day of September 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, and Adams
NOES: None
ABSENT: Supervisor Parker

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting September 18, 2018.

Dated: September 18, 2018
File ID: A 18-384

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

Joel Pablo, Deputy

AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN HEALTHCARE CODING AND CONSULTING SERVICES, LLC AND
NATIVIDAD MEDICAL CENTER
FOR
US-BASED REMOTE MEDICAL RECORD CODING AND CONSULTING SERVICES

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on August 22, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Healthcare Coding and Consulting Services, LLC. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for US-based remote medical record coding and consulting services with a term August 22, 2016 through August 21, 2017 and a total Agreement amount not to exceed $90,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on April 22, 2017 via Amendment No. 1 to extend the term for an additional two (2) year period through August 21, 2019 and to add an additional $570,000, thereby increasing the total Agreement amount to $660,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period through August 21, 2021 to allow for services to continue with a $1,167,000 increase for a total Agreement amount of $1,827,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
   "NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, subject to limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of $1,827,000."

2. The first sentence of Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
   "The term of this Agreement is from August 22, 2016 through August 21, 2021 unless sooner terminated pursuant to the terms of this Agreement."

3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.

4. A copy of this Amendment No. 2 shall be attached to the Original Agreement.

5. This Amendment No. 2 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 8/20/18

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 8/20/18

CONTRACTOR

Healthcare Coding and Consulting Services, LLC
CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

William Carroll, President/CEO
Name and Title

Date: 08-02-18

By: Jennifer Burnham
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jennifer Burnham CFO
Name and Title

Date: 8-2-18

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

File ID A 17-078 No. 12

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13517

Upon motion of Supervisor Salinas, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 1 to the agreement with Healthcare Coding and Consulting Services, LLC for US-based remote medical record coding and consulting services, extending the agreement an additional two (2) year period (August 22, 2017 through August 21, 2019) for a revised full agreement term of August 22, 2016 through August 21, 2019, and adding $570,000 for a revised total agreement amount not to exceed $660,000.

PASSED AND ADOPTED on this 18th day of April 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams
NOES: None
ABSENT: None

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 80 for the meeting April 18, 2017.

Dated: April 27, 2017
File ID: A 17-078

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

By _____ Deputy

AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN Healthcare Coding and Consulting Services, LLC. AND
NATIVIDAD MEDICAL CENTER
FOR
US-based remote medical record coding and consulting services

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on August 22, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Healthcare Coding and Consulting Services, LLC. (Hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for US- based remote medical record coding and consulting Services with a term August 22, 2016 through August 21, 2017 and a total Agreement amount not to exceed $90,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend the term for an additional two (2) year period through August 21, 2019 and to increase the total Agreement amount by an additional $570,000 for a revised amount not to exceed $660,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No 1, incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
   "NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, subject to limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of $660,000."

2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
   "The term of this Agreement is from August 22, 2016 through August 21, 2019, unless sooner terminated pursuant to the terms of this Agreement."

3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement and Amendment No. 1.

4. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: 4/22/17

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 3-9-17

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 3/10/17

CONTRACTOR

Healthcare Coding and Consulting Services, LLC.
CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

William D. Cronin, CEO
Name and Title

Date: February 9th, 2017

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

James S. Wantman, CFO
Name and Title

Date: February 9th, 2017

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

Natividad MEDICAL CENTER

County of Monterey Agreement for Services
(Not to Exceed $100,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Healthcare Coding and Consulting Services, LLC hereinafter "CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties.").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: Provide US-based remote medical record coding and consulting services for Natividad Medical Center.

PAYMENTS BY NMC; NMC 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 NMC to CONTRACTOR under this Agreement shall not exceed the sum of $90,000.00.

TERM OF AGREEMENT; the term of this Agreement is from August 22, 2016 through August 21, 2017 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

NMC reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS; the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions
Exhibit B: Insurance Modification Justification
Exhibit C: Business Associate Agreement

1. PERFORMANCE STANDARDS:

1.1. 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 NMC, or immediate family of an employee of NMC.

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

1.3. 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 NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. NMC (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

2.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.

2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. 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 Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC 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.

2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION:

3.1. During the term of this Agreement, NMC 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.

3.2. NMC 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 NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

4. INDEMNIFICATION:

4.1. CONTRACTOR shall indemnify, defend, and hold harmless NMC (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.

5. INSURANCE:

5.1. 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 NMC'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 NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

5.2. 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 NMC's Contracts/Purchasing Director.

5.3. 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:

5.4. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

5.5. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☑ Exemption/Modification (Justification attached; subject to approval)

5.6. Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

5.7. Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

6. Other Insurance Requirements:

6.1. All insurance required by this Agreement shall be with a company acceptable to NMC 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.

6.2. Each liability policy shall provide that NMC 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 insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

6.3. **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.**

6.4. Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, 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.

6.5. 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 NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC 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 NMC, at its sole discretion, to terminate the Agreement immediately.

7. RECORDS AND CONFIDENTIALITY:

7.1. Confidentiality: CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC 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.

7.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.

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

7.4. Access to and Audit of Records: NMC 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 or $10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, 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.

8. Royalties and Inventions: NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other 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 NMC.

9. 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, full 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.

10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.

11. 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 NMC. No offer or obligation of permanent employment with NMC 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 NMC 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 NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center
Attn: Contracts Division
Natividad Medical Center
1441Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Name: Healthcare Coding and Consulting Services, LLC
Attn: William D. Cronin, CEO
Address: 8000 Summerlin Lakes Drive, Suite 200
City, State, Zip: Fort Myers, FL 33907
FAX: 239 443-3901
Email: bc@hccscoding.com

MISCELLANEOUS PROVISIONS:

13.1 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.

13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.

13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC 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.

13.4 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.

13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

13.6 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 NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC 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.

13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

13.13 Construction of Agreement. NMC 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.

13.14 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.

13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC 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 NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.

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

Signature Page to follow

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 8-10-16

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Healthcare Coding & Consulting Services, LLC
Contractor's Business Name*** (see instructions)

_____
Signature of Chair, President, or Vice-President

William D. Cronin, President and CEO
Name and Title

Date: August 1st 2016

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Jennifer E. Burnham, MSA, Treasurer
Name and Title

Date: August 1st, 2016

***__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 (two signatures required).
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 (two signatures required).
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 (one signature required).

Exhibit A – Additional Provisions and Scope of Services and Payment Provisions

Additional provisions and description of services and obligations between Healthcare Coding and Consulting Services LLC, (HCCS) and Natividad Medical Center (NMC).

1. In all instances, HCCS will be considered an Independent Contractor and will not be considered an employee or agent of Natividad Medical Center.
2. HCCS shall work with NMC to draft a "Coding Profile" that sets forth the coding procedure HCCS is to follow when coding for NMC. Coding Profile includes, but is not limited to, items such as E/M leveling, coding with or without a discharge summary, abstracting, physician querying, charge entry, and user permission requests. NMC may also use the HCCS standard hospital coding profile, which includes all usual and customary coding and abstracting elements. NMC may request modifications to the Coding Profile at any time.
3. HCCS shall assign sufficient coders to NMC account and NMC shall provide HCCS with sufficient accesses to information necessary to accurately code NMC's health records and meet turnaround time obligations. The information necessary to code said health records is determined by legal and statutory requirements, accepted industry standards, and supplemented by the Coding Profile. Upon receiving said health records, HCCS shall code said health records as set forth in the Coding Profile created by HCCS and approved by NMC. All coding shall be in compliance with all legal and statutory requirements. Medical records will be coded and returned to NMC for billing within an average of twenty-four (24) hours of their receipt by HCCS (excludes weekends and federal holidays).
4. To access and code health records, HCCS will use NMC's EHR (Meditech) and encoder (3M). HCCS coders will work within NMC's IS via VPN or Citrix environment to enter codes, abstract data, and generate charge codes as delineated in agreed upon NMC Profile.
5. HCCS warrants that the services will be performed in a good and workmanlike manner and will not be in violation of any federal or state laws, rules or regulations. The services shall conform to all CMS Medical Reporting requirements and will meet or exceed established guidelines.
6. All HCCS coders coding at NMC will be US-based and will possess current RHIA, RHIT, CCS and/or CPC coding credentials.
7. HCCS's staff of coding auditors will conduct ongoing internal audits on HCCS coders, auditing a random sample of between 3% and 6% of all accounts coded with the monthly sample size for each coder capped at 25 accounts per facility and chart type. Provided that NMC has granted the necessary access to HCCS auditors, HCCS will send monthly audit reports to NMC within 45 days of each month's end, beginning with the first full month of coding at NMC. Customized reports are available on demand. Audit reports include the accuracy of each aspect of coding (e.g., ICD-10, CPT, E/M, POA, Modifiers, DRG, APC) broken down by facility,

chart type, and coder. This report will include details on coding errors and any action taken correct errors and prevent future errors. Auditors will immediately notify NMC of any coding errors that necessitate a rebill.

8. HCCS's standard for coding accuracy is 98%. If a coder scores below 95% accuracy in any month, corrective action is taken and documented in the monthly audit reports. Any time a coder falls below these levels, HCCS will increase sample size to at least 6% of the coder's total volume for the month. This larger sample size is typically focused on areas identified as weaknesses in the original audit sample. If a coder's accuracy is still below acceptable levels in the larger sample size, the coder is placed on concurrent audit status, meaning up to 100% of the coder's charts are reviewed by an auditor before the chart is finalized.

9. All HCCS Coders newly assigned to NMC will be concurrently audited by the designated account Auditor. This rate will begin at 100% and gradually reduce at the discretion of HCCS Auditor. No coder will be released from concurrent status until the HCCS Auditor is confident the coder will maintain HCCS and NMC accuracy standards. This concurrent auditing/training period is typically two weeks for coders new to HCCS and one week for established HCCS coders that are new to the NMC account.

    a. For a period of one week following the start of new HCCS coders at NMC, average turnaround time for records assigned to new coders may exceed 24 hours, but will not exceed 48 hours; this is to accommodate the concurrent auditing process.

10. Should a payer subsequently deny any health records coded by HCCS, HCCS agrees to assist NMC in the reconsideration process. If the denial is due to a coding error, this assistance shall consist of the drafting defense for use in all necessary letters to the payer, supported by necessary documentation from the chart (provided by NMC), and consulting with NMC staff as to the best defensible position. HCCS will refund the amount paid to HCCS by NMC for coding of claims denied by payer due to coding errors.

11. Compensation: In consideration for the Services and in accordance with the schedule of payment set forth in the Pricing section of this exhibit, NMC shall certify the invoice(s) and forward to the Auditor-Controller. TNMC shall pay HCCS all undisputed amounts within thirty (30) days following receipt of an itemized invoice detailing the Services performed, date(s) of performance, and time required (if payment is on an hourly fee basis).

12. NMC have the right to audit or verify any or all of HCCS's work by any means it may deem appropriate.

13. NMC may terminate this contract at any time, without cause and with no notice. HCCS may terminate this Agreement at any time and without cause by providing 60 days' written notice.

    a. If NMC is satisfied with HCCS services, but wishes to significantly decrease the volume of coding requested, HCCS requests that NMC gives HCCS as much notice as possible. This gives HCCS time to find alternative work for employees assigned to NMC, preventing both layoffs and the significant cost of retaining employees that have no work.

14. Non-solicitation: NMC shall not solicit or hire any employee of HCCS who has performed services for NMC under this Agreement during or within twelve (12) months following termination of this Agreement without the prior written consent of HCCS. If HCCS permits NMC to hire such employee during such prohibited time period, then NMC shall pay to HCCS a placement fee equal to 25% of such individual's starting annual salary with NMC.

15. This Agreement shall define the obligations of the parties regarding the services described herein. To the extent this Agreement is inconsistent with any prior agreements between the parties, this Agreement shall control and take precedence. No oral agreements between the parties exist.

16. Payments, notices and all other written communications between NMC and HCCS shall be given either in person, by United States postage prepaid, or by email or other electronic format, addressed as follows:

William D. Cronin, CEO
HCCS
8000 Summerlin Lakes Drive, Suite 200
Fort Myers, FL 33907
email: bc@hccscoding.com
Phone: 239-443-3901

Natividad Medical Center
Daniel Leon, CFO
1441 Constitution Blvd.
Salinas CA 93906
LeonD@natividad.com
Phone: 831 783-2561

Pricing

HCCS will invoice monthly. HCCS standard invoices are line itemed by coding type and quantity. Invoices are fully customizable to suit Natividad Medical Center's preferences.

Coding Specialty	Chart Type	Price Per Chart
ED	ED Facility or Pro (no E/M)	$5.40
	ED Facility or Pro (with E/M)	$6.00
	ED Facility & Pro (with one E/M)	$8.50
	ED Facility & Pro (with both E/Ms)	$9.75
	Urgent Care (with E/M)	$5.80
IP	IP	$26.00
	IP-HD (LOS >10 or charges > $100k)	$50.00
	IP Rehabilitation	$35.00
OBS	OBS - Observation	$18.50
OP	Clinic (Diagnosis and Procedure)	$3.50
	Clinic (Diagnosis Only)	$2.50
	LAB	$2.10
	ONC - Oncology	$2.40
	RAD - Radiology	$2.70
	RCR - Reoccurring Accounts	$3.10
SDS	IVR - Interventional Radiology	$18.50
	SDS - Same Day Surgery	$13.50
Pro Fee*	Pro IP	$18.25
	Pro OBS	$13.50
	Pro SDS	$12.50
	Pro Clinic**	$6.50

*All Physician chart prices include appropriate E/M coding.
**Pro Clinics can be broken down by specialty.
Pricing is guaranteed for the original term of this Agreement.

Ninety days following the transition of NMC's ED coding to HCCS, NMC and HCCS will meet to analyze the productivity being achieved by HCCS coders for this ED coding.

- For every percentage point beyond 10% above expected coding productivity (100 per day), HCCS will reduce the following quarter's invoice by 1%. In other words, if HCCS realizes a productivity level that is 15% higher than what we expected, and therefore based the per chart price on, HCCS will reduce the next quarter's invoice for ED coding by 5%. This will be repeated every 3 months until HCCS and NMC mutually agree that it is no longer necessary.

EXHIBIT B
NATIVIDAD MEDICAL CENTER
INSURANCE MODIFICATION JUSTIFICATION

Contractor: Healthcare Coding and Consulting Services, LLC
Services: Provide US-based remote medical record coding and consulting services

Business Automobile Liability Insurance Requirements

NMC and CONTRACTOR mutually agree CONTRACTOR is not required to comply with the auto insurance requirements as stated herein considering all services are performed off site; there is no risk or exposure regarding vehicles.

However, should the scope of services change at any time during the term of this Agreement, this modification will be re-evaluated by both NMC and CONTRACTOR and depending on the changes in scope, CONTRACTOR may be required to comply with the auto insurance requirements.

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective July 7th, 20 16 ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and Healthcare Coding and Consulting Services, LLC ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents

agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Healthcare Coding and Consulting Services
8000 Summerlin Lakes Drive, Suite 200
Fort Myers, FL 33907
Attn: William D. Cronin, CEO
Phone: 239-443-3901
Fax: 239-443-1484

If to Covered Entity, to:

Natividad Medical Center (County of Monterey)
1441 Constitution Blvd
Salinas, CA 93906
Attn: Contracts Division
Phone: 831-755-4111
Fax: 831-757-2592

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

[BUSINESS ASSOCIATE]

By: _____

Print Name: William D. Cronin

Print Title: CEO

Date: July 7th, 2016

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

By: _____

Print Name: _____

Print Title: CEO

Date: 8/15/16

County of Monterey

Board Report

Legistar File Number: 23-134

Item No.20

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

February 14, 2023

Introduced: 2/1/2023

Current Status: Health Department - Consent

Version: 1

Matter Type: General Agenda Item

Approve the Monterey County Emergency Medical Services (EMS) Plan for the years 2019 through 2021 and authorize the Emergency Medical Services Agency Director to submit the EMS Plan to the California Emergency Medical Services Authority.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve the Monterey County EMS Plan for the years 2019 through 2021 and authorize the Emergency Medical Services Agency Director to submit the EMS Plan to the California Emergency Medical Services Authority.

SUMMARY/DISCUSSION:

State law requires any county that establishes an Emergency Medical Services (EMS) program to develop a local EMS Plan and file it with the California EMS Authority (EMSA). Monterey County's initial EMS Plan was filed with the State in 1984, under the State EMS System Standards and Guidelines in effect at that time. The most recent Monterey County EMS Plan (2018) was submitted and approved by the Board on April 30, 2019. The next EMS Plan was to be due on September 30, 2020, but, on August 18, 2020, EMSA issued a memorandum providing an extension to the usual deadline for plan submission. This memorandum granted a 180-day extension from the date of cessation of the State's declared emergency on the coronavirus pandemic for submission of EMS plans. On December 14, 2020, EMSA issued a subsequent memorandum rescinding August 18, 2020, memorandum and providing additional clarification regarding the deadline extension. On July 13, 2022, EMSA issued a third memorandum announcing that the December 14, 2020 memorandum was to be rescinded as of August 1, 2022, and established requirements for local EMS agencies to submit updated EMS Plans.

The Monterey County EMS Plan that is submitted for your Board's approval today represents the thirteenth comprehensive revision of the County's EMS Plan since the current State EMS System Standards and Guidelines were published in June of 1993. This submission covers the calendar years 2019 through 2021, the years during which the EMSA suspended plan submission due dates.

The EMS Plan for 2019 through 2021 contains an updated executive summary, an updated table of contents, and updated data within the tables.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan initiatives 2) Enhance public health and safety through prevention and 4) engage the MCHD workforce and improve operational functions to meet current and developing population health needs. It also

supports at least two of the ten essential public health services, specifically, 7) Link people to needed personal health services and assures the provision of health care when otherwise unavailable and 9) Evaluates effectiveness, accessibility, and quality of personal and population-based health services.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this Board Report as to form.

FINANCING:
There are no General Fund Impacts resulting from this Board action.

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

☐Economic Development:

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

☐Administration:

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

☒Health & Human Services:

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

☐Infrastructure:

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

☐Public Safety:

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

Prepared by: Debra Hopgood, Management Analyst III, 755-4920

Approved by:

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

Attachments:
Board Report
Emergency Medical Services Plan 2019 Through 2021

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County of Monterey

Board Report

Legistar File Number: 23-134

Item No.

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

February 14, 2023

Introduced: 2/1/2023
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Approve the Monterey County EMS Plan for the years 2019 through 2021 and authorize the Emergency Medical Services Agency Director to submit the EMS Plan to the California Emergency Medical Services Authority.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve the Monterey County EMS Plan for the years 2019 through 2021 and authorize the Emergency Medical Services Agency Director to submit the EMS Plan to the California Emergency Medical Services Authority.

SUMMARY/DISCUSSION:
State law requires any county that establishes an Emergency Medical Services (EMS) program to develop a local EMS Plan and file it with the California EMS Authority (EMSA). Monterey County's initial EMS Plan was filed with the State in 1984, under the State EMS System Standards and Guidelines in effect at that time. The most recent Monterey County EMS Plan (2018) was submitted and approved by the Board on April 30, 2019. The next EMS Plan was to be due on September 30, 2020, but, on August 18, 2020, EMSA issued a memorandum providing an extension to the usual deadline for plan submission. This memorandum granted a 180-day extension from the date of cessation of the State's declared emergency on the coronavirus pandemic for submission of EMS plans. On December 14, 2020, EMSA issued a subsequent memorandum rescinding August 18, 2020, memorandum and providing additional clarification regarding the deadline extension. On July 13, 2022, EMSA issued a third memorandum announcing that the December 14, 2020 memorandum was to be rescinded as of August 1, 2022, and established requirements for local EMS agencies to submit updated EMS Plans.

The Monterey County EMS Plan that is submitted for your Board's approval today represents the thirteenth comprehensive revision of the County's EMS Plan since the current State EMS System Standards and Guidelines were published in June of 1993. This submission covers the calendar years 2019 through 2021, the years during which the EMSA suspended plan submission due dates.

The EMS Plan for 2019 through 2021 contains an updated executive summary, an updated table of contents, and updated data within the tables.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan initiatives 2) Enhance public health and safety through prevention and 4) engage the MCHD workforce and improve operational functions to meet current and developing population health needs. It also supports at least two of the ten essential public health services, specifically, 7) Link people to needed

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personal health services and assures the provision of health care when otherwise unavailable and 9) Evaluates effectiveness, accessibility, and quality of personal and population-based health services.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this Board Report as to form.

FINANCING:
There are no General Fund Impacts resulting from this Board action.

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

☐Economic Development:

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

☐Administration:

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

☒Health & Human Services:

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

☐Infrastructure:

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

☐Public Safety:

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

Prepared by: Debra Hopgood, Management Analyst III, 755-4920

Approved by:

DocuSigned by:
C7A30BA59CA8423...
Date: 2/3/2023 | 10:12 AM PST

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:
Board Report
Emergency Medical Services Plan 2019 Through 2021

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Monterey County Emergency Medical Services Agency

EMERGENCY MEDICAL SERVICES PLAN
2019 through 2021

Revised January 2023

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Board of Supervisors Board Order

To Be Inserted When Available

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Update Log

Log Number	Changes
2007-12-001	Updated Title page Added log to document changes (page ii); updated Table of Content from August 2006 EMS Plan (page 1); removed Section 3 – System Resources and Operations from August 2006 EMS Plan (pages 143 – 164) and replaced with new Section 3 – System Resources and Operations (pages 143 – 165); Removed Section 4 – Ambulance Zone Summary from August 2006 EMS Plan (page 165) and replaced with new Section 4 – Ambulance Zone Summary (page 166); Removed Section 5 – Resource Directories from August 2006 EMS Plan (pages 166 – 174) and replaced with new Section 5 – Resource Directories (pages 167 – 168); updated Standard 1.04 – Medical Director (page 23); and updated Standard 1.08 – ALS Planning (page 27).
2009-04-001	Replacement of Manual (EMS Plan 2008)
2011-05-001	Replacement of Manual (EMS Plan 2009)
2011-05-002	Removed Updated Log to document changes (page ii) from EMS Plan (2009) and replaced with new Update Log (2010); Removed Tables 2, 3, 5, and 8 from EMS Plan (2009) and replaced with new Tables 2, 3, 5, and 8 (2010). Table changes and Section 4 – Ambulance Zone Summary (no changes) submitted to the EMSA.
2012-05-001	Revised Manual (EMS Plan 2011); added Trauma Care System Update (Table 13)
2013-06-001	Revised Manual (EMS Plan 2012) and Tables 2 through 13.
2014-10-001	Revised Manual (EMS Plan 2013) and Tables 2 through 13.
2016-12-27	Updated Executive Summary; Table 2 – System Resources and Operations, specifically FY 15/16 budget and staffing information; Table 3- Personnel/Training, current EMS personnel certified and accredited with the EMS Agency and number of reviews performed; Table 4- System Resources and Operations – Communications; Table 6- System Resources Directory – Facilities/Critical Care; Table 7- Resource Directory - Disaster Medical; Table 8- Resource Directory, showing 2016 responses and transports; Table 9- Resources Directory – Facilities; Table 10- Resources Directory - Approved Training Programs; Table 11- Resources Directory - EMS Dispatch Agency; and Table 13-Trauma System Report.
2017-12-21	Updated Executive Summary; Table 1 - System Organization and Management H. Disaster Medical Response 8.10; Routine updates to Table 2 through 13
2019-01	Updated summary, updated table of contents, added plan progress objectives, updated tables 1-11 – removed trauma care system update
2023-01	Updated Executive Summary, updated Table of Contents, Routine updates to Tables 2 through 13; Updated Table 10 – Approved Training Programs.

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Executive Summary

The Monterey County Emergency Medical Services (EMS) Agency is a Bureau within the Monterey County Health Department and is designated by the Board of Supervisors as the local emergency medical services agency (LEMSA) for the County of Monterey. The agency's primary responsibilities are to plan, implement, and evaluate an Emergency Medical Services (EMS) system that meets or exceeds the minimum standards developed by the California EMS Authority (EMSA). Key components of this include system monitoring/oversight, medical control, policy/procedure development and implementation, monitoring compliance with laws/regulations, certification/accreditation of EMS personnel, EMS system planning, as well as educational program approval and monitoring.

The mission of the Monterey County EMS Agency is to lead the Monterey County EMS System through establishing highest standards of emergency medical care, system operations, and medical disaster preparedness for the benefit of the people of Monterey County. The Monterey County EMS System is comprised of ground and air ambulance providers, dispatch/communication centers, fire and rescue service providers, hospital emergency departments, specialty care centers for trauma, stroke, and ST elevation myocardial infarction (STEMI) patients, and the Monterey County EMS Agency. The collaborative efforts of these EMS System partners strengthen our ability to provide emergency medical services to citizens of and visitors to Monterey County.

Health and Safety Code, Division 2.5, Section 1797.254, requires Local EMS Agencies (LEMSAs) to submit an EMS Plan to EMSA and provide annual updates thereafter. On August 18, 2020, EMSA issued a memorandum providing an extension to the usual deadline for plan submission. This memorandum granted a 180-day extension from the date of cessation of the State's declared emergency on the coronavirus pandemic for submission of EMS plans. On December 14, 2020, EMSA issued a subsequent memorandum rescinding the August 18, 2020 memorandum and providing additional clarification regarding the deadline extension. On July 13, 2022, EMSA issued a third memorandum announcing that the December 14, 2020 memorandum was to be rescinded as of August 1, 2022. The latest memorandum required LEMSAs to submit their annual plans by January 31, 2023.

This plan submission updates the most recent plan for Monterey County which covered calendar year 2018. The Monterey County EMS Agency submitted this plan on May 8, 2019 and EMSA approved the plan on September 5, 2019. This document represents the 2019 through 2021 annual updates of the Monterey County EMS Agency.

Despite the challenges associated with the response to the COVID-19 pandemic, the Monterey County EMS Agency completed several accomplishments and system improvements during the period covered by this document. Key accomplishments included:

- Completed annual updates of our policies and treatment protocols. We also greatly expanded our policy and protocol development cycle plan to significantly increase educational outreach efforts and opportunities for stakeholder input.

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- Instituted multiple procedure and protocol changes related to EMS System needs regarding the COVID-19 pandemic. These efforts included working with receiving facilities to implement standardized isolation procedures for EMS turnover to hospital staff, implementation of communications center screening protocols, and development of processes for provider notifications of potential exposures to the virus.
- Approval of a local optional scope of practice (LOSOP) application and implementation of a Unified Scope of Practice for flight-based Paramedics to standardize their scope of practice across county lines.
- Approval of a LOSOP application and implementation of a protocol permitting the administration of tranexamic acid (TXA) to critically injured trauma patients.
- Approval of a LOSOP application and implementation of policies permitting EMS providers to conduct COVID-19 and Influenza testing and vaccination administration.
- Creation of a Data Utilization and Governance Policy that established standards for sharing data between our various agencies and facilitated efforts to provide enhance patient outcome information to our prehospital providers.
- Expanding the number of hospitals providing patient follow up information via our electronic patient care documentation system's Health Data Exchange capabilities.
- Implementation of a leave behind naloxone program allowing Paramedics and EMTs to distribute to those patients who had a suspected opioid overdose and refused transport.
- Fulfilled the role of the Medical Health Operational Coordinator (MHOAC) and maintained a 24-hour-per-day, 365-days-per-year single point of contact for the program.
- Worked with Monterey County's IT Department to develop, implement, and improve an online resource request form for submitting supply and resource need.
- Coordinated over 2,000 resource requests from a wide range of healthcare organizations, governmental agencies, service providers, and community-based organizations. Most of these requests included multiple different items.
- Served as the primary conduit for laboratory supplies necessary for COVID-19 testing, monoclonal antibody infusion products, personnel to fulfill staffing needs, and a diverse variety of other supplies/equipment to aid in the response throughout our operational area.
- Responded to and coordinated evacuations related to significant wildfires that occurred within Monterey County.
- Began working with providers to transition to a secure, electronic submittal of claims related to Monterey County's Emergency Medical Services Fund (EMSF) under Section 1797.98 of the Health and Safety Code (Maddy Fund).
- Established a Maddy Reserve Fund to ensure that physicians and hospitals continue to receive reimbursement for a portion of their services regardless of the amount of revenue generated from the assessment.
- Modified the response to unconfirmed medical alarm calls made by medical alarm companies to receive a first responder response only and leaving ambulances available in the EMS System.
- Reached an agreement for access to the Cardiac Arrest Registry to Enhance Survival (CARES) database.

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- Secured access to the Trauma One trauma registry software that contains follow up information on patients who sustained traumatic injuries and were transported to Monterey County's trauma center, Natividad Medical Center.
- Completed a survey of our stakeholders related to continuing education offerings and training needs which resulted in the establishment of a continuing education series hosted by the Monterey County EMS Agency's Medical Director.
- Began working with a local consortium to initiate a paramedic training program in Monterey County to address the need for additional paramedics in our EMS System.

We thank our EMS service providers, emergency dispatchers, hospital personnel, emergency management personnel, and community throughout Monterey County who have demonstrated their commitment to supporting the Monterey County EMS System and helping to make these improvements possible in our ongoing effort to meet the needs of our community.

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TABLE 1: MINIMUM STANDARDS / RECOMMENDED GUIDELINES

A - SYSTEM ORGANIZATION AND MANAGEMENT

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Agency Administration:					
1.01 LEMSA Structure		X			
1.02 LEMSA Mission		X			
1.03 Public Input		X			
1.04 Medical Director		X	X		
Planning Activities:					
1.05 System Plan		X			
1.06 Annual Plan Update		X			
1.07 Trauma Planning*		X	X		
1.08 ALS Planning*		X			
1.09 Inventory of Resources		X			
1.10 Special Populations		X	X		
1.11 System Participants		X	X		
Regulatory Activities:					
1.12 Review & Monitoring		X			
1.13 Coordination		X			
1.14 Policy & Procedure Manual		X			
1.15 Compliance w Policies		X			

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A - SYSTEM ORGANIZATION AND MANAGEMENT (Continued)

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
System Finances:					
1.16 Funding Mechanism		X			
Medical Direction:					
1.17 Medical Direction*		X			
1.18 QA/QI		X	X		
1.19 Policies, Procedures, Protocols		X	X		
1.20 DNR Policy		X			
1.21 Determination of Death		X			
1.22 Reporting of Abuse		X			
1.23 Interfacility Transfer		X			
Enhanced Level: Advanced Life Support					
1.24 ALS Systems		X	X		
1.25 On-Line Medical Direction		X	X		
Enhanced Level: Trauma Care System:					
1.26 Trauma System Plan		X			
Enhanced Level: Pediatric Emergency Medical and Critical Care System:					
1.27 Pediatric System Plan		X			
Enhanced Level: Exclusive Operating Areas:					
1.28 EOA Plan		X			

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B - STAFFING/TRAINING

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Local EMS Agency:					
2.01 Assessment of Needs		**X**			
2.02 Approval of Training		**X**			
2.03 Personnel		**X**			
Dispatchers:					
2.04 Dispatch Training		**X**	**X**		
First Responders (non-transporting):					
2.05 First Responder Training		**X**	**X**		
2.06 Response		**X**			
2.07 Medical Control		**X**			
Transporting Personnel:					
2.08 EMT-I Training		**X**	**N/A**		
Hospital:					
2.09 CPR Training		**X**			
2.10 Advanced Life Support		**X**	**N/A**		
Enhanced Level: Advanced Life Support:					
2.11 Accreditation Process		**X**			
2.12 Early Defibrillation		**X**			
2.13 Base Hospital Personnel		**X**			

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C - COMMUNICATIONS

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Communications Equipment:					
3.01 Communication Plan*		**X**	**X**		
3.02 Radios		**X**	**X**		
3.03 Interfacility Transfer*		**X**			
3.04 Dispatch Center		**X**			
3.05 Hospitals		**X**	**N/A**		
3.06 MCI/Disasters		**X**			
Public Access:					
3.07 9-1-1 Planning/ Coordination		**X**	**X**		
3.08 9-1-1 Public Education		**X**			
Resource Management:					
3.09 Dispatch Triage		**X**	**X**		
3.10 Integrated Dispatch		**X**	**X**		

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D - RESPONSE/TRANSPORTATION

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:					
4.01 Service Area Boundaries*		**X**	**X**		
4.02 Monitoring		**X**	**N/A**		
4.03 Classifying Medical Requests		**X**			
4.04 Prescheduled Responses		**X**			
4.05 Response Time*		**X**	**N/A**		
4.06 Staffing		**X**			
4.07 First Responder Agencies		**X**			
4.08 Medical & Rescue Aircraft*		**X**			
4.09 Air Dispatch Center		**X**			
4.10 Aircraft Availability*		**X**			
4.11 Specialty Vehicles*		**X**	**N/A**		
4.12 Disaster Response		**X**			
4.13 Intercounty Response*		**X**	**X**		
4.14 Incident Command System		**X**			
4.15 MCI Plans		**X**			
Enhanced Level: Advanced Life Support:					
4.16 ALS Staffing		**X**	**X**		
4.17 ALS Equipment		**X**			
Enhanced Level: Ambulance Regulation:					
4.18 Compliance		**X**			
Enhanced Level: Exclusive Operating Permits:					
4.19 Transportation Plan		**X**			
4.20 “Grandfathering”		**N/A**			
4.21 Compliance		**X**			
4.22 Evaluation		**X**			

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E – FACILITIES / CRITICAL CARE

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:					
5.01 Assessment of Capabilities		X	X		
5.02 Triage & Transfer Protocols*		X			
5.03 Transfer Guidelines*		X			
5.04 Specialty Care Facilities*		X			
5.05 Mass Casualty Management		X	X		
5.06 Hospital Evacuation*		X			
Enhanced Level: Advanced Life Support:					
5.07 Base Hospital Designation*		X			
Enhanced Level: Trauma Care System:					
5.08 Trauma System Design		X			
5.09 Public Input		X			
Enhanced Level: Pediatric Emergency Medical and Critical Care System:					
5.10 Pediatric System Design		X			
5.11 Emergency Departments		X	X		
5.12 Public Input		X			
Enhanced Level: Other Specialty Care Systems:					
5.13 Specialty System Design		X			
5.14 Public Input		X			

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F - DATA COLLECTION / SYSTEM EVALUATION

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:					
6.01 QA/QI Program		X	X		
6.02 Prehospital Records		X			
6.03 Prehospital Care Audits		X	X		
6.04 Medical Dispatch		X			
6.05 Data Management System*		X	X		
6.06 System Design Evaluation		X			
6.07 Provider Participation		X			
6.08 Reporting		X			
Enhanced Level: Advanced Life Support:					
6.09 ALS Audit		X			
Enhanced Level: Trauma Care System:					
6.10 Trauma System Evaluation		X			
6.11 Trauma Center Data		X	X		

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G - PUBLIC INFORMATION AND EDUCATION

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:					
7.01 Public Information Materials		**X**	**N/A**		
7.02 Injury Control		**X**	**N/A**		
7.03 Disaster Preparedness		**X**	**X**		
7.04 First Aid & CPR Training		**X**	**N/A**		

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H - DISASTER MEDICAL RESPONSE

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:					
8.01 Disaster Medical Planning*		**X**			
8.02 Response Plans		**X**	**X**		
8.03 HazMat Training		**X**			
8.04 Incident Command System		**X**	**X**		
8.05 Distribution of Casualties*		**X**	**N/A**		
8.06 Needs Assessment		**X**	**X**		
8.07 Disaster Communications*		**X**			
8.08 Inventory of Resources		**X**	**X**		
8.09 DMAT Teams		**X**	**N/A**		
8.10 Mutual Aid Agreements*		**X**			
8.11 CCP Designation*	**X**				
8.12 Establishment of CCPs	**X**				
8.13 Disaster Medical Training		**X**	**N/A**		
8.14 Hospital Plans		**X**	**X**		
8.15 Interhospital Communications		**X**			
8.16 Prehospital Agency Plans		**X**	**N/A**		
Enhanced Level: Advanced Life Support:					
8.17 ALS Policies		**X**			
Enhanced Level: Specialty Care Systems:					
8.18 Specialty Center Roles		**X**			
Enhanced Level: Exclusive Operating Areas/Ambulance Regulations:					
8.19 Waiving Exclusivity		**X**			

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TABLE 2: SYSTEM ORGANIZATION AND MANAGEMENT

Reporting Years: **2019 through 2021**

NOTE: Number (1) below is to be completed for each county. The balance of Table 2 refers to each agency.

1. Percentage of population served by each level of care by county:
(Identify for the maximum level of service offered; the total of a, b, and c should equal 100%.)

County: Monterey County

A.	Basic Life Support (BLS)	0%
B.	Limited Advanced Life Support (LALS)	0%
C.	Advanced Life Support (ALS)	**100%**

2. Type of agency

Public Health Department

3. The person responsible for day-to-day activities of the EMS agency reports to

Director of Health

4. Indicate the non-required functions which are performed by the agency:

Implementation of exclusive operating areas (ambulance franchising)	**X**
Designation of trauma centers/trauma care system planning	**X**
Designation/approval of pediatric facilities	N/A
Designation of other critical care centers	**X**
Development of transfer agreements	N/A
Enforcement of local ambulance ordinance	**X**
Enforcement of ambulance service contracts	**X**
Operation of ambulance service	N/A
Continuing education	**X**
Personnel training	N/A
Operation of oversight of EMS dispatch center	**X**
Non-medical disaster planning	N/A
Administration of critical incident stress debriefing team (CISD)	N/A
Administration of disaster medical assistance team (DMAT)	N/A
Administration of EMS Fund [Senate Bill (SB) 12/612]	**X**
Other: _____	_____
Other: _____	_____
Other: _____	_____

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TABLE 2: SYSTEM ORGANIZATION AND MANAGEMENT (cont.)

Reporting Year: **2019 through 2021**

NOTE: Number (1) below is to be completed for each county. The balance of Table 2 refers to each agency.

5. EXPENSES	**2019**	**2020**	**2021**
Salaries and benefits (All but contract personnel	1,131,351	953,180	941,314
Contract Services (e.g. medical director)	237,162	295,594	193,676
Operations (e.g. copying, postage, facilities)	71,129	98,558	103,070
Travel	8,000	7,884	6,707
Fixed assets			
Indirect expenses (overhead)	132,469	451,037	603,197
Ambulance subsidy	100,000	85,000	94,500
EMS Fund payments to physicians/hospital	269,914	449,950	545,107
Dispatch center operations (non-staff)	64,425	120,080	75,227
Training program operations			
Other: CSA-74 Fund EMS Training & Equip Support	472,928	471,934	474,821
Other: _____			
Other: _____			
TOTAL EXPENSES	**2,487,377**	**2,933,217**	**$3,037,619**

6. SOURCES OF REVENUE	**2019**	**2020**	**2021**
Special project grant(s) [from EMSA]			22,797
Preventive Health and Health Services (PHHS)			
Block Grant			
Office of Traffic Safety (OTS)			
State general fund			
County general fund		420,069	473,598
Other local tax funds (e.g., EMS district)	1,721,949	1,641,296	1,583,105
County contracts (e.g. multi-county agencies)			
Certification fees			
Training program approval fees			
Training prog. tuition/Average daily attendance funds			
Job Training Partnership ACT(JTPA)			
funds/other payments			
Base hospital application fees			

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TABLE 2: SYSTEM ORGANIZATION AND MANAGEMENT (cont.)

	2019	2020	2021
Trauma center application fees			
Trauma center designation fees	154,086	172,658	172,658
Pediatric facility approval fees			
Pediatric facility designation fees			
Other critical care center application fees Type: _____			
Other critical care center designation fees Type: _____			
Ambulance service/vehicle fees			
Contributions			
EMS Fund (SB 12/612)	487,792	664,244	783,621
Other:			
Other fees:			
Other (specify):			
Penalties to EOA Service Provider	123,570	34,950	1,841
TOTAL REVENUE	**2,487,377**	**2,933,217**	**3,037,619**

TOTAL REVENUE SHOULD EQUAL TOTAL EXPENSES.
IF THEY DON'T, PLEASE EXPLAIN.

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TABLE 2: SYSTEM ORGANIZATION AND MANAGEMENT (cont.

7. Fee structure

_____ We do not charge any fees

__X__ Our fee structure is:

	2019	2020	2021
First responder certification			
EMS dispatcher certification			
EMT-I certification			
EMT-I recertification			
EMT-defibrillation certification			
EMT-defibrillation recertification			
AEMT certification			
AEMT recertification			
EMT-P accreditation			
Mobile Intensive Care Nurse/Authorized RN C			
MICN/ARN recertification			
EMT-I training program approval			
AEMT training program approval			
EMT-P training program approval			
MICN/ARN training program approval			
Base hospital application			
Base hospital designation			
Trauma center application			
Trauma center designation	154,086	172,658	172,658
Pediatric facility approval			
Pediatric facility designation			
Other critical care center application			
Type: _____			
Other critical care center designation			
Type: _____			
Ambulance service license			
Ambulance vehicle permits			
Other: _____			
Other: _____			
Other: _____			

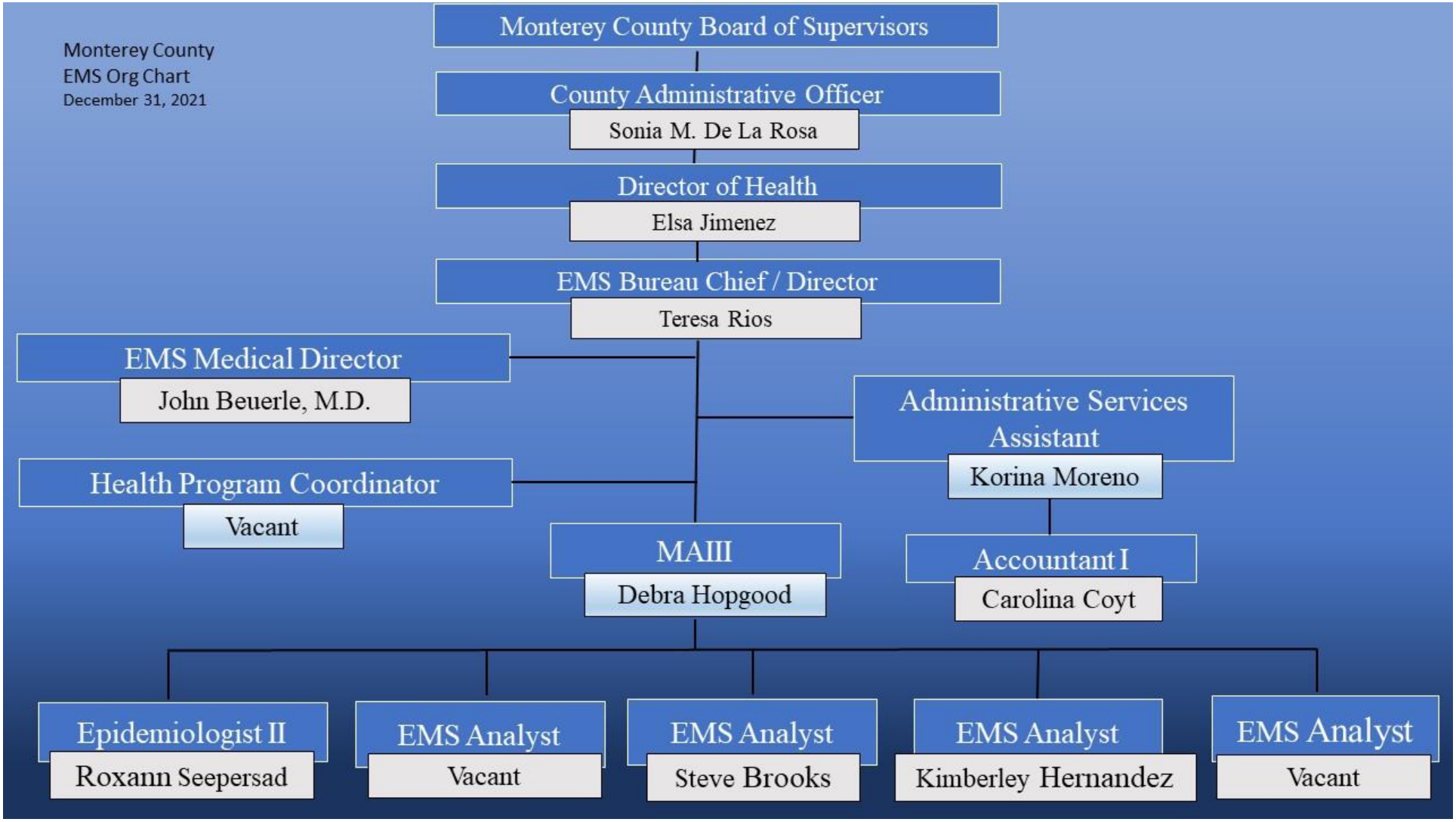
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TABLE 2: SYSTEM ORGANIZATION AND MANAGEMENT (cont.)

CATEGORY	ACTUAL TITLE	FTE POSITIONS (EMS ONLY)	TOP SALARY BY HOURLY EQUIVALENT			BENEFITS (%of Salary)			COMMENTS
			2019	2020	2021	2019	2020	2021	
EMS Admin./Coord./Director	EMS Director/Bureau Chief	1	$70.71	$72.12	$74.29	40%	45%	45%	
Asst. Admin./Admin..Asst./Admin. Mgr.	Management Analyst III	1	$49.66	$50.66	$52.17	40%	45%	45%	
ALS Coord./Field Coord./Trng Coordinator									
Program Coordinator/Field Liaison (Non-clinical)	EMS Analyst	4	$46.08	$47.00	$48.41	40%	45%	45%	
Trauma Coordinator	Health Program Coordinator	1	$52.39	$53.44	$55.04	40%	45%	45%	
Medical Director	Medical Director								Contracted no benefits
Other MD/Medical Consult/Training Medical Director									
Disaster Medical Planner									
Dispatch Supervisor									
Medical Planner									
Data Evaluator/Analyst	Epidemiologist II	1	$45.11	$46.00	$47.39	40%	45%	45%	
QA/QI Coordinator									
Public Info. & Education Coordinator									
Executive Secretary	Administrative Services Assistant	1	$40.08	$40.88	$42.10	40%	45%	45%	
Other Clerical									
Data Entry Clerk									
Other	Accountant I	1	$31.43	$32.06	$33.17	40%	45%	45%	

Include an organizational chart of the local EMS agency and a county organization chart(s) indicating how the LEMSA fits within the county/multi-county structure

The organizational chart below represents the Monterey County EMS Agency's staffing as of December 31st, 2021.



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TABLE 3: STAFFING/TRAINING

Reporting Year: **2019**

	EMT - Is	EMT - IIs	EMT - Ps	MICN
Total Certified	**663**	N/A		N/A
Number newly certified this year	**73**	N/A		N/A
Number recertified this year	**235**	N/A		N/A
Total number of accredited personnel on July 1 of the reporting year	N/A	N/A	**197**	N/A
Number of certification reviews resulting in:				
a) formal investigations	**4**	N/A		N/A
b) probation	**3**	N/A		N/A
c) suspensions	**0**	N/A		N/A
d) revocations	**0**	N/A		N/A
e) denials	**1**	N/A		N/A
f) denials of renewal	**0**	N/A		N/A
g) no action taken	**0**	N/A		0N/A

1. Early defibrillation:
   a) Number of EMT-I (defib) authorized to use AEDs **unknown**
   b) Number of public safety (defib) certified (non-EMT-I) **unknown**

2. Do you have an EMR training program ☒ yes ☐ no

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TABLE 3: STAFFING/TRAINING (cont.)

Reporting Year: **2020**

	EMT - Is	EMT - IIs	EMT - Ps	MICN
Total Certified	**641**	N/A		N/A
Number newly certified this year	**59**	N/A		N/A
Number recertified this year	**276**	N/A		N/A
Total number of accredited personnel on July 1 of the reporting year	N/A	N/A	**202**	N/A
Number of certification reviews resulting in:				
a) formal investigations	**1**	N/A		N/A
b) probation	**1**	N/A		N/A
c) suspensions	**0**	N/A		N/A
d) revocations	**0**	N/A		N/A
e) denials	**0**	N/A		N/A
f) denials of renewal	**0**	N/A		N/A
g) no action taken	**0**	N/A		0N/A

1. Early defibrillation:
   a) Number of EMT-I (defib) authorized to use AEDs **unknown**
   b) Number of public safety (defib) certified (non-EMT-I) **unknown**

2. Do you have an EMR training program ☒ yes ☐ no

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TABLE 3: STAFFING/TRAINING (cont.)

Reporting Year: **2021**

	EMT - Is	EMT - IIs	EMT - Ps	MICN
Total Certified	**661**	N/A		N/A
Number newly certified this year	**73**	N/A		N/A
Number recertified this year	**253**	N/A		N/A
Total number of accredited personnel on July 1 of the reporting year	N/A	N/A	**234**	N/A
Number of certification reviews resulting in:				
a) formal investigations	**1**	N/A		N/A
b) probation	**1**	N/A		N/A
c) suspensions	**0**	N/A		N/A
d) revocations	**0**	N/A		N/A
e) denials	**0**	N/A		N/A
f) denials of renewal	**0**	N/A		N/A
g) no action taken	**0**	N/A		0N/A

1. Early defibrillation:
   a) Number of EMT-I (defib) authorized to use AEDs **unknown**
   b) Number of public safety (defib) certified (non-EMT-I) **unknown**

2. Do you have an EMR training program ☒ yes ☐ no

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TABLE 4: COMMUNICATIONS

County: **Monterey County**

Reporting Year: **2019 through 2021**

1. Number of primary Public Service Answering Points (PSAP)
   - **Monterey County Emergency Communications Department**
   - **California Highway Patrol – Monterey**
   - **City of Carmel**
   - **Fort Hunter Liggett**
   - **Presidio of Monterey (POM)**

   5
2. Number of secondary PSAPs
   - **American Medical Response**
   - **CalFire**

   2
3. Number of dispatch centers directly dispatching ambulances **2**
4. Number of EMS dispatch agencies utilizing EMD guidelines **1**
5. Number of designated dispatch centers for EMS Aircraft **2**
6. Who is your primary dispatch agency for day-to-day emergencies?
   - **Monterey County Emergency Communications Department (9-1-1)**
7. Who is your primary dispatch agency for a disaster?
   - **Monterey County Emergency Communications Department (9-1-1)**
8. Do you have an operational area disaster communication system? ☒ Yes ☐ No

   a. Radio primary frequency 458.4/453.4 467.950/462.950,467.975/462.975

   b. Other methods – ReddiNet, TENS, EAS, CAHAN, Faxes, Internet, Text Messages, Cell, Commercial Satellite Phones, etc

   c. Can all medical response units communicate on the same disaster communications system? ☒ Yes ☐ No

   d. Do you participate in the Operational Area Satellite Information System (OASIS)? ☒ Yes ☐ No

   e. Do you have a plan to utilize the Radio Amateur Civil Emergency Services (RACES) as a back-up communication system? ☐ Yes ☒ No

      1) Within the operational area? ☐ Yes ☒ No
         a. Monterey County Office of Emergency Services (MCOES) does not currently have a plan to utilize ARES/RACES as a backup

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communication system. Per the Monterey County's Emergency Operations Plan (EOP), ARES/RACES is integrated into the Monterey County Operational Area (MCOA) Emergency Operations Center (EOC) Logistics Section, Communications Unit to provide:

i. amateur radio emergency services under the direction of the EOC
ii. emergency radio services in critical facilities; incident command centers (equipment & staff).

b. MCOES and Monterey County ITD Radio are currently discussing additional capacities with ARES/RACES as backup communication systems for Operational Area, Regional, and State communications.

2) Between operation area and the region and/or state? ☐ Yes ☒ No

a. MCOES is currently working with Monterey County ARES/RACES and San Benito ARES/RACES to develop Cross Operational Area Trainings.
b. MCOES and Monterey County ITD Radio are currently discussing additional capacities with ARES/RACES as backup communication systems for Operational Area, Regional, and State communications.

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TABLE 5: RESPONSE/TRANSPORTATION

County: **Monterey County**

Reporting Year: **2019 through 2021**

Early Defibrillation Providers

1. Number of EMT-Defibrillation providers **17**

SYSTEM STANDARD RESPONSE TIMES (90TH PERCENTILE)

Enter the response times in the appropriate boxes:

	METRO/URBAN	SUBURBAN/ RURAL	WILDERNESS	SYSTEMWIDE
BLS and CPR capable first responder	N/A	N/A	N/A	N/A
Early defibrillation responder	N/A	N/A	N/A	N/A
Advanced life support responder	N/A	N/A	N/A	N/A
Transport Ambulance	**8 Minutes**	**12 / 16 Minutes**	**ASAP**	N/A

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TABLE 6: FACILITIES/CRITICAL CARE

County: **Monterey County**

Reporting Year: **2019 through 2021**

Trauma

Trauma patients:

	2019	2020	2021
1. Number of patients meeting trauma triage criteria.	1640	1559	1207
2. Number of major trauma victims transported directly to a trauma center by ambulance.	1039	885	858
3. Number of major trauma patients transferred to a trauma center.	154	201	257
4. Number of patients meetings trauma triage criteria who weren't treated at a trauma center.	447	473	92

Emergency Departments

Total number of emergency departments	**4**
1. Number of referral emergency services	**0**
2. Number of standby emergency services	**0**
3. Number of basic emergency services	**4**
4. Number of comprehensive emergency services	**0**

Receiving Hospitals

1. Number of receiving hospitals with written agreements	**4**
2. Number of base hospitals with written agreements	**3**

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TABLE 7: DISASTER MEDICAL

County: **Monterey County**

Reporting Year: **2019 through 2021**

SYSTEM RESOURCES

1. Casualty Collections Points (CCP)
   a. Where are your CCPs located? **N/A see 8.11 and 8.12**
   b. How are they staffed? **N/A**
   c. Do you have a supply system for supporting them for 72 hours? **N/A**

2. CISD
   Do you have a CISD provider with 24 hour capability? ☒ Yes ☐ No

3. Medical Response Team
   a. Do you have any team medical response capability? ☐ Yes ☒ No
   b. For each team, are they incorporated into your local response plan? **N/A**
   c. Are they available for statewide response? **N/A**
   d. Are they part of a formal out-of-state response system? **N/A**

4. Hazardous Materials
   a. Do you have any HazMat trained medical response teams? ☒ Yes ☐ No
   b. At what HazMat level are they trained? **Level A**
   c. Do you have the ability to do decontamination in an emergency room? ☒ Yes ☐ No
   d. Do you have the ability to do decontamination in the field? ☒ Yes ☐ No

OPERATIONS

1. Are you using a Standardized Emergency Management System (SEMS) that incorporates a form of Incident Command System (ICS) structure? ☒ Yes ☐ No

2. What is the maximum number of local jurisdiction EOCs you will need to interact with in a disaster? **12 Cities and 20 special districts**

3. Have you tested your MCI Plan this year in a:
   a. real event? ☒ Yes ☐ No
   b. exercise? ☒ Yes ☐ No

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TABLE 7: DISASTER MEDICAL (cont.)

4. List all counties with which you have a written medical mutual aid agreement:
   California Mutual Aid Region II Intra-Region Cooperative Agreement for Medical and Health Disaster Assistance

5. Do you have formal agreements with hospitals in your operational area to participate in disaster planning and response? ☒ Yes ☐ No

6. Do you have a formal agreements with community clinics in your operational areas to participate in disaster planning and response? ☐ Yes ☒ No

7. Are you part of a multi-county EMS system for disaster response? ☒ Yes ☐ No

8. Are you a separate department or agency? ☐ Yes ☒ No

9. If not, to whom do you report? **Monterey County Health Dept.**

8. If your agency is not in the Health Department, do you have a plan to coordinate public health and environmental health issues with the Health Department? **N/A**

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TABLE 8: RESOURCE DIRECTORY

Reporting Year: **2019**

Response/Transportation/Providers

County: Monterey **Provider:** American Medical Response West **Response Zone:** #1

Address: 2511 Garden Rd Ste A140
Monterey, CA 93940

Phone Number: 831-718-9555

Number of Ambulance Vehicles in Fleet: **28**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **19**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport ☒ ALS ☐ BLS ☐ LALS ☒ 9-1-1 ☒ 7-Digit ☒ CCT ☒ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☐ Public ☒ Private	☐ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

38,554 Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

25,809 Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2020**

Response/Transportation/Providers

County: Monterey **Provider:** American Medical Response West **Response Zone:** #1

Address: 2511 Garden Rd Ste A140
Monterey, CA 93940

Phone Number: 831-718-9555

Number of Ambulance Vehicles in Fleet: **28**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **19**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☒ 7-Digit ☒ CCT ☒ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☐ Public ☒ Private	☐ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

23,552 Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

13,553 Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2021**

Response/Transportation/Providers

County: Monterey **Provider:** American Medical Response West **Response Zone:** #1

Address: 2511 Garden Rd Ste A140
Monterey, CA 93940

Phone Number: 831-718-9555

Number of Ambulance Vehicles in Fleet: **28**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **19**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**			
☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport	☒ ALS ☐ BLS ☐ LALS	☒ 9-1-1 ☒ 7-Digit ☒ CCT ☒ IFT	☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☐ Public ☒ Private	☐ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

39,574 Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

25,555 Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** Big Sur Volunteer Fire Brigade **Response Zone:** Big Sur Coast

Address: PO Box 520
Big Sur, CA 93920

Phone Number: 831-667-2113

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☐ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☐ Public ☒ Private	☐ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** Cachagua Fire Protection District **Response Zone:** Cachagua FPD

Address: PO Box 2090
Carmel Valley, CA 93924

Phone Number: 831-659-7700

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport ☐ ALS ☒ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** CAL FIRE (Carmel Highlands Fire Protection District) **Response Zone:** Carmel Highlands PFD

Address: 2221 Garden Rd
Monterey, CA 93940

Phone Number: 831-333-2600

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport ☒ ALS ☐ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** CAL FIRE (Cypress Fire Protection District) **Response Zone:** Cypress FPD

Address: 2221 Garden Rd
Monterey, CA 93940

Phone Number: 831-333-2600

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport ☒ ALS ☐ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** CAL FIRE (Pebble Beach Community Services District) **Response Zone:** Pebble Beach CSD

Address: 3101 Forrest Lake Rd
Pebble Beach, CA 93953

Phone Number: 831-373-1274

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport ☒ ALS ☐ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☐ Fire ☐ Law ☒ Other Explain: Community Services District	☐ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** CAL FIRE (Soledad) **Response Zone:** City of Soledad

Address: 2221 Garden Rd
Monterey, CA 93940

Phone Number: 831-333-2600

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☐ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** CAL FIRE (South Monterey County FPD) **Response Zone:** SOMOCO

Address: 2221 Garden Rd
Monterey, Ca. 93940

Phone Number: 831-333-2600

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☐ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** CAL FIRE (Aromas Tri-County Fire Protection District **Response Zone:** Tri-County FPD

Address: 2221 Garden Rd
Monterey, Ca. 93940

Phone Number: 831-333-2600

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport; ☐ ALS ☒ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2019**

Response/Transportation/Providers

County: Monterey **Provider:** CALSTAR **Response Zone:** Monterey County

Address: 4922 Baily Loop
McClellan, CA 95652

Phone Number: 916-921-4000

Number of Ambulance Vehicles in Fleet: **8**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **8**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport ☒ ALS ☐ BLS ☐ LALS ☒ 9-1-1 ☒ 7-Digit ☐ CCT ☐ IFT ☐ Ground ☒ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☐ Public ☒ Private	☐ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☐ Federal	☒ Rotary ☒ Fixed Wing	☐ Auxiliary Rescue ☒ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

140 Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

89 Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2020**

Response/Transportation/Providers

County: Monterey **Provider:** CALSTAR **Response Zone:** Monterey County

Address: 4922 Baily Loop
McClellan, CA 95652

Phone Number: 916-921-4000

Number of Ambulance Vehicles in Fleet: **8**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **8**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport ☒ ALS ☐ BLS ☐ LALS ☒ 9-1-1 ☒ 7-Digit ☐ CCT ☐ IFT ☐ Ground ☒ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☐ Public ☒ Private	☐ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☐ Federal	☒ Rotary ☒ Fixed Wing	☐ Auxiliary Rescue ☒ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses	_____ Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Air Ambulance Services

122 Total number of responses	**58** Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2021**

Response/Transportation/Providers

County: Monterey **Provider:** CALSTAR **Response Zone:** Monterey County

Address: 4922 Baily Loop
McClellan, CA 95652

Phone Number: 916-921-4000

Number of Ambulance Vehicles in Fleet: **8**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **8**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport ☒ ALS ☐ BLS ☐ LALS ☒ 9-1-1 ☒ 7-Digit ☐ CCT ☐ IFT ☐ Ground ☒ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☐ Public ☒ Private	☐ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☐ Federal	☒ Rotary ☒ Fixed Wing	☐ Auxiliary Rescue ☒ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses	_____ Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Air Ambulance Services

109 Total number of responses	**53** Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** Camp Roberts Emergency Services **Response Zone:** Camp Roberts

Address: HQ Camp Roberts Hwy 101, Bldg 4050
Camp Roberts, CA 93451

Phone Number: 831-238-8220

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport ☐ ALS ☒ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☒ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2019**

Response/Transportation/Providers

County: Monterey **Provider:** City of Carmel Ambulance **Response Zone:** Carmel-by-the-Sea

Address: PO Box CC
Carmel, CA 93921

Phone Number: 831-718-9555

Number of Ambulance Vehicles in Fleet: **2**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **1**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

1263	Total number of responses	**720**	Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

Air Ambulance Services

	Total number of responses		Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2020**

Response/Transportation/Providers

County: Monterey **Provider:** City of Carmel Ambulance **Response Zone:** Carmel-by-the-Sea

Address: PO Box CC
Carmel, CA 93921

Phone Number: 831-718-9555

Number of Ambulance Vehicles in Fleet: **2**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **1**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

1068	Total number of responses	**658**	Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

Air Ambulance Services

	Total number of responses		Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2021**

Response/Transportation/Providers

County: Monterey **Provider:** City of Carmel Ambulance **Response Zone:** Carmel-by-the-Sea

Address: PO Box CC
Carmel, CA 93921

Phone Number: 831-718-9555

Number of Ambulance Vehicles in Fleet: **2**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **1**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

1340	Total number of responses	**800**	Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

Air Ambulance Services

	Total number of responses		Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** California Correctional Training Facility **Response Zone:** State Prison

Address: Hwy 101 Soledad
Soledad, CA 93960

Phone Number: 831-678-5922

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☒ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☒ Other Explain: Corrections	☐ City ☐ County ☒ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2019**

Response/Transportation/Providers

County: Monterey **Provider:** California Highway Patrol **Response Zone:** Monterey County

Address: 5020 Wing Ave
Paso Robles, CA 93446

Phone Number: 805-239-3553

Number of Ambulance Vehicles in Fleet: **1**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **1**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☐ Ground ☒ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☐ Fire ☒ Law ☐ Other Explain:	☐ City ☐ County ☒ State ☐ District ☐ Federal	☒ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☒ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses	_____ Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Air Ambulance Services

46 Total number of responses	**11** Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2020**

Response/Transportation/Providers

County: Monterey **Provider:** California Highway Patrol **Response Zone:** Monterey County

Address: 5020 Wing Ave
Paso Robles, CA 93446

Phone Number: 805-239-3553

Number of Ambulance Vehicles in Fleet: **1**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **1**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☐ Ground ☒ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☐ Fire ☒ Law ☐ Other Explain:	☐ City ☐ County ☒ State ☐ District ☐ Federal	☒ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☒ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses	_____ Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Air Ambulance Services

39 Total number of responses	**3** Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2021**

Response/Transportation/Providers

County: Monterey **Provider:** California Highway Patrol **Response Zone:** Monterey County

Address: 5020 Wing Ave
Paso Robles, CA 93446

Phone Number: 805-239-3553

Number of Ambulance Vehicles in Fleet: **1**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **1**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☐ Ground ☒ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☐ Fire ☒ Law ☐ Other Explain:	☐ City ☐ County ☒ State ☐ District ☐ Federal	☒ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☒ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses	_____ Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Air Ambulance Services

31 Total number of responses	**4** Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** City of Marina Fire Department **Response Zone:** City of Marina

Address: 211 Hillcrest Ave
Marina, CA 93933

Phone Number: 831-718-9555

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport ☐ ALS ☒ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2019**

Response/Transportation/Providers

County: Monterey **Provider:** Fort Hunter-Liggett Fire Department **Response Zone:** FHL US Army Garrison

Address: T-120 Infantry Rd
Jolon, CA 93928

Phone Number: 831-678-5922

Number of Ambulance Vehicles in Fleet: **2**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **1**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☒ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

Unavail	Total number of responses	**Unavail**	Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

Air Ambulance Services

	Total number of responses		Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2020**

Response/Transportation/Providers

County: Monterey **Provider:** Fort Hunter-Liggett Fire Department **Response Zone:** FHL US Army Garrison

Address: T-120 Infantry Rd
Jolon, Ca. 93928

Phone Number: 831-678-5922

Number of Ambulance Vehicles in Fleet: **2**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **1**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☒ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

40	Total number of responses	**19**	Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

Air Ambulance Services

	Total number of responses		Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2021**

Response/Transportation/Providers

County: Monterey **Provider:** Fort Hunter-Liggett Fire Department **Response Zone:** FHL US Army Garrison

Address: T-120 Infantry Rd
Jolon, CA 93928

Phone Number: 831-678-5922

Number of Ambulance Vehicles in Fleet: **2**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **1**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☒ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

47	Total number of responses	**29**	Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

Air Ambulance Services

	Total number of responses		Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** City of Gonzales Fire Department **Response Zone:** Cities of Gonzalez & Gonzalez Rural Fire Protection District

Address: PO Box 647
Gonzalez, CA 93926

Phone Number: 831-675-5000

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport ☐ ALS ☒ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain: Public Safety	☒ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** City of Greenfield Fire Department **Response Zone:** City of Greenfield and Greenfield FPD

Address: 380 Oak Ave
Greenfield, CA 93927

Phone Number: 831-674-5484

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport ☐ ALS ☒ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** City of King Fire Department **Response Zone:** City of King City

Address: PO Box 2550
King City, CA 93930

Phone Number: 831-385-3430

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport; ☐ ALS ☒ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2019**

Response/Transportation/Providers

County: Monterey **Provider:** Monterey County Regional Fire Protection District/CVFA **Response Zone:** #3

Address: 19900 Portola Dr
Salinas, CA 93908

Phone Number: 831-472-2311

Number of Ambulance Vehicles in Fleet: **5**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **3**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

1,449 Total number of responses	**1,036** Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses	_____ Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2020**

Response/Transportation/Providers

County: Monterey **Provider:** Monterey County Regional Fire Protection District/CVFA **Response Zone:** #3

Address: 19900 Portola Dr
Salinas, CA 93908

Phone Number: 831-472-2311

Number of Ambulance Vehicles in Fleet: **5**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **3**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

1,417	Total number of responses	**908**	Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

Air Ambulance Services

	Total number of responses		Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2021**

Response/Transportation/Providers

County: Monterey **Provider:** Monterey County Regional Fire Protection District/CVFA **Response Zone:** #3

Address: 19900 Portola Dr
Salinas, CA 93908

Phone Number: 831-472-2311

Number of Ambulance Vehicles in Fleet: **5**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **3**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

1,355	Total number of responses	**885**	Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

Air Ambulance Services

	Total number of responses		Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2019**

Response/Transportation/Providers

County: Monterey **Provider:** Mercy Air Service **Response Zone:** Monterey County

Address: 1670 Miro Wy
Rialto, CA 92376

Phone Number: 909-829-7030

Number of Ambulance Vehicles in Fleet: **2**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **1**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport ☒ ALS ☐ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☐ Ground ☒ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☐ Public ☒ Private	☐ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☐ Federal	☒ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☒ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses	_____ Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Air Ambulance Services

86 Total number of responses	26 Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2020**

Response/Transportation/Providers

County: Monterey **Provider:** Mercy Air Service **Response Zone:** Monterey County

Address: 1670 Miro Wy
Rialto, CA 92376

Phone Number: 909-829-7030

Number of Ambulance Vehicles in Fleet: 2

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 1

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☐ Ground ☒ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☐ Public ☒ Private	☐ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☐ Federal	☒ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☒ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses	_____ Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Air Ambulance Services

93 Total number of responses	38 Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2021**

Response/Transportation/Providers

County: Monterey **Provider:** Mercy Air Service **Response Zone:** Monterey County

Address: 1670 Miro Wy
Rialto, CA 92376

Phone Number: 909-829-7030

Number of Ambulance Vehicles in Fleet: 2

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 1

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☐ Ground ☒ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☐ Public ☒ Private	☐ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☐ Federal	☒ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☒ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses	_____ Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Air Ambulance Services

24 Total number of responses	8 Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** Mid Coast Fire Brigade **Response Zone:** Mid Coast

Address: 33841 Palo Colorado Canyon
Monterey, CA 93923

Phone Number: 831-624-8287

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☐ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☒ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** City of Monterey Fire Department **Response Zone:** Cities of Monterey, Carmel, Sand City and Pacific Grove

Address: 610 Pacific St
Monterey, CA 93940

Phone Number: 831-646-3900

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** Monterey County Parks **Response Zone:** Monterey County Parks

Address: 2610 San Antonio Rd
Bradley, CA 93426

Phone Number: 831-472-2311

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport; ☐ ALS ☒ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☐ Fire ☒ Law ☐ Other Explain:	☐ City ☒ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** North County Fire Protection District **Response Zone:** North County FPD

Address: 11200 Speegle St
Castroville, CA 95012

Phone Number: 831-633-2578

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport; ☐ ALS ☒ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☒ District ☒ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2019-2021**

Response/Transportation/Providers

County: Monterey **Provider:** Presidio of Monterey Fire Department **Response Zone:** Presidio of Monterey

Address: Bldg #4400 General Jim Moore Blvd
Seaside, Ca 93955

Phone Number: 831-242-7702

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☐ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☒ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** City of Salinas Fire Department **Response Zone:** City of Salinas

Address: 65 West Alisal St Ste 200
Salinas, CA 93901

Phone Number: 831-758-7261

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

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Table 8: Resource Directory

Reporting Year: **2019 through 2021**

Response/Transportation/Providers

County: Monterey **Provider:** City of Seaside Fire Department **Response Zone:** Cities of Seaside and Del Ray Oaks

Address: 1635 Broadway Ave
Seaside, CA 93955

Phone Number: 831-899-6790

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport ☐ ALS ☒ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

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TABLE 9: FACILITIES

County: Monterey

Reporting Year: **2019 through 2021**

Facility: **Natividad Medical Center** Telephone Number: 831-755-4185
Address: **1441 Constitution Blvd**
Salinas, CA 93906

Written Contract:	Service:	Base Hospital:	Burn Center:
☒ Yes ❒ No	❒ Referral Emergency ❒ Standby Emergency ☒ Basic Emergency ❒ Comprehensive Emergency	☒ Yes ❒ No	❒ Yes ☒ No

		Trauma Center:	If Trauma Center what level:	
Pediatric Critical Care Center[1]	❒ Yes ☒ No	☒ Yes ❒ No	❒ Level I	☒ Level II
EDAP[2]	❒ Yes ☒ No		❒ Level III	❒ Level IV
PICU[3]	❒ Yes ☒ No			

STEMI Center:	Stroke Center:
❒ Yes ☒ No	❒ Yes ☒ No

[1] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[2] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[3] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

TABLE 9: FACILITIES (cont.)

County: Monterey

Reporting Year: **2019 through 2021**

Facility: **Community Hospital of the Monterey Peninsula (CHOMP)** Telephone Number: 831-642-5311

Address: **23625 Holman Highway**
Monterey, CA 93940

Written Contract:	Service:	Base Hospital:	Burn Center:
☒ Yes ❒ No	❒ Referral Emergency ❒ Standby Emergency ☒ Basic Emergency ❒ Comprehensive Emergency	☒ Yes ❒ No	❒ Yes ☒ No

		Trauma Center:	If Trauma Center what level:	
Pediatric Critical Care Center[4]	❒ Yes ☒ No	❒ Yes ☒ No	❒ Level I	❒ Level II
EDAP[5]	❒ Yes ☒ No		❒ Level III	❒ Level IV
PICU[6]	❒ Yes ☒ No			

STEMI Center:	Stroke Center:
☒ Yes ❒ No	☒ Yes ❒ No

[4] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[5] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[6] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

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TABLE 9: FACILITIES (cont.)

County: Monterey

Reporting Year: **2019 through 2021**

Facility:	**Salinas Valley Memorial Health Care System (SVMH)**	Telephone Number:	831-757-4333
Address:	**450 E. Romie Ln** **Salinas, CA 93901**		

Written Contract:	**Service:**	**Base Hospital:**	**Burn Center:**
☒ Yes ❒ No	❒ Referral Emergency ❒ Standby Emergency ☒ Basic Emergency ❒ Comprehensive Emergency	☒ Yes ❒ No	❒ Yes ☒ No

		Trauma Center:	**If Trauma Center what level:**	
Pediatric Critical Care Center[7]	❒ Yes ☒ No			
EDAP[8]	❒ Yes ☒ No			
PICU[9]	❒ Yes ☒ No	❒ Yes ☒ No	❒ Level I	❒ Level II
			❒ Level III	❒ Level IV

STEMI Center:	**Stroke Center:**
☒ Yes ❒ No	☒ Yes ❒ No

[7] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[8] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[9] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

TABLE 9: FACILITIES (cont.)

County: Monterey

Reporting Year: **2019 through 2021**

Facility: **George L. Mee Memorial Hospital** Telephone Number: 831-385-6000
Address: **300 Canal St**
King City, CA 93930

Written Contract:	Service:	Base Hospital:	Burn Center:
☒ Yes ❒ No	❒ Referral Emergency ❒ Standby Emergency ☒ Basic Emergency ❒ Comprehensive Emergency	❒ Yes ☒ No	❒ Yes ☒ No

		Trauma Center:	If Trauma Center what level:	
Pediatric Critical Care Center[10]	❒ Yes ☒ No	❒ Yes ☒ No	❒ Level I	❒ Level II
EDAP[11]	❒ Yes ☒ No		❒ Level III	❒ Level IV
PICU[12]	❒ Yes ☒ No			

STEMI Center:	Stroke Center:
❒ Yes ☒ No	❒ Yes ☒ No

[10] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[11] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[12] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

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TABLE 10: APPROVED TRAINING PROGRAMS

County: Monterey **Reporting Year: 2019 through 2021**

Training Institution: **Hartnell College** Telephone Number: **831-770-6146**
Address: **411 Central Ave, Salinas, CA 93901**
Student Eligibility*: **Open** **Program Level **EMT**

Cost of Program:
2019 Basic: **Unk**
2020 Basic: **Unk**
2021 Basic: **$959**
Refresher: **N/A**

Number of students completing training per year:	2019	2020	2021
Initial training:	77	59	45
Refresher:	0	0	0
Continuing Education:	0	0	0
Expiration Date:	03/30/2023		

Number of courses:	2019	2020	2021
Initial training:	3	3	2
Refresher:	0	0	0
Continuing Education:	0	0	0

Training Institution: **Monterey Peninsula College** Telephone Number: **831-646-1240**
Address: **980 Fremont Street, Monterey, CA 93940**
Student Eligibility*: **Open** **Program Level **EMT**

Cost of Program:
2019 Basic: **$759**
2020 Basic: **$932**
2021 Basic: **$1021**
2019 Refresher: **$42**
2020 Refresher: **$42**
2021 Refresher: **$42**

Number of students completing training per year:	2019	2020	2021
Initial training:	90	35	75
Refresher:	4	3	6
Continuing Education:	4	0	0
Expiration Date:	05/31/2023		

Number of courses:	2019	2020	2021
Initial training:	4	2	4
Refresher:	1	1	1
Continuing Education:	1	1	1

*Open to general public or restricted to certain personnel only.
** Indicate whether EMT-I, AEMT, EMT-P, MICN, or EMR; if there is a training program that offers more than one level complete all information for each level.

DocuSign Envelope ID: A63B518F-4205-445E-8D65-8C7DDF9247B7

TABLE 10: APPROVED TRAINING PROGRAMS (cont.)

County: Monterey **Reporting Year: 2019 through 2021**

Training Institution: **Medics for Life** Telephone Number: **831-601-2494**
Address: **8022 San Miguel Canyon Road**, **Prunedale, CA 93907**
Student Eligibility*: **Restricted** **Program Level **: **EMR**

Cost of Program:
2019 EMR: **Unk**
2020 EMR: **$570**
2021 EMR: **N/A**
Refresher: **$700**

Number of students completing training per year:	2019	2020	2021
Initial training:	0	34	N/A
Refresher:	0	2	N/A
Continuing Education:	0	0	N/A
Expiration Date:	12/30/2020		

Number of courses:	2019	2020	2021
Initial training:	0	1	N/A
Refresher:	0	1	N/A
Continuing Education:	0	0	N/A

Training Institution: **Monterey County Regional Fire District** Telephone Number: **831-455-1828**
Address: **19900 Portola Drive**, **Salinas, CA 93908**
Student Eligibility*: **Restricted** **Program Level **: **EMR**

Cost of Program:
2019 EMR: **N/A**
2020 EMR: **N/A**
2021 EMR: **N/A**
Refresher: **N/A**

Number of students completing training per year:	2019	2020	2021
Initial training:	0	0	N/A
Refresher:	0	0	N/A
Continuing Education:	0	0	N/A
Expiration Date:	05/31/2020		

Number of courses:	2019	2020	2021
Initial training:	0	0	N/A
Refresher:	0	0	N/A
Continuing Education:	0	0	N/A

*Open to general public or restricted to certain personnel only.
** Indicate whether EMT-I, AEMT, EMT-P, MICN, or EMR; if there is a training program that offers more than one level complete all information for each level

DocuSign Envelope ID: A63B518F-4205-445E-8D65-8C7DDF9247B7

TABLE 10: APPROVED TRAINING PROGRAMS (cont.)

County: Monterey **Reporting Year: 2019 through 2021**

Training Institution: **Mid-Coast Fire Brigade** Telephone Number: **831-625-8175**
Address: **38000 Palo Colorado Road**, **Carmel, CA 93923**
Student Eligibility*: **Restricted** **Program Level: **EMR**

Cost of Program:
2019 EMR: **Unk**
2020 EMR: **Unk**
2021 EMR: **N/A**
Refresher: **Unk**

Number of students completing training per year:	2019	2020	2021
Initial training:	Unk	Unk	N/A
Refresher:	Unk	Unk	N/A
Continuing Education:	Unk	Unk	N/A
Expiration Date:	02/29/2020		
Number of courses:	**2019**	**2020**	**2021**
Initial training:	Unk	Unk	N/A
Refresher:	Unk	Unk	N/A
Continuing Education:	Unk	Unk	N/A

Training Institution: **Rescue Instruction Operations** Telephone Number: **805-975-2460**
Address: **P.O. Box 292**, **San Ardo, CA 93450**
Student Eligibility*: **Open** **Program Level: **EMR**

Cost of Program:
2019 EMR:
2020 EMR:
2021 EMR:
Refresher:

Number of students completing training per year:	2019	2020	2021
Initial training:	Unk	Unk	Unk
Refresher:	Unk	Unk	Unk
Continuing Education:	Unk	Unk	Unk
Expiration Date:	06/30/2023		
Number of courses:	**2019**	**2020**	**2021**
Initial training:	Unk	Unk	Unk
Refresher:	Unk	Unk	Unk
Continuing Education:	Unk	Unk	Unk

*Open to general public or restricted to certain personnel only.
****** Indicate whether EMT-I, AEMT, EMT-P, MICN, or EMR; if there is a training program that offers more than one level complete all information for each level**.**

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TABLE 11: DISPATCH AGENCY

County: Monterey **Reporting Year: 2019 through 2021**

Name: **American Medical Response**

Primary Contact: **Saundra Flores, AMR Communications Manager**

Address: 1322 Natividad Rd
Salinas, CA 93906

Telephone Number: 831-796-6444

Written Contract:
☒ Yes ☐ No

Medical Director:
☒ Yes ☐ No

☐ Day-to-Day
☐ Disaster

Number of Personnel Providing Services:

__**10**___ EMD Training _____ EMT-D _____ ALS
_____ BLS _____ LALS _____ Other

Ownership:
☐ Public ☒ Private

If Public:
☐ Fire
☐ Law
☐ Other
Explain:
_____

If Public: ☐ City ☐ County ☐ State ☐ Fire District ☐ Federal

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TABLE 12: AMBULANCE ZONE SUMMARY

Local EMS Agency or County Name: Monterey County EMS Agency

Area or Subarea (Zone) Name or Title: #1 Monterey County Exclusive Operating Area

Name of Current Provider(s):
Include company name(s) and length of operation (uninterrupted) in specified area or subarea.

AMR-West

Area or Subarea (Zone) Geographic Description:

The geographic and legal boundaries of Monterey County

Statement of Exclusivity (Exclusive or Non-Exclusive [HS 1797.6]):
Include intent of local EMS agency and board action.

Exclusive via competitive process with Board approval

Type of Exclusivity ("Emergency Ambulance," "ALS," or "LALS" [HS 1797.85]):
Include type of exclusivity (Emergency Ambulance, ALS, LALS, or combination) and operational definition of exclusivity (e.g., 911 calls only, all emergencies, all calls requiring emergency ambulance service, etc.).

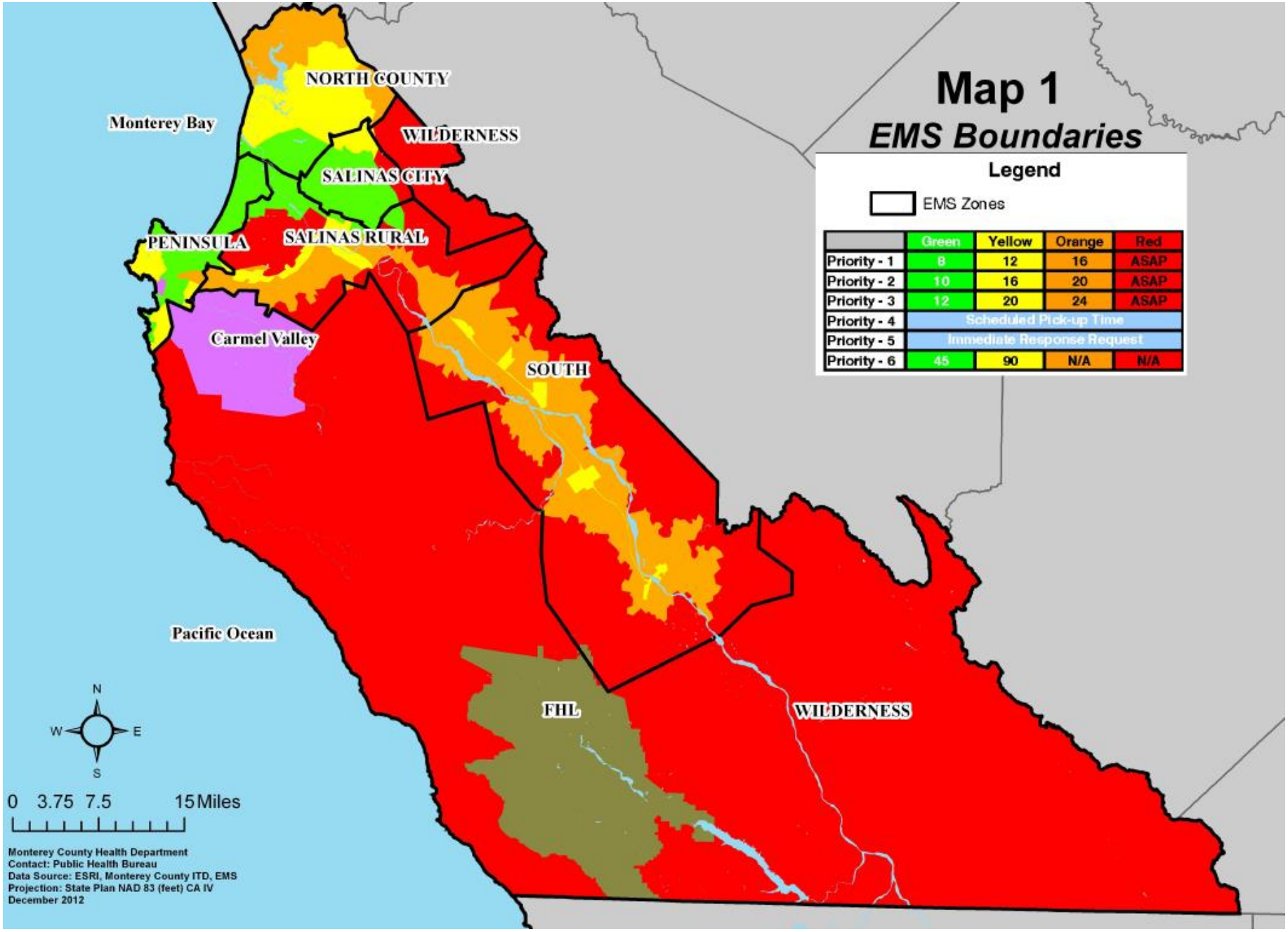
Emergency Ambulance, all emergency ambulance services (9-1-1, 7-digit, IFT, CCT, non-emergency, standby transportation).

Method to achieve exclusivity, if applicable (HS 1797.224):
If grandfathered, pertinent facts concerning changes in scope and manner of service. Description of current provider including brief statement of uninterrupted service with no changes to scope and manner of service to zone. Include chronology of all services entering or leaving zone, name or ownership changes, service level changes, zone area modifications, or other changes to arrangements for service.

If competitively-determined, method of competition, intervals, and selection process. Attach copy/draft of last competitive process used to select provider or providers.

Monterey County has established an Exclusive Operating Area (EOA) that encompasses the geographic area defined as Monterey County (border-to-border). Within the geographic limits of the County, certain federal property, the City of Carmel, and the Carmel Valley Fire Protection District (Carmel Regional Fire Ambulance) are exempted or carved from the EOA. The EOA provider is selected by competitive bid process. Last competitive bid was completed in 2009; implemented January 31, 2010. Through a series of extensions, this contract now expires June 30, 2025.

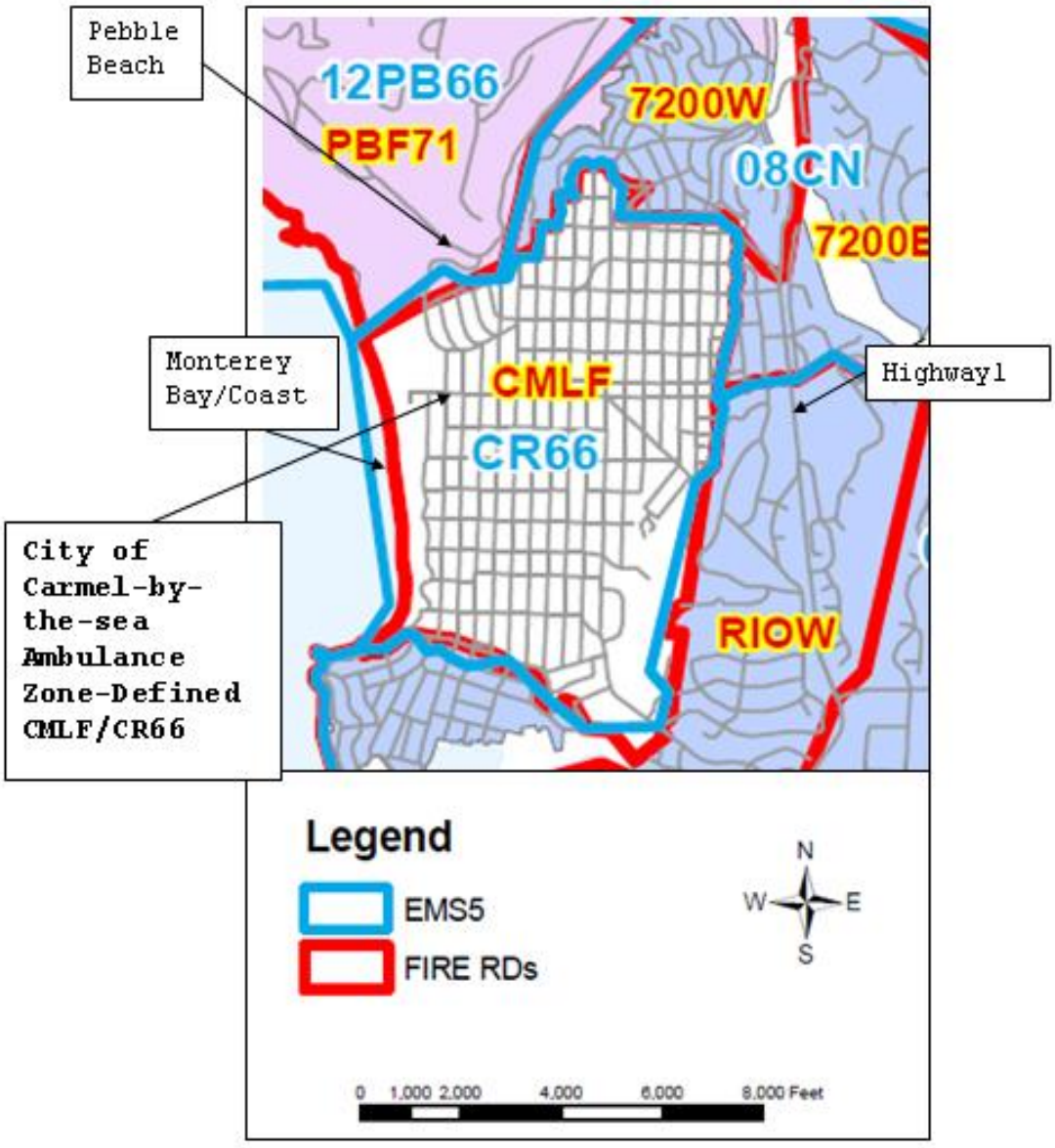
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Local EMS Agency or County Name: Monterey County EMS Agency
Area or Subarea (Zone) Name or Title: #2 Carmel by the Sea
Name of Current Provider(s): Include company name(s) and length of operation (uninterrupted) in specified area or subarea. Carmel Fire Ambulance (CFA)
Area or Subarea (Zone) Geographic Description: City of Carmel by the Sea
Statement of Exclusivity (Exclusive or Non-Exclusive [HS 1797.6]): Include intent of local EMS agency and board action. Non-exclusive
Type of Exclusivity ("Emergency Ambulance," "ALS," or "LALS" [HS 1797.85]): N/A
Method to achieve exclusivity, if applicable (HS 1797.224): If grandfathered, pertinent facts concerning changes in scope and manner of service. Description of current provider including brief statement of uninterrupted service with no changes to scope and manner of service to zone. Include chronology of all services entering or leaving zone, name or ownership changes, service level changes, zone area modifications, or other changes to arrangements for service. If competitively-determined, method of competition, intervals, and selection process. Attach copy/draft of last competitive process used to select provider or providers. N/A

DocuSign Envelope ID: A63B518F-4205-445E-8D65-8C7DDF9247B7



DocuSign Envelope ID: A63B518F-4205-445E-8D65-8C7DDF9247B7

Local EMS Agency or County Name: Monterey County EMS Agency

Area or Subarea (Zone) Name or Title: #3 Carmel Valley Fire Protection District – Monterey County Fire Protection District

Name of Current Provider(s):
Include company name(s) and length of operation (uninterrupted) in specified area or subarea.

Monterey County Regional Fire Protection District (MCRFD)

Area or Subarea (Zone) Geographic Description: East to San Clemente Dr., West to Rancho San Carlos Rd., to Santa Lucia Preserve, North to Valley Hills.

Statement of Exclusivity (Exclusive or Non-Exclusive [HS 1797.6]):
Include intent of local EMS agency and board action.

Non-exclusive

Type of Exclusivity ("Emergency Ambulance," "ALS," or "LALS" [HS 1797.85]): N/A

Method to achieve exclusivity, if applicable (HS 1797.224):
If grandfathered, pertinent facts concerning changes in scope and manner of service. Description of current provider including brief statement of uninterrupted service with no changes to scope and manner of service to zone. Include chronology of all services entering or leaving zone, name or ownership changes, service level changes, zone area modifications, or other changes to arrangements for service.

If competitively-determined, method of competition, intervals, and selection process. Attach copy/draft of last competitive process used to select provider or providers.

N/A

Introduced: 1/26/2023
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Resolution

Adopt a resolution to revise and approve amendments to, and revise, the Monterey County Public Defender's Conflict of Interest Code.

RECOMMENDATION:
Staff recommends that the Board of Supervisors, as the code reviewing body under the Political Reform Act, approve amendments to, and revise Public Defender's Conflict of Interest Code.

SUMMARY:
Following the biennial review of its Conflict of Interest Code as required by Government Code section 87306.5, Monterey County Public Defender amended its Conflict of Interest Code to revise several designated position titles. A copy of its amended Conflict of Interest Code is appended hereto as Attachment B.

DISCUSSION:
Amendments to local agency Conflict of Interest Codes are authorized by section 87306 of the Government Code whenever changes are required by changed circumstances, by creation or deletion of designated positions, or by changes in the duties of designated positions.

Under Government Code sections 82011 and 87303, the Board of Supervisors is the code reviewing body. It 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.

Staff recommends that the Board adopt and approve Monterey County Public Defender's amended Conflict of Interest Code.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed the amended Conflict of Interest Code of the Monterey County Public Defender. The amended Code is lawful under the Political Reform Act of 1974.

FINANCING:
There is no fiscal impact upon the County of Monterey resulting from the Board's revision and

approval of the proposed Conflict of Interest Code.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Approval of the proposed Conflict of Interest Code fulfills the Board's statutorily designated role as the code reviewing body pursuant to the Political Reform Act.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
_X_Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Becky Avila, Management Analyst II, x.3048
Approved by: Susan E. Chapman, Public Defender, x.5806

Attachments:
Board Report
Redlined Attachment C
Revised Attachment C
Monterey County Public Defender Resolution No. 22-227

County of Monterey

Board Report

Legistar File Number: RES 23-018

Item No.

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

February 14, 2023

Introduced: 1/26/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a resolution to revise and approve amendments to, and revise, the Monterey County Public Defender's Conflict of Interest Code.

RECOMMENDATION:
Staff recommends that the Board of Supervisors, as the code reviewing body under the Political Reform Act, approve amendments to, and revise Public Defender's Conflict of Interest Code.

SUMMARY:
Following the biennial review of its Conflict of Interest Code as required by Government Code section 87306.5, Monterey County Public Defender amended its Conflict of Interest Code to revise several designated position titles. A copy of its amended Conflict of Interest Code is appended hereto as Attachment B.

DISCUSSION:
Amendments to local agency Conflict of Interest Codes are authorized by section 87306 of the Government Code whenever changes are required by changed circumstances, by creation or deletion of designated positions, or by changes in the duties of designated positions.

Under Government Code sections 82011 and 87303, the Board of Supervisors is the code reviewing body. It 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.

Staff recommends that the Board adopt and approve Monterey County Public Defender's amended Conflict of Interest Code.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has reviewed the amended Conflict of Interest Code of the Monterey County Public Defender. The amended Code is lawful under the Political Reform Act of 1974.

FINANCING:
There is no fiscal impact upon the County of Monterey resulting from the Board's revision and

approval of the proposed Conflict of Interest Code.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Approval of the proposed Conflict of Interest Code fulfills the Board's statutorily designated role as the code reviewing body pursuant to the Political Reform Act.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
_X_Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Becky Avila, Management Analyst II, x.3048
Approved by: Susan E. Chapman, Public Defender, x.5806

Attachments:
Board Report
Redlined Attachment C
Revised Attachment C
Monterey County Public Defender Resolution No. 22-227



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

Resolution No.
Resolution revising and approving the)
Monterey County Public Defender's Amended)
Conflict of Interest Code ……)

WHEREAS, under Government Code sections 87300 and 87301, the Monterey County Public Defender has adopted a Conflict of Interest Code;

WHEREAS, under Government Code section 87306 the Monterey County Public Defender amended its Conflict of Interest Code to eliminate certain disclosure categories and to update the definition of "Consultants" to track new statutory language;

WHEREAS, under Government Code sections 82011 and 87303 the Monterey County Public Defender submitted its amended Code to the Monterey County Board of Supervisors, the code reviewing body under the Political Reform Act, for approval;

WHEREAS, the Monterey County Public Defender's amended Conflict of Interest Code is appended hereto as Attachment A and incorporated herein by reference;

WHEREAS, under Government Code section 87303, the Board of Supervisors as code reviewing body may approve the Code as submitted, may revise the proposed Code and approve it as revised, or may return the proposed Code to the agency for revision and resubmission; and

WHEREAS, the amended Code is lawful under the Political Reform Act of 1974;

NOW THEREFORE, BE IT RESOLVED THAT, the Board of Supervisors does hereby revise the proposed code and does hereby approve the Amended Conflict of Interest Code of the Monterey County Public Defender attached hereto as Attachment A, and directs the Clerk of the Board of Supervisors to notify the Monterey County Public Defender of its approval.

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

AYES:
NOES:
ABSENT:

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

Dated:
File Number:

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

By _____

Deputy

CONFLICT OF INTEREST CODE
OF THE
MONTEREY COUNTY PUBLIC DEFENDER

The Political Reform Act of 1974 (Government Code section 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 a Department's code. After public notice and hearing, the Fair Political Practices Commission may amend the standard code to conform to amendments of the Political Reform Act. Therefore, the terms of section 18730 of title 2 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission, together with the attached Appendices designating positions and establishing disclosure categories are hereby incorporated by reference and together constitute the Conflict of Interest Code of the **MONTEREY COUNTY PUBLIC DEFENDER]** (the "Department").

Individuals holding designated positions shall file their statement of economic interests with the**MONTEREY COUNTY PUBLIC DEFENDER**, which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008. Upon receipt of the statements for **PUBLIC DEFENDER, CHIEF ASSISTANT PUBLIC DEFENDER AND ASSISTANT PUBLIC DEFENDER**, the Department 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 Department.

Attachments: Appendix A: Designated Positions
Appendix B: Disclosure Categories

Adopted: **_____, 2022**
Amended: **_____, 2022**

APPENDIX A: DESIGNATED POSITIONS

Designated Positions[1]	Assigned Disclosure Category
PUBLIC DEFENDER	1
CHIEF ASSISTANT PUBLIC DEFENDER	1
ASSISTANT PUBLIC DEFENDER	1

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 Department.

When an individual who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years.

For purposes of this Conflict of Interest Code, the jurisdiction of the **PUBLIC DEFENDER** is Monterey County**. PUBLIC DEFENDER** operates entirely within the geographical boundaries of Monterey County.

Category 1[3]

---

[1] Public officials who manage public investments are not covered by the Conflict of Interest Code because they must file a statement of economic interests pursuant to Government Code section 87200. Therefore, those positions are listed below for information purposes only:
PUBLIC DEFENDER
CHIEF ASSITANT PUBLIC DEFENDER
ASSISTANT PUBLIC DEFENDER

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.

Category 2

A designated position in this category must report all investments, business positions, and sources of income, including gifts, loans, and travel payments.

Category 3

A designated position in this category must report all interests in real property.

Category 4
A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the Department.

Category 5
A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to supply materials, products, supplies, commodities, services, machinery, vehicles, or equipment utilized by the Department.

Category 6
A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to receive grants or other monies from or through the Department.

CONFLICT OF INTEREST CODE
OF THE
MONTEREY COUNTY PUBLIC DEFENDER

The Political Reform Act of 1974 (Government Code section 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 a Department's code. After public notice and hearing, the Fair Political Practices Commission may amend the standard code to conform to amendments of the Political Reform Act. Therefore, the terms of section 18730 of title 2 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission, together with the attached Appendices designating positions and establishing disclosure categories are hereby incorporated by reference and together constitute the Conflict of Interest Code of the **MONTEREY COUNTY PUBLIC DEFENDER** (the "Department").

Individuals holding designated positions shall file their statement of economic interests with the **MONTEREY COUNTY PUBLIC DEFENDER**, which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008. Upon receipt of the statements for **PUBLIC DEFENDER, CHIEF ASSISTANT PUBLIC DEFENDER AND ASSISTANT PUBLIC DEFENDER**, the Department 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 Department.

Attachments: Appendix A: Designated Positions
Appendix B: Disclosure Categories

Adopted: _____, 2022
Amended: _____, 2022

APPENDIX A: DESIGNATED POSITIONS

Designated Positions[1]	Assigned Disclosure Category
PUBLIC DEFENDER	1
CHIEF ASSISTANT PUBLIC DEFENDER	1
ASSISTANT PUBLIC DEFENDER	1

[1] Public officials who manage public investments are not covered by the Conflict of Interest Code because they must file a statement of economic interests pursuant to Government Code section 87200. Therefore, those positions are listed below for information purposes only:

PUBLIC DEFENDER
CHIEF ASSISTANT PUBLIC DEFENDER
ASSISTANT PUBLIC DEFENDER

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 Department.

When an individual who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years.

For purposes of this Conflict of Interest Code, the jurisdiction of the **PUBLIC DEFENDER** is Monterey County**. PUBLIC DEFENDER** operates entirely within the geographical boundaries of Monterey County.

Category 1[2]

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.

Category 2

A designated position in this category must report all investments, business positions, and sources of income, including gifts, loans, and travel payments.

Category 3

A designated position in this category must report all interests in real property.

Category 4
A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the Department.

Category 5
A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to supply materials, products, supplies, commodities, services, machinery, vehicles, or equipment utilized by the Department.

Category 6
A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to receive grants or other monies from or through the Department.

County of Monterey

Board Report

Legistar File Number: 23-058

Item No.22

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

February 14, 2023

Introduced: 1/17/2023

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Receive a report that provides updates on the implementation of Citygate recommendations and alternative enhancements for the Cannabis Program.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

Receive a report that provides updates on the implementation of Citygate recommendations and alternative enhancements for the Cannabis Program.

SUMMARY/DISCUSSION:
On March 8, 2022, Citygate & Associates, LLC (Citygate) presented an overview and recommendations related to its *Organizational Study of the Current Cannabis Program* report to the Board of Supervisors (Board). After the presentation, the Board directed staff to seek input on the Citygate Recommendations from the Board's Cannabis Committee (Committee). The County Administrative Officer (CAO) also directed staff to:

- Develop a detailed plan to resolve the backlog of Cannabis Business Permit (CBP) applications and issue CBPs as soon as possible while considering the following:
    - Staff will use sound, independent judgement to expedite the issuance of CBPs that have received appropriate land use approvals.
    - Departmental inputs, procedures, and timelines for the issuance of CBPs, which include firm service level commitments and accountability.
    - Options to resolve the backlog with or without stipulated agreements.
- Report the plan, and staff's intent to immediately implement that plan, to the Committee on April 7, 2022.
- Review the plan with the cannabis industry, preferably prior to the Committee meeting in April, and inform them of the plan's intended immediacy.
- Inform the Committee of the development of a long-term plan to ensure that a similar backlog does not occur in the future.

Staff presented their input on Citygate's recommendations to the Committee on April 7, 2022, which directed staff to present their input to the Board without modification.

On May 17, 2022, the Cannabis Program (Program) presented a report recommending that the Board:

- Direct staff to implement Citygate Recommendations #2, 4, 5, and 12-16.
- Direct staff to defer Citygate Recommendation #1, 3, and 6 for reconsideration in January 2024 after large licensees obtain state annual licenses.
- Direct staff to implement the five alternative enhancements in Attachment E to improve upon cannabis-related permit processing.
- Direct Cannabis Program staff to report outcomes of the adopted Citygate recommendations and alternative enhancements to the Board of Supervisors each quarter.
- Direct staff to look at overhauling the permit process, create a dedicated team to process permits in each division, and review the allocation of positions, in all divisions, on which positions are funded by cannabis funds.

The Board approved staff's recommendations and directed staff to explore overhauling the permit process, create teams dedicated to processing permits, and review all allocations funded by cannabis tax revenue. Attachment A provides updates for the period of October 2022 through December 2022, which represents Quarter 2 of Fiscal Year 2022-23 and Attachment B provides updates on Cannabis Program Performance Indicators. Program staff has worked closely with staff from the Auditor-Controller to meet with each department and updates on allocations funded by cannabis tax revenue are available within Attachment B.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel, Human Resources Department, Department of Public Works, Facilities and Parks, Environmental Health Bureau, Monterey County Regional Fire District, and County Administrative Office were involved in the preparation of the report.

FINANCING:
Monterey County's Cannabis Program is funded in County Administrative Office - Department 1050, Intergovernmental and Legislative Affairs Division - Unit 8533, Cannabis. The approval of this report and attachment will not incur additional expenses to the Program.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Monterey County Cannabis Program addresses each of the Strategic Initiative Policy Areas that promote the growth of a responsible and legal Monterey County cannabis industry.

Mark a check to the related Board of Supervisors Strategic Initiatives
X Economic Development
X Administration
X Health & Human Services
X Infrastructure
X Public Safety

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

Attachments:

A: FY 22-23 Q2 Update on Citygate Recommendations and Alternative Enhancements
B: Cannabis Program Performance Indicators as of January 2023

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County of Monterey

Board Report

Legistar File Number: 23-058

Item No.

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

February 14, 2023

Introduced: 1/17/2023
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Current Status: Agenda Ready
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The Office of the County Counsel, Human Resources Department, Department of Public Works, Facilities and Parks, Environmental Health Bureau, Monterey County Regional Fire District, and County Administrative Office were involved in the preparation of the report.

FINANCING:
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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
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Mark a check to the related Board of Supervisors Strategic Initiatives
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X Administration
X Health & Human Services
X Infrastructure
X Public Safety

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

DocuSigned by:
Nick Chiulos
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Attachments:
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B: Cannabis Program Performance Indicators as of January 2023

DocuSign Envelope ID: 8B1A39FA-A370-4A6F-B0FD-FB5D3BBE8A94

Period of October – December 2022

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
Recommendation #2: Reclassify the incumbent Program Manager II to Cannabis Program Manager and set the salary commensurate with comparable classifications.	A	Before July 2022.	County Administrator and Human Resources Director (HRD).	Aligns Cannabis Program and Cannabis Permitting staff with current responsibilities and recommended organizational structure.	Completed.
Recommendation #4: Continue implementing recommendations in the RMA Report to improve general conditions in land use entitlement and building permit processes.	A	Continue as recommended in RMA Report.	Housing and Community Development Management.	Improves permitting experience for all customers.	The implementation of the Citygate recommendations within HCD has had a positive effect on cannabis permitting. Last fiscal year (FY 21-22), 22 planning applications were approved, which is a 175% increase over the prior year. The change is due to the improved service to all planning stakeholders through the building of a culture that emphasizes procedural and substantive due process for the planning practices, development of performance standards, and adherence to project commitments, deadlines, milestones, and status. HCD reports out annually and the final report is

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
					expected in February 2023.
Recommendation #5: Enter agreements with provisional operators in Good Standing to contractually obligate them to complete required site improvements, mitigations, and conditions. Issue cannabis business permits to each provisional operator upon completion of the cannabis business permits applications and execution of the agreement.	A	Immediately upon acceptance of Final Report.	County Administrator, County Counsel, Cannabis Program Manager, and Housing and Community Development Director.	Provides the opportunity to improve backlog conditions in the near term.	41 Provisional Cannabis Business Permits were issued between November 1 – December 22, 2022. The remaining will be issued in January 2023.

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
Recommendation #7: Create a cannabis permit dashboard report that illustrates the moment-in-time status and aging of an active cannabis business permit in process linked to the active precursor steps to obtaining that specific cannabis business permit, such as planning, building, and code enforcement permits and activity.	A	Immediately upon acceptance of Final Report.	Housing & Community Development Department, Cannabis Program.	Improves information capture relative to cannabis permit application activity and all precursor permitting activity enabling staff to focus actions on applications most needing staff intervention to stay on schedule.	Staff have created a set of performance indicators within PowerBI that will be published on the Cannabis Program webpage in early 2023.

Period of October – December 2022

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
Recommendation #8: Periodic regular meetings between all applicable staff representing the various departments involved in the Cannabis Program should be reinstated. Management should provide direction to applicable staff that attendance and participation is important to ensure appropriate and necessary information is discussed and disseminated to applicable personnel. These meetings will help improve the efficiency and effectiveness of the program, including consistent communication of program issues and the development of comprehensive action plans to address those issues.	A	Immediately upon acceptance of Final Report.	Cannabis Program Office and all departments with cannabis responsibilities.	Improves consistency of Cannabis Program operations.	A meeting was scheduled on 12/5/2022, but there was very little participation from County departments. The Program recommends reducing the frequency of meetings to semi-annual or annual meetings.

Period of October – December 2022

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
Recommendation #9: Training sessions should be conducted periodically and whenever there are major changes in the Cannabis Program fiscal operations to include all applicable department personnel to help develop a consistent understanding of the Cannabis Program among the applicable departments. This training will help ensure applicable departments are consistently following cannabis requirements and have a basic understanding of the Cannabis Program and their respective roles. This training should be organized and conducted by the Program Manager.	A	Ongoing.	Cannabis Program Office	Improves consistency of Cannabis Program operations.	Training meetings are scheduled on an as needed basis. No meetings were conducted during this reporting period.

Period of October – December 2022

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
Recommendation #10: Re-emphasize and/or re-train departments regarding the use of the "Cannabis" report code to ensure it is used consistently for not only applicable expenditures but also applicable revenues to accurately report Cannabis Program activity.	A	Immediately upon acceptance of Final Report.	Cannabis Program Office and all departments and employees with permitting responsibilities.	Improves consistency of Cannabis Program operations.	The Program met with each department to review cannabis allocations and associated costs for FY 24, as well as to review override reporting codes. The Program requested that each department identify FY 24 indirect costs on a separate line for increased transparency. Additionally, the Program and HCD have made significant progress towards identifying cannabis-related building permits and their accompanying fee revenue.

Period of October – December 2022

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
Recommendation #11: An internal audit plan should be developed relating to the Cannabis Program funds to help minimize potential operational issues. The plan should identify high-risk areas, develop auditing procedures to help minimize associated risks, and provide regular monitoring and reporting related to the Cannabis Program. Additionally, the County should consider expanding the internal audit function to provide enhanced County-wide internal audits to identify and address potential fiscal and operational issues.	B	Before July 2023.	Cannabis Program Office and Auditor Controller.	Improves accountability of Cannabis Program revenues and expenditures	The Auditor-Controller's Office has met with individual departments, the Program Office and the CAO's Budget Division to review fiscal/accounting practices, the use of the "cannabis" reporting code, and ensure proper and consistent tracking of cannabis related revenues and expenditures.

Period of October – December 2022

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
Recommendation #12: A time study like what was conducted in the County Administrator's Office related to the Cannabis Program should be completed to provide better identification of appropriate staff costs that should be charged to the program. The results of this review should be used as a baseline and reviewed annually during the budget process to ensure accurate cannabis tax program allocation.	B	Before July 2023.	All departments and employees with permitting responsibilities.	Improves accountability of Cannabis Program budgets and expenditures and potentially increases the amount of cannabis tax revenue available for discretionary projects.	The Program did not complete in November and has scheduled a meeting with HCD and EHB management in January 2023. These updates will be reflected in the next quarterly update.
Recommendation #13: The current process of determining the net amount of cannabis tax revenue reflected in the cannabis tax assignment account should be revised to deduct applicable cannabis-related direct revenues from the cost of the Cannabis Program, thereby allowing more of the cannabis tax revenue to be reflected in the cannabis tax assignment account.	A	Before July 2022.	All departments and employees with fee-based responsibilities for cannabis operators that receive cannabis tax funding.	Improves accounting of fee- based direct revenues, improves accountability of Cannabis Program budgets and expenditures, and potentially increases the amount of cannabis tax revenue available for discretionary projects.	Due to a change in the calculation of the cannabis tax assignment account, this no longer applies.

Period of October – December 2022

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
Recommendation #14: Modify reporting to the Administration and Board to provide a complete narrative on budget, revenue, and expenses; cannabis permit information; cannabis market information; and the enforcement of illicit grows.	A	Immediately upon acceptance of Final Report.	Cannabis Program Office and all departments with permitting responsibilities	Improves the information upon which the Administration and the Board base their policies, priorities, and strategies.	Continued monthly updates to the Board Cannabis Committee.
Recommendation #15: Establish and publish service-level commitments for cannabis permit and related precursor requirements and permits, such as building permits, environmental health permits, and land use permits.	B	By July 2023.	Cannabis Program Office and all departments with permitting responsibilities.	Sets performance expectations among staff and stakeholders.	Completed. See SMART Goals and Performance Measures on Page 8 of Attachment B.
Recommendation #16: Develop and report on performance measures for cannabis permit and related precursor requirements and permits, such as building permits, environmental health permits, and land use permits.	B	By July 2023.	Cannabis Program Office and all departments with permitting responsibilities.	Sets performance expectations among staff and stakeholders.	Completed. Monthly performance indicators are presented to the Cannabis Committee and full Board. These have been updated to include Other Cannabis Revenue and Resource Utilization. See Attachment B.

Period of October – December 2022

Alternative Enhancements	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
Provisional Cannabis Business Permit (PCBP)	A	Issue on or before August 1, 2022 with an evaluation to renew.	Cannabis Program and related County Departments including Fire Agencies who approve workflow.	Places a specific timeframe to complete all requirements for local compliance.	PCBP issuance was delayed based on the Board's direction regarding tax delinquency and Program costs. SMART Goal #3 has been adjusted accordingly and updates will be reflected in the next quarterly update.
FY 22-23 allocation for outside consultant permit processing.	A	FY 22-23	Cannabis Program to monitor contingency amount of $265,000.	Assists Housing and Community Development Department with workload.	See balance of Program Contingency that funds outside consultant permit processing on Page 3 of Attachment B.
Performance Indicators related to land use permits, related state licenses and compliance inspections.	A	FY 22-23 and on-going	Cannabis Program and related County Departments including Fire Agencies who approve workflow.	Through performance indicators provides transparency to outcomes of related goals.	See Attachment B.

SMART Goals and Service Levels	A	FY 22-23 and on-going	Cannabis Program will develop and analyze outcomes for SMART Goals. Housing and Community Development will develop and analyze outcomes for SMART Goals and Service Levels.	Provides transparency to specific workload activities and outcomes.	See SMART Goals and Performance Measures on Page 8 of Attachment B.
Land Use Permit and Cannabis Business Permit Application Meetings	A	FY 22-23	Cannabis Program, County Departments and Fire Agencies who have workflow approving responsibilities.	Provides additional resources and support to the cannabis industry by reviewing unmet requirements or permit status.	Since August 2022, staff held 70 meetings with operators to discuss the status of their land use and cannabis business permits before issuing their provisional cannabis business permits.
Deferred Recommendations	**Priority**	**Time Frame**	**Responsible Party/Parties**	**Benefit**	

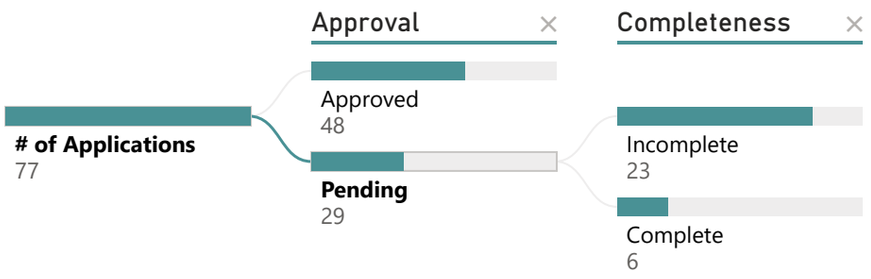
Period of October – December 2022

Recommendation #1: Reorganize the cannabis permitting function in response to the discrete roles of the cannabis permit applicant, creating a Cannabis Program Office in the County Administrator's Office and a Cannabis Permit Division in the Housing and Community Development Department.	A	Before July 2022	County Administrator, Housing and Community Development Director, and Cannabis Program staff	Aligns the Cannabis Program to correspond with the discrete roles of the cannabis industry and the cannabis permit applicant, and to centralize responsibilities, increase accountability, reduce duplication, and smooth communications.	Per the ACAO, requested a meeting to be scheduled to discuss Recommendations Nos. 1 and 3. Meeting was rescheduled to February 1, 2023.
Recommendation #3: Reclassify the incumbent Management Analyst III to Cannabis Permit Manager and set the salary commensurate with comparable positions.	A	Before July 2022	County Administrator and Human Resources Director	Aligns Cannabis Program and Cannabis Permitting staff with current responsibilities and recommended organizational structure	
Recommendation #6: Over the longer term, conduct inspections of cannabis permittees every other month, focusing on program compliance and revenue validation efforts.	C	As circumstances dictate	Cannabis Program and Community Development Department	Improves ability to capture revenue on short-term crops	

CANNABIS PROGRAM
MONTEREY COUNTY

Local Permit Overview

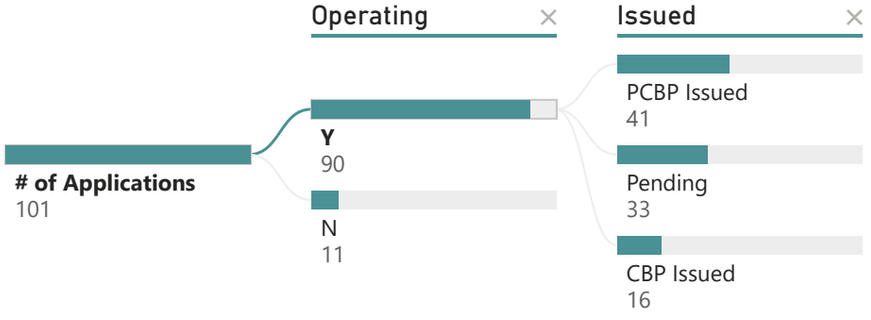
Cannabis Land Use Permit (PLN) Applications



Approvals

Fiscal Year	# Approved
FY 17-18	1
FY 18-19	3
FY 19-20	8
FY 20-21	8
FY 21-22	22
FY 22-23	5
Total	**47**

Provisional (PCBP) and Annual Cannabis Business Permit (CBP) Applications



Issuances

Fiscal Year	# Issued
FY 17-18	3
FY 18-19	5
FY 19-20	2
FY 20-21	5
FY 22-23	5
Total	**20**

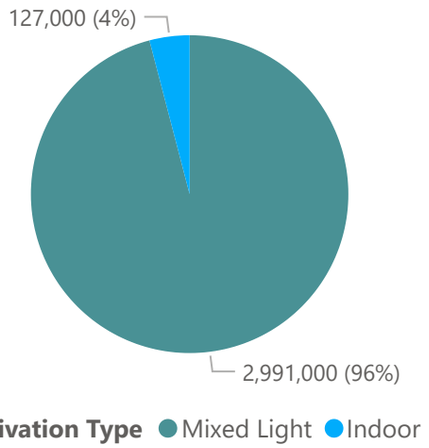
CANNABIS PROGRAM
MONTEREY COUNTY

State Licensing Overview

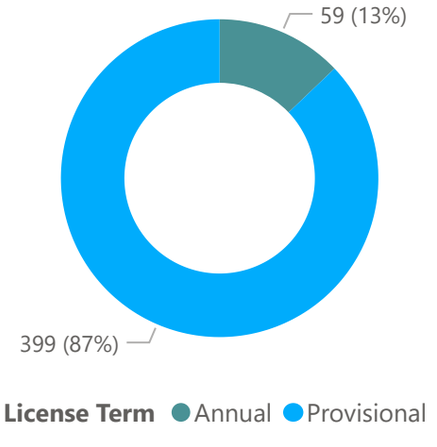
Active State Licenses

Category	# of
Cultivation	316
Nursery	46
Distribution	40
Processor	33
Manufacturing	12
Retail	9
Distribution (Transport Only)	2
Total	**458**

Licensed Cultivation Canopy Maximum by Type

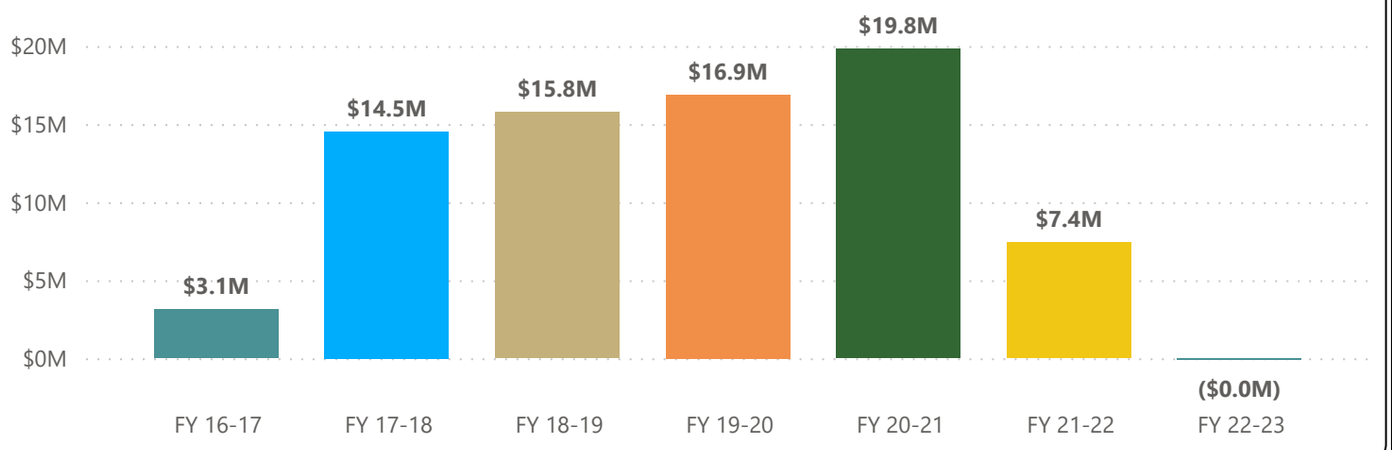


of Licenses by Term

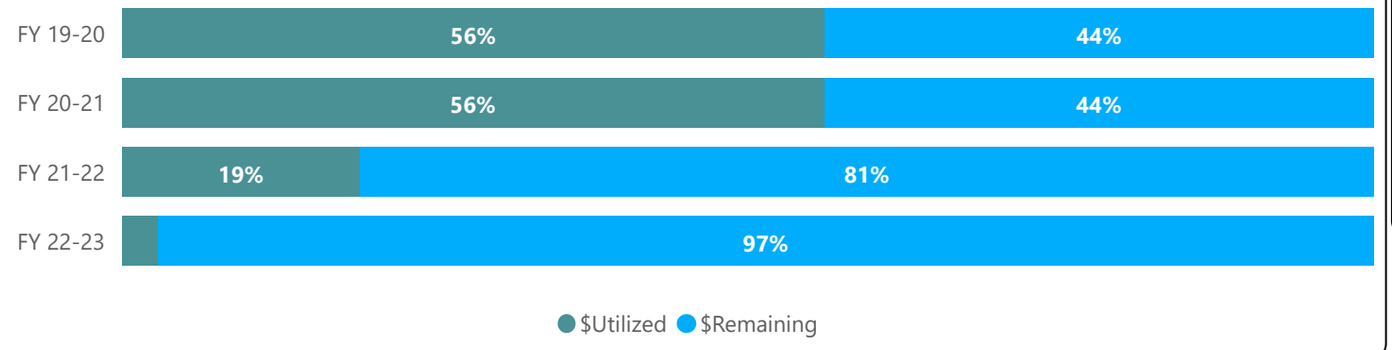


Cannabis Program Budget

Cannabis Tax Collected by Fiscal Year



Balance of Cannabis Program Contingency



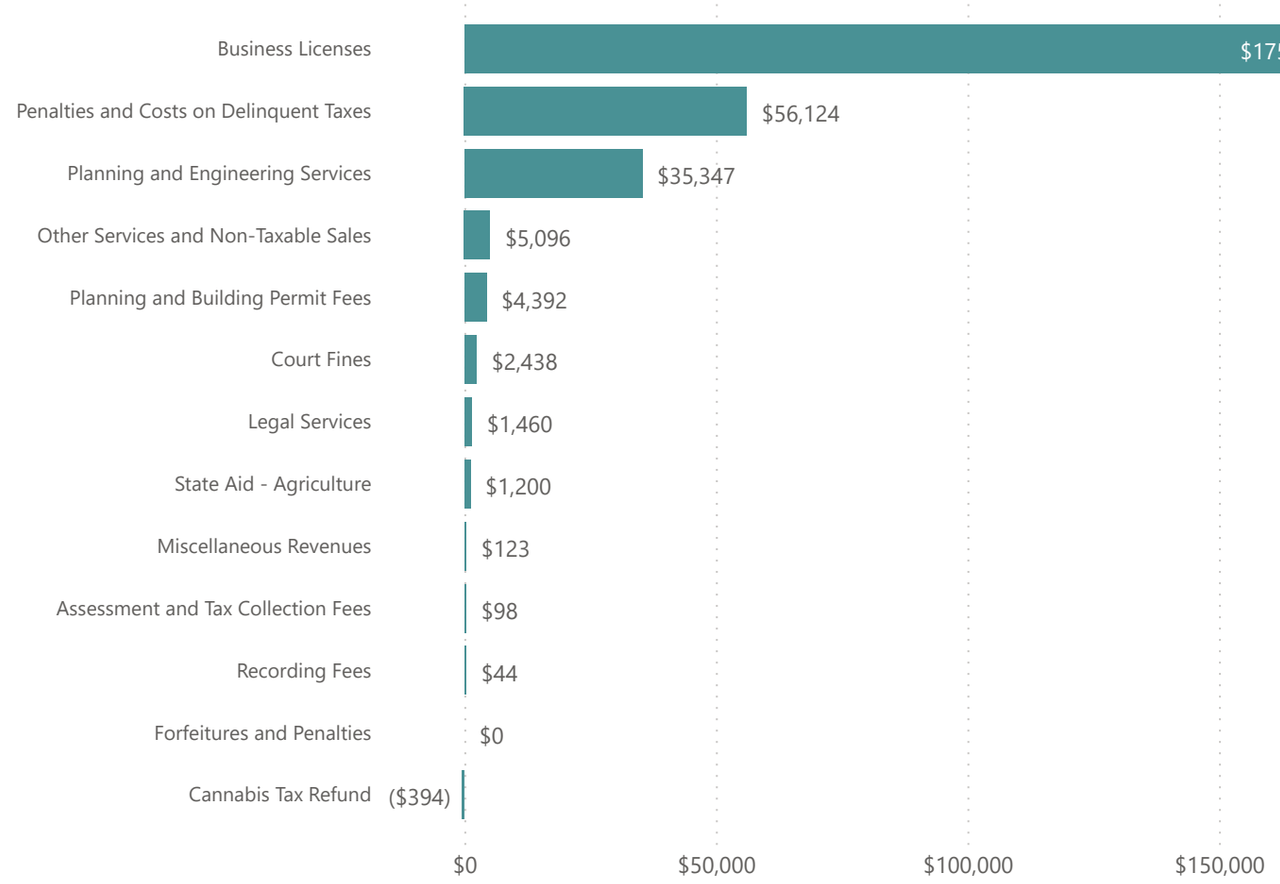
Cannabis Tax Funded Allocations by Fiscal Year

Fiscal Year	FTE Count	Non-Staff Costs	Staff Costs	Total Costs
FY 16-17	**3.00**	**$108,138**	**$120,353**	**$228,491**
Cannabis	3.00	$108,138	$120,353	$228,491
FY 17-18	**3.98**	**$147,685**	**$572,130**	**$719,815**
Cannabis	3.98	$147,685	$572,130	$719,815
FY 18-19	**19.48**	**$1,035,521**	**$2,700,413**	**$3,735,934**
Cannabis	19.48	$1,035,521	$2,700,413	$3,735,934
FY 19-20	**26.98**	**$1,075,107**	**$3,917,559**	**$4,992,666**
Cannabis	23.98	$1,075,107	$3,646,395	$4,721,502
Non-Cannabis	3.00		$271,164	$271,164
FY 20-21	**26.48**	**$1,398,534**	**$4,177,262**	**$5,575,796**
Cannabis	23.48	$1,398,534	$3,826,343	$5,224,877
Non-Cannabis	3.00		$350,919	$350,919
FY 21-22	**27.23**	**$1,840,831**	**$4,493,590**	**$6,334,421**
Cannabis	25.23	$1,510,831	$4,277,376	$5,788,207
Non-Cannabis	2.00	$330,000	$216,214	$546,214
FY 22-23	**18.98**	**$1,416,077**	**$4,569,545**	**$5,985,622**
Cannabis	18.98	$1,270,535	$4,203,114	$5,473,649
Non-Cannabis		$145,542	$366,431	$511,973
Total		**$7,021,893**	**$20,550,851**	**$27,572,743**

CANNABIS PROGRAM
MONTEREY COUNTY

Other Cannabis Revenue
(FY 22-23 through November 2022)

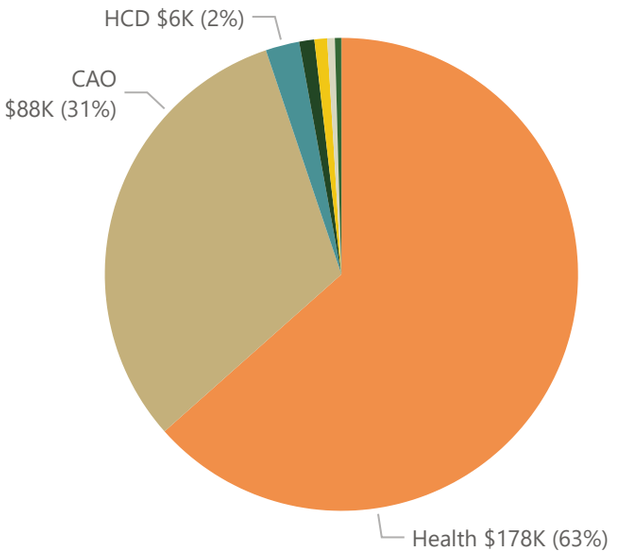
Non-Tax Revenue by Type



$281,086

Total Non-Tax Revenue

Non-Tax Revenue by Department



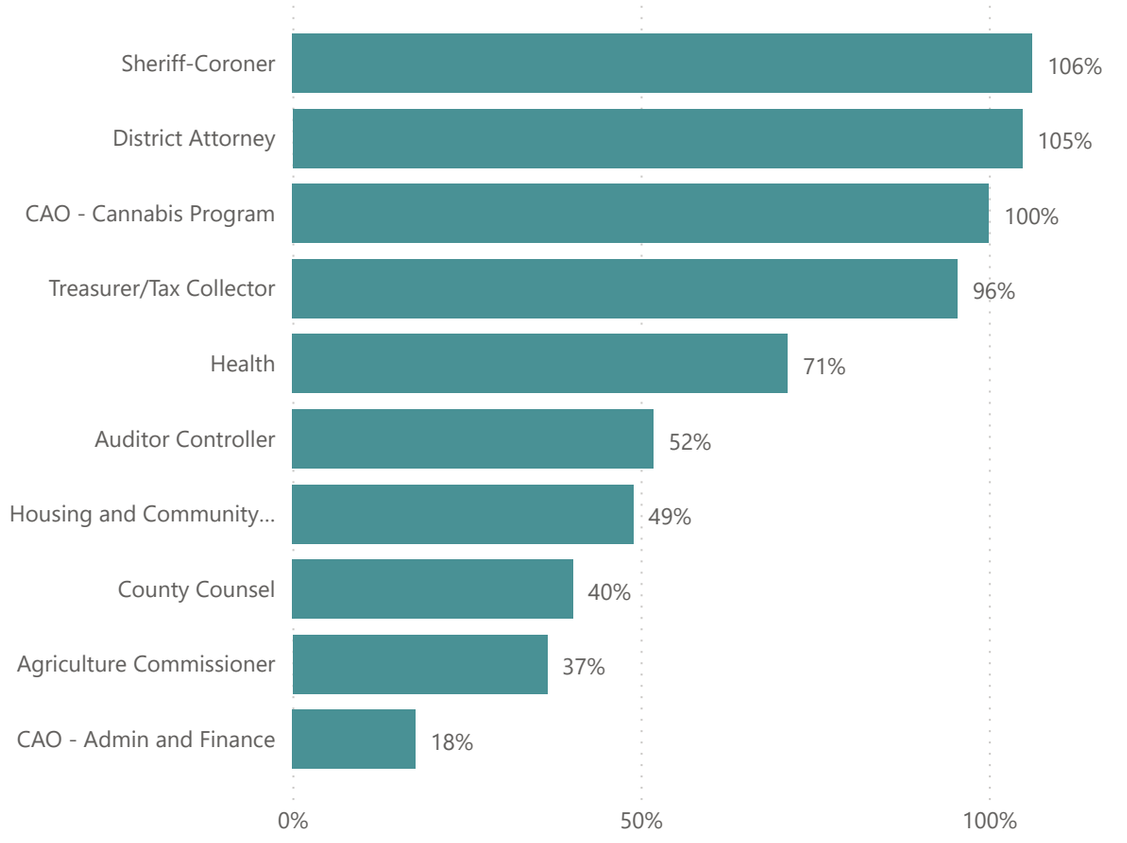
CANNABIS PROGRAM
MONTEREY COUNTY

Resource Utilization (FY 21-22)

Utilization by Department

Department	Hours Utilized	Hours Available	% Utilization
Agriculture Commissioner	1,559	4,260	37%
Auditor Controller	836	1,612	52%
CAO - Admin and Finance	301	1,704	18%
CAO - Cannabis Program	8,245	8,244	100%
County Counsel	650	1,612	40%
District Attorney	6,156	5,874	105%
Health	5,144	7,230	71%
Housing and Community Development	2,504	5,112	49%
Sheriff-Coroner	3,671	3,456	106%
Treasurer/Tax Collector	3,107	3,253	96%
Total	**32,173**	**42,357**	**76%**

Utilization by Department



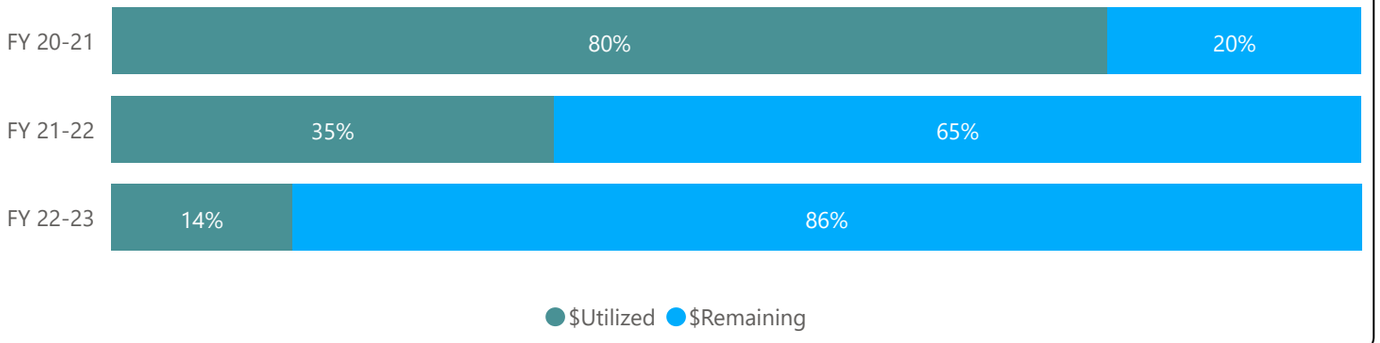
CANNABIS PROGRAM
MONTEREY COUNTY

Unlicensed Enforcement

Outcomes of Search Warrant and Abatement Activities by Calendar Year

	2019	2020	2021	2022	**Total**
Cannabis Plants	31,938	32,888	18,602	97,717	**181,145**
Cannabis Processed (lbs)	3,981	5,476	1,716	38,460	**49,633**
Total Gross Weight of Destroyed Cannabis (tons)	18	19	10	68	**115**
Firearms	13	105	97	24	**239**
Currency	$100,815	$28,146	$104,700	$5,500	**$239,161**
Explosive Material (lbs)				25	**25**
Meth (lbs)				1	**1**
Clandestine Lab	0	2	5	2	**9**
Wholesale Market Value of Product	$35,919,000	$38,364,000	$15,238,500	$68,088,500	**$157,610,000**

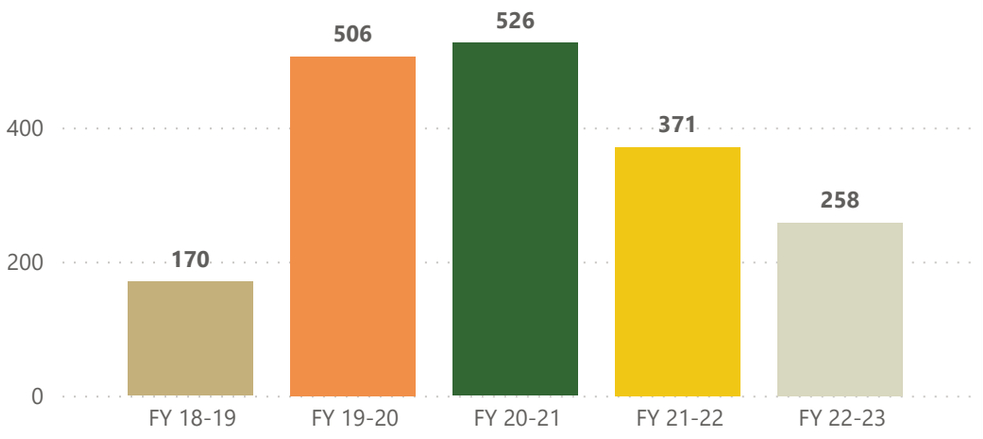
Balance of Allocation for Enforcement Against Unlicensed Cannabis Activity



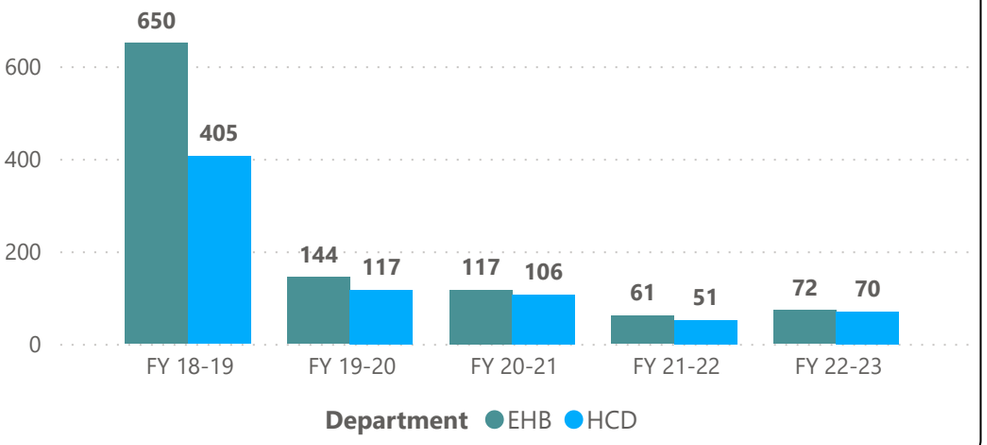
CANNABIS PROGRAM
MONTEREY COUNTY

Compliance Inspections

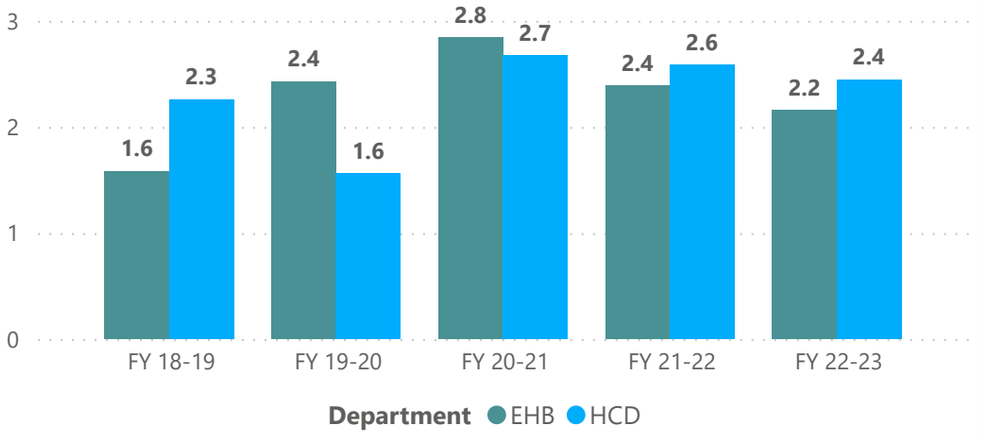
of Inspections Conducted by Fiscal Year



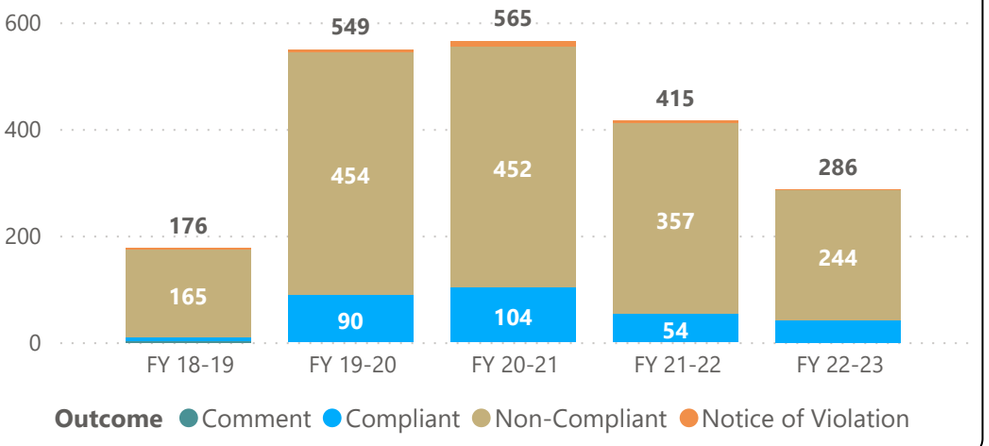
Average Time to Result (Hours)



Average Inspection Duration (Hours)



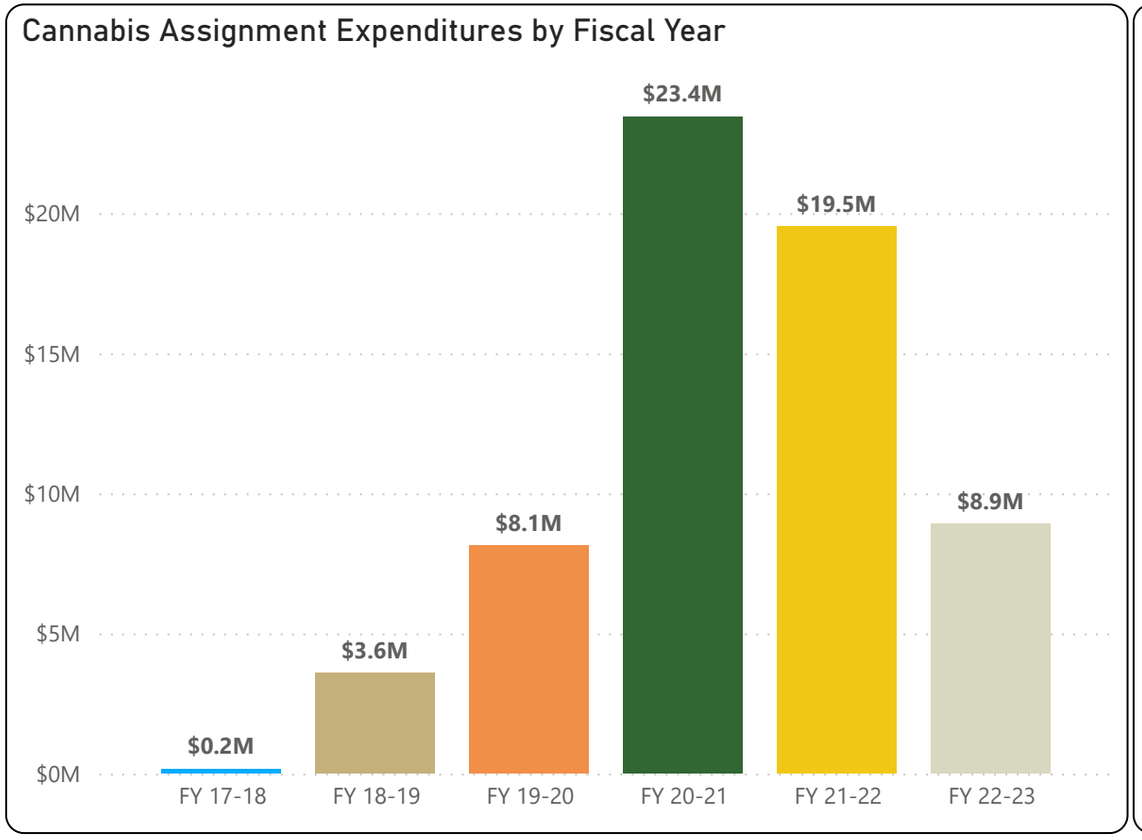
Outcome of Compliance Inspection

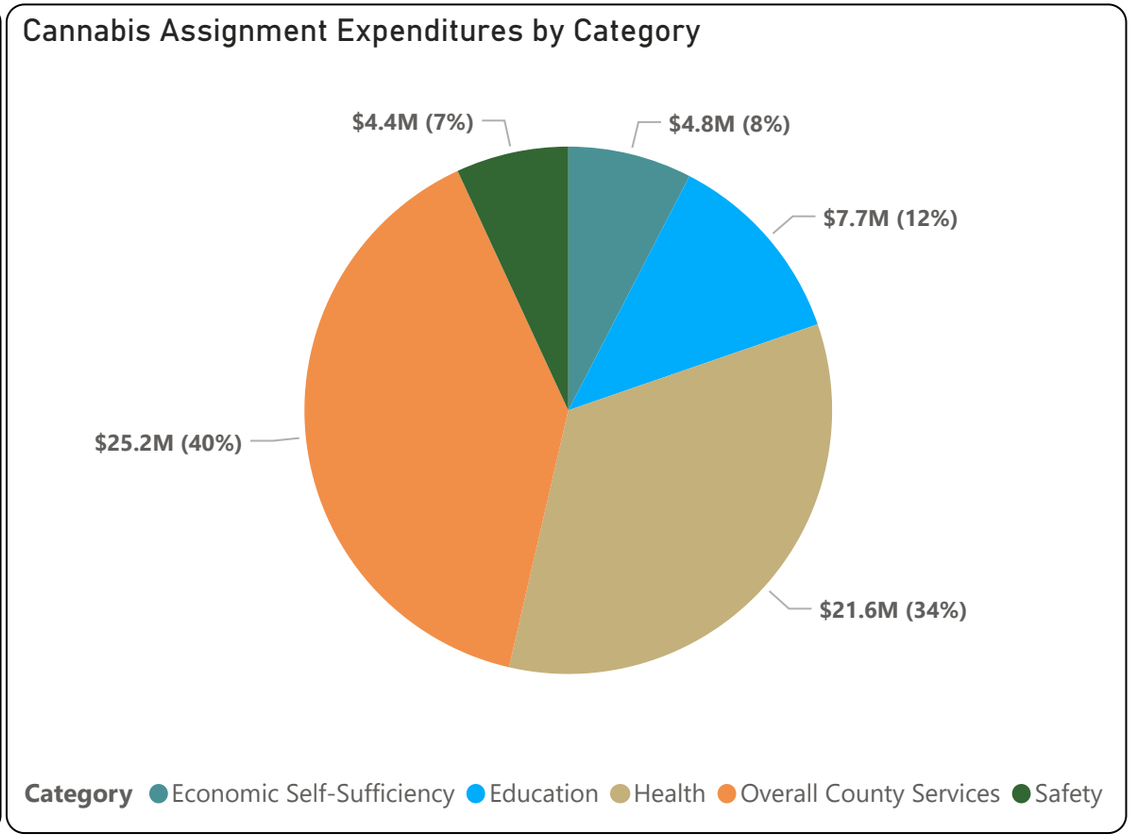


**This does not sum to the totals of each fiscal year in the top left chart because departments may have had different outcomes.*

CANNABIS PROGRAM
MONTEREY COUNTY

Cannabis Assignment Expenditures





CANNABIS PROGRAM
MONTEREY COUNTY

Industry Indicators

Annualized Cannabis Cultivation Figures

Fiscal Year	Canopy	Acreage	Tax Revenue
FY 17-18	**1,427,278**	**33**	**$5,559,749**
Indoor	57,413	1	$459,304
Mixed Light	932,645	21	$4,663,225
Nursery	437,220	10	$437,220
FY 18-19	**3,663,044**	**84**	**$14,805,858**
Indoor	98,758	2	$790,064
Mixed Light	2,612,877	60	$13,064,385
Nursery	951,409	22	$951,409
FY 19-20	**4,043,197**	**93**	**$16,225,673**
Indoor	91,100	2	$728,799
Mixed Light	2,886,194	66	$14,430,972
Nursery	1,065,903	24	$1,065,903
FY 20-21	**4,501,517**	**103**	**$17,703,801**
Indoor	94,056	2	$752,448
Mixed Light	3,135,973	72	$15,679,865
Nursery	1,271,488	29	$1,271,488
FY 21-22	**4,618,872**	**106**	**$11,268,228**
Indoor	83,786	2	$389,416
Mixed Light	3,099,396	71	$9,443,122
Nursery	1,435,690	33	$1,435,690
FY 22-23	**4,038,260**	**93**	**$5,972,441**
Indoor	89,965	2	$230,761
Mixed Light	2,670,462	61	$4,647,094
Nursery	1,277,833	29	$1,094,586
Total			**$71,535,749**

Monthly Wholesale Flower Pricing by Cultivation/Sales Type

Type	January	February	March	April	May	June	July	August	September	October	November
All Indoor											
# of Licensees	10	10	8	7	7	8	7	4	7	10	6
Price/Lb.	$1,111	$1,177	$966	$1,093	$1,207	$946	$902	$810	$915	$1,007	$739
Volume (Lbs.)	1,303	1,370	612	613	472	794	843	743	888	2,283	709
All Mixed Light											
# of Licensees	21	19	18	15	22	17	16	16	13	18	15
Price/Lb.	$442	$471	$410	$439	$430	$393	$365	$344	$312	$278	$398
Volume (Lbs.)	11,094	6,781	12,536	7,792	15,934	19,349	18,393	16,612	19,860	43,839	31,391

Cannabis Industry Workforce*

Reporting Period	# of Employees	# of FTEs
Q2 of CY 2021	2,391	
Q1 of CY 2022	2,015	
Q2 of CY 2022	1,405	

*Employee counts prior to 2023 assume full-time employment of 40 hours a week. Staff is working with the industry to provide full time equivalency (FTE) in future updates.

Approved Canopy Modifications

FiscalYear	Decrease	Increase	**Total**
FY 19-20	7	11	**18**
FY 20-21	3	22	**25**
FY 21-22	14	15	**29**
FY 22-23	9	5	**14**
Total	**33**	**53**	**86**

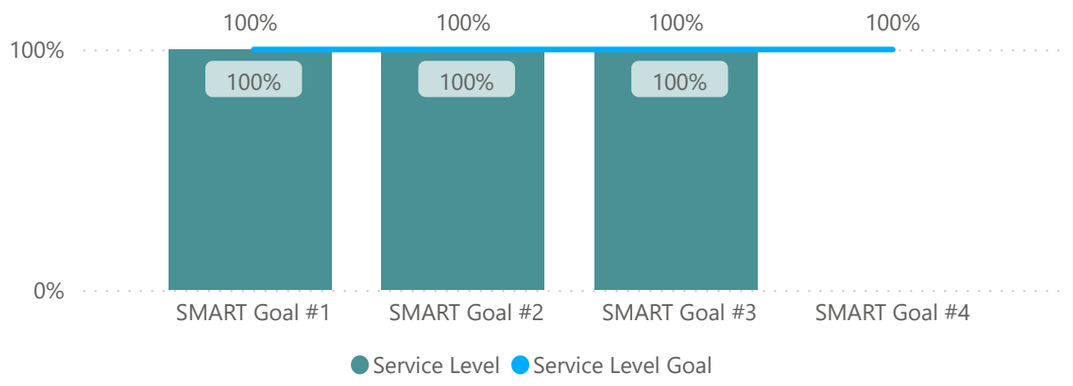
Business Closures (CBPs)

Reason for Closure	2019	2020	2021	2022	**Total**
Acquisition		1	2	2	**5**
Enforcement action	2		1		**3**
Insolvency		7	3	14	**24**
Operation never began		1	3	1	**5**
Total	**2**	**9**	**9**	**17**	**37**

CANNABIS PROGRAM
MONTEREY COUNTY

SMART Goals and Performance Measures for Q2 of FY 22-23

Cannabis Program SMART Goals and Service Levels



**41 PCBPs were issued in the reporting period for SMART Goal #3. No PCBPs are eligible for renewal in the reporting period for SMART Goal #4.*

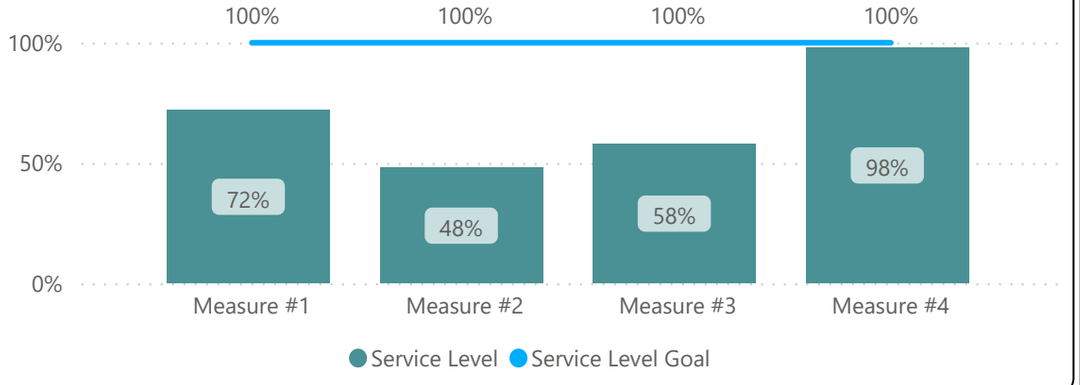
SMART Goal #1: Issuing a CBP
The Cannabis Program will issue a CBP within 3 business days of the Operator submitting a complete CBP Initial Application and satisfying departmental requirements, in addition to the Property Owner receiving a fully cleared Land Use Entitlement.

SMART Goal #2: Renewing a CBP
The Cannabis Program will renew CBPs within 3 business days of the Operator submitting a complete CBP Renewal Application and satisfying departmental requirements.

SMART Goal #3: Providing local authorization using the PCBP
No later than January 1, 2023, up to 100 Operators who have not obtained a CBP will be issued a Provisional CBP under Good Standing criteria expiring one year from its issuance date.

Draft SMART Goal #4: Providing renewal of the PCBP
The Cannabis Management Team will review outstanding requirements related to the Land Use Entitlement and the Cannabis Business Permit. Only those that have completed critical requirements and/or made significant progress to complete will be issued a one-time renewal of the PCBP expiring January 1, 2024 for Class A Provisional Cannabis Permittees and January 1, 2026 for Class B Provisional Cannabis Permittees.

HCD Key Performance Measures and Service Levels



Key Performance Measure #1: Building permit plan check
Housing and Community Development will complete the review of plans submitted with building permits within 6-8 weeks.

Key Performance Measure #2: Environmental Services permit plan review
Environmental Services permit plan review completed within 6-to-8-week timelines.

Key Performance Measure #3: Engineering Services permit plan review
Engineering Services permit plan review completed within 6-to-8-week timelines.

Key Performance Measure #4 Construction permit inspections
Housing and Community Development will complete construction permit inspections within one working day of the request.

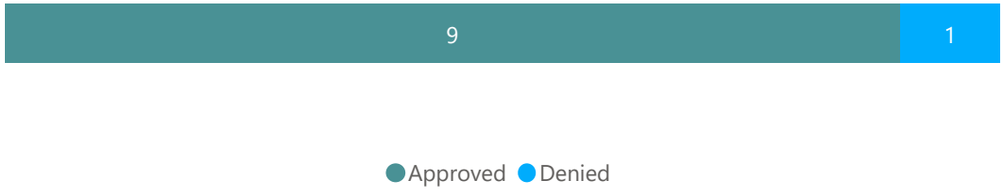
CANNABIS PROGRAM
MONTEREY COUNTY

Local Jurisdiction Assistance Grant

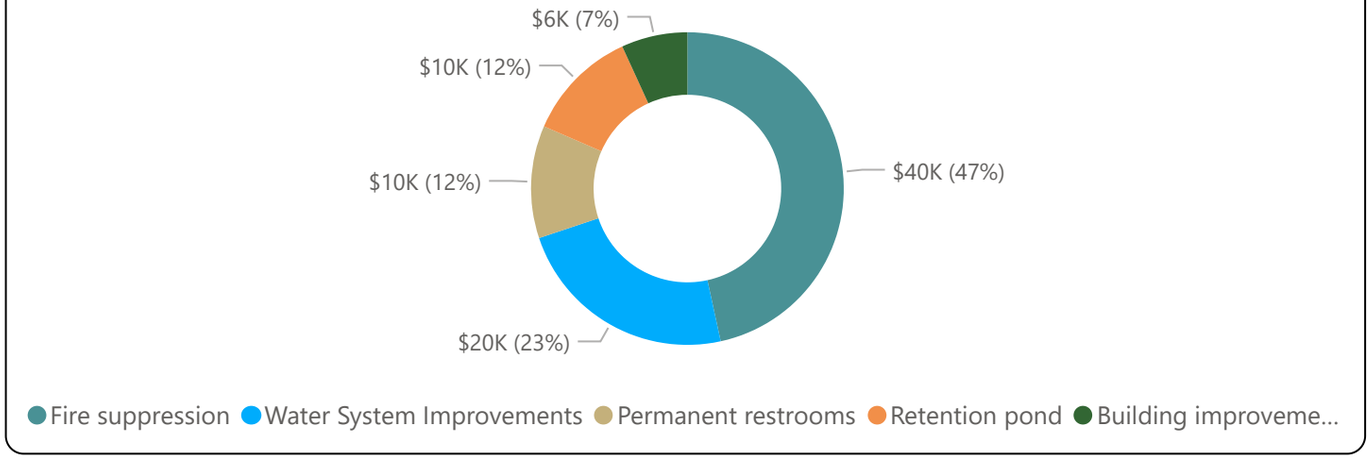
Budget Overview

Allocation	Amount Budgeted	Amount Utilized
Accela Automation Improvements	$35,000	$12,825
CEQA studies for District 5, Equity/RRR Programs	$400,035	
Implement local equity program	$355,560	
Ordinance amendment work	$119,800	
Passthrough funding for operators	$826,640	$85,873
Total	**$1,737,035**	**$98,698**

of Pass Through Funding Applications Received



Approved Reimbursements by Category



Introduced: 1/24/2023

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Information Officer to execute non-standard California Multiple Award Schedules (CMAS) for Information Technology Goods & Services with Johnson Electronics (CMAS 3-19-84-0084A), awarded vendor for Genetec Incorporated Security-Access Control Systems, network connectivity and other technology products and services retroactive to July 11, 2019, through May 21, 2023, for a total contract amount of $2,000,000; and
b. Authorize the Chief Information Officer or his designee to execute order forms and such documents as necessary to implement the agreement with Johnson Electronics for purchase of Technology Goods & Services; and
c. Accept non-standard contract provision as recommended by the Chief Information Officer or his designee; and
d. Authorize the Chief Information Officer or his designee to execute five (5) amendments to the agreement, subject to CMAS renewal terms and County Counsel review, extending the term by one (1) year per amendment, where the amount of each amendment does not exceed ten percent (10%) per amendment, and where the amendments do not significantly change the scope of work or the terms of the Agreement.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Chief Information Officer to execute non-standard California Multiple Award Schedules (CMAS) for Information Technology Goods & Services with Johnson Electronics (CMAS 3-19-84-0084A), awarded vendor for Genetec Incorporated Security-Access Control Systems, network connectivity and other technology products and services retroactive to July 11, 2019, through May 21, 2023, for a total contract amount of $2,000,000; and
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SUMMARY:
California Multiple Award Schedules (CMAS) authorize the County to procure technology related products and services negotiated through the General Services Administration (GSA) federal procurement program. GSA negotiates large multi-user contracts and drives down the costs of goods and services for State and Local Government Agencies by leveraging the volume of the federal market. The County wishes to utilize (GSA), 47QSQA18D0050, Technology Goods & Services for Genetec security-access control systems.

DISCUSSION:
The Contracts Purchasing Division administers Master Agreements (countywide service agreements) utilized by all County departments. The ability for departments to procure from Master Agreements simplifies and streamlines the contract process.

In 2019, the Resource Management Agency began implementing Genetec badging and camera systems to County department sites. Genetec offers cloud-based software that works with a wide range of industry-leading access control and monitoring hardware, including readers, controllers, electronic locks and cameras. It is an Internet Protocol (IP) based system in which security is provided by recognizing devices based on their IP address. Due to the complexity of this service and to ensure conformity throughout the County, the Information Technology Department (ITD) took the lead on this project, working with departments to implement badging systems as requested. Once a department implements a new badging system, ITD supports the Genetec application on the network.

When procuring these types of services, the Contracts Purchasing Division creates Master Agreements to allow departments to procure the same service with the same rate structure, saving the departments time and resources. The Contracts Purchasing Division created Master Agreement 176 for County Departments to utilize Genetec services with Johnson Electronics through the CMAS program. However, the Master Agreement was not approved by the Board.
CMAS 3-19-84-0084A offers a cooperative agreement based on GSA multiple award schedule 47QSQA18D0050 for Technology Goods & Services, which have been competitively assessed and negotiated. CMAS agreements comply with California procurement codes, guidelines, and policies, and provide for the highest level of contractual protection and offer rates and services at or better than the GSA award schedule.
In July 2019, Master Agreement number 176 was created in the amount of $500,000. In April 2020 an additional $1,500,000 was added for a total not to exceed amount of $2,000,000. Currently, there is $1,004,979 remaining on the agreement. The departments that have utilized this Master Agreement includes the Health Department, Department of Social Services, and the Information Technology Department. Additional building sites include the Government Center and Schilling Place.

The Chief Information Officer and the Assistant County Administrative Officer are requesting the Board to approve continued use of this Master Agreement with Johnson Electronics (CMAS3-19-84-0084A), which County departments have utilized through the County's Master Agreement number 176 since July 11, 2019.

OTHER AGENCY INVOLVEMENT:
Contracts Purchasing Division approved the non-standard CMAS agreement with Johnson Electronics. County Counsel approves the agreement as to form, while noting the following non-standard provisions: non-standard termination provisions; mutual indemnification; limitations on vendor's liability to County to the amount of vendor's insurance; and non-standard records return provisions.

FINANCING:
No additional funding is required. Support needs related to FY 2022-23 have been built into the current year budget, and any funds required for future years will be built into those respective budgets.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The implementation of a county-wide Master Agreement for Genetec services streamlines the County procurement processes.

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

Prepared by: Sandra Shaffer, Management Analyst III, 759-6957

Approved by:

_____ Date: _____
Eric A. Chatham, Chief Information Officer, 759-6920

_____ Date: _____
Dewayne Woods, Assistant County Administrative Officer, 755-5309

Attachments:
Johnson Electronics CMS

DocuSign Envelope ID: 2275CF24-96C3-4523-BAE2-561F9CE8B6E0

Introduced: 1/24/2023
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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

Prepared by: Sandra Shaffer, Management Analyst III, 759-6957

Approved by:

DocuSigned by:
Eric Chatham
747D862C7BD04AE...
Date: 1/27/2023 | 7:14 PM PST
Eric A. Chatham, Chief Information Officer, 759-6920

DocuSigned by:
Dewayne Woods
4BFB69CD28F4491...
Date: 1/28/2023 | 9:16 AM PST
Dewayne Woods, Assistant County Administrative Officer, 755-5309

Attachments:
Johnson Electronics CMS

DocuSign Envelope ID: D66F7134-E1B9-4AF2-BB0D-E018BCA567EA

June 12, 2019

Ms. Shawna Johnson
Johnson Electronics
78A Malarin Street
Salinas, CA 93901

Subject: Johnson Electronics' California Multiple Award Schedule (CMAS)

CMAS Number: **3-19-84-0084A**
CMAS Term Dates: **June 12, 2019 through May 21, 2023**
Base GSA Schedule No.: **47QSWA18D0050**

The State of California is pleased to accept your firm's offer to establish a California Multiple Award Schedule (CMAS), which we have assigned the CMAS number and term dates identified above. This CMAS number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this CMAS.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS to State and local government agencies. A copy of this CMAS can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following: **1)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **2)** CMAS terms and conditions, **3)** Federal GSA (or Non-GSA) terms and conditions, and **4)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with CMAS contractors who provide ALL of the elements described above.

To manage this CMAS, contractors are directed to the "CMAS Management and Information Guide", which can be accessed at https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, CMAS contractor's change in contact information, company name change requests, and marketing your CMAS.

It is the CMAS contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CMAS IS Q2-2019 (APR-JUN)
DUE BY JUL 15, 2019.

The "Approved CMAS Contractor" logo is only available to CMAS holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-a-California-Multiple-Award-Schedules, then select "Apply to become a CMAS supplier"; click on "CMAS Logos" under the heading "Resources". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this CMAS, please contact me at (916) 375-4391. Thank you for your continued cooperation and support of the CMAS Program.

BRYAN DUGGER, Program Analyst
California Multiple Award Schedules Unit

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DocuSign Envelope ID: D66F7134-E1B9-4AF2-BB0D-E018BCA567EA

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

Johnson Engineered Systems, Inc.
d.b.a.
Johnson Electronics

CMAS NUMBER:	**3-19-84-0084A**
CMAS TERM DATES:	6/12/2019 through 5/21/2023
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	March 15, 2018
MAXIMUM ORDER LIMIT:	State Agencies: **See Purchasing Authority Dollar Threshold provision** Local Government Agencies: **Unlimited**
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	47QSWA18D0050
BASE SCHEDULE HOLDER:	Genetec Inc

This CMAS provides for the purchase, warranty, and installation of physical access control systems and facility management system. (See page 2 for the restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf. This requirement is not applicable to local government entities.

The services provided under this CMAS are only in support of the products covered by this CMAS.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated March 15, 2018.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

Effective Date: **6/12/2019**

BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

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CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
JOHNSON ELECTRONICS
CMAS NO. 3-19-84-0084A

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS and the base contract identified below for the products and/or services available on this CMAS.

Brand-HID
Brand-Mercury
ID-Badge
Security-Access Control System
Security-CCTV System
Security-Smart Cards
Video-Surveillance Camera
Security-Components
Security-Management Systems
Security-Software
Security-Surveillance System

AVAILABLE PRODUCTS AND/OR SERVICES

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Ancillary supplies and/or services, and order-level materials are not available under this CMAS.

CMAS BASE CONTRACT

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule No. 47QSWA18D0050 (GENETEC INC) with a GSA term of 5/22/2018 through 5/21/2023.

Replace "Genetec Inc" with "Johnson Electronics" where "Genetec Inc" is referenced in the federal GSA multiple award Contract Terms and Conditions.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be either mailed, faxed, or emailed to the following:

Johnson Electronics
78A Malarin Street
Salinas, CA 93901
Attn: Bryan Johnson

Fax: (831) 424-3691
E-mail: bryan@johnson-electronics.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: Bryan Johnson
Phone: (831) 424-6459
E-mail: bryan@johnson-electronics.com

CALIFORNIA SELLER'S PERMIT

Johnson Electronics' California Seller's Permit No. is 100376594. Prior to placing an order with this company, agencies must verify that this permit is still valid at the following website: cdtfa.ca.gov/.

CMAS PRICES

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 2 of this CMAS.

The ordering agency is encouraged to seek prices lower than those on this CMAS. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contains quantity discounts. See the base GSA schedule for the specific percent of discount.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

30 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Unless otherwise determined by in individual ordering agency purchasing authority, order limits for the purchase of goods and/or services is:

Information Technology Goods and Services:
$500,000

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority.

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HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FI$Cal, Chapter 5 (FI$Cal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules, select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FI$Cal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under $10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

   Std. 65 Purchase Documents – State departments not transacting in FI$Cal must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the DGS-PD website at https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx (select Standard STD Forms).

   FI$Cal Purchase Documents – State departments transacting in FI$Cal will follow the FI$Cal procurement and contracting procedures.

2. Local Governmental Departments:

   Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order).

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3. **Multiple CMAS Agreements on a Single Purchase Order**

Agencies wishing to include multiple CMAS(s) on a single FI$Cal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word "CMAS" in the space usually reserved for the contract number. On Std. 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

4. **Amendments to Agency's Purchase Orders**

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FI$Cal, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

> Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FI$Cal, Chapter 5.A4.1 as follows:

> If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed $250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CMAS CONTRACTOR OWNERSHIP INFORMATION

Johnson Electronics is a certified small business enterprise. Their Office of Small Business and DVBE Services (OSDS) certification #41076 expires on 5/31/2020.

If this certification has expired, the current expiration date for this company's certification should be verified at: caleprocure.ca.gov/pages/index.aspx or by contacting the Office of Small Business and DVBE Services at (916) 375-4940. Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS small business and Disabled Veteran Partners: https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services **waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.** See the current fees in the DGS Price Book at: https://www.dgs.ca.gov/OFS/Price-Book.

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SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified small business or DVBE. The CMAS contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.

2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:

   a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.

   b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:

   - List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
   - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
   - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
   - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

ELECTRONIC WASTE RECYCLING

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste), to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in State Administrative Manual (SAM) § 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through the DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse. State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment, per the definitions provided in the State Administrative Manual Management Memo MM 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (STD. 152).

Please see State Administrative Manual (SAM) § 3520.10 for more information on this policy.

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Information for submitting a STD 152 can be found on the DGS OFAM surplus property website:

https://www.dgs.ca.gov/RESD/Resources/Page-Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-Surplus-Property-Homepage

Information on the CALPIA E-Waste Program can be found at:
www.calpia.ca.gov/products-services/e-waste-recycling-computer-refurbishing

The E-Waste Exemption Request Form EWR-F029 can be found at:
www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption_EWR-F029.pdf

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) § 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESD) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. **The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.**

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works is not less than one hundred percent (100%) of the purchase order price.

NOTE: In accordance with Labor Code (LC) § 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774.

Bonds: For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor's License shown below is still active and in good standing.

Johnson Electronics' California Contractor's License number is 850025. This is a Class C-7, C10 license that is valid through 11/30/2020.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI$Cal, Chapter 2, Section 2.E3.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

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Category 1 - Critical Software: Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

Cost	Installation	Final Bid Submission
More than $100,000	8 months	6 months
$10,000 up to $100,000	4 months	3 months
Less than $10,000	1 month	1 month

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

Cost	Installation	Final Bid Submission
More than $100,000	6 months	4 months
$10,000 up to $100,000	4 months	3 months
Less than $10,000	1 month	1 month

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the CMAS, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

NOT SPECIFICALLY PRICED (NSP) ITEMS

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.

2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.

3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.

4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.

5. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or $25,000 whichever is lower.

6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.

7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this CMAS:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI$Cal, Chapter 2, Section 2.E3.2.

4. Any other item or class of items specifically excluded from the scope of this CMAS.

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5. Public Works components NOT incidental to the total purchase order amount.

6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.

7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The CMAS contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that *every* possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

1. **Payment Terms**

   Payment terms for this CMAS are net 45 days.

   Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. **Payee Data Record (Std. 204)**

   State Agencies not transacting in FI$Cal, must obtain a copy of the Payee Data Record (Std. 204) in order to process payments. State Ordering Agencies forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

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3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at: https://www.dgs.ca.gov/OFS/Price-Book.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

Johnson Electronics does not accept the State of California credit card (CAL-Card).

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS $Mart State Financial Marketplace. Buyers may contact the GS $Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

8. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS $Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

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CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules, and then select "File a CMAS Quarterly Report".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).
- New CMAS agreements, renewals, extensions, and modifications will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The CMAS contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Federal GSA (or Non-GSA) terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

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It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

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ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: 916-376-5127 (CALNET 480-5127)

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922, or 7-1-1
Speech to Speech Service: 1-800-854-7784

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Company Name: _____

CMAS Number: _____

For Questions Regarding This Report Contact:

Name: _____

Phone Number: _____

E-mail: _____

Reporting Calendar Year: _____ **Revision** ☐

Reporting Quarter:

Q1 (Jan-Mar) ☐

Q2 (Apr-Jun) ☐

Q3 (Jul-Sep) ☐

Q4 (Oct-Dec) ☐

Check Here if No New Orders for This Quarter ☐

State Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: $ _____

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: $ _____ **1% Remitted to DGS (does not apply to CA certified S/Bs): $** _____

Total of State and Local Government Agency Dollars Reported for this Quarter: $ _____

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ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
6. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
7. **Agency Address** - Identify the ordering agency's address on the purchase order.
8. **Phone Number** - Identify the phone number for the ordering agency's contact person.
9. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
10. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
11. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS, each quarter, even if there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

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ATTACHMENT C

Labor Category Description

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CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.
   a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
   b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
   c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.
   d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
   e) **"Buyer"** means the State's authorized contracting official.
   f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
   g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
   h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
   i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
   j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
   k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
   l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
   m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
   n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
   o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
   p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).
   q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
   r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
   s) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

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CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

t) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.

u) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.

v) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

w) **"Machine"** means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

x) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.

y) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.

z) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.

aa) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.

bb) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.

cc) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

dd) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.

ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.

ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.

gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.

hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).

ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.

jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.

kk) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.

ll) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.

mm) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

nn) **"System"** means the complete collection of Hardware, Software and services as described in this Contract,

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integrated and functioning together, and performing in accordance with this Contract.

oo) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. **CONTRACT FORMATION:** If this Contract results from a Letter of Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.

3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
   a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
   b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
   d) If this Contract is in excess of $554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
   e) To the extent that this Contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.

8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
   a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. **CMAS – ASSIGNMENT:**
   a) This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, State will

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not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

b) Should the State desire financing of the assets provided hereunder through GS$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. **CMAS – ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
    a) These General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
    b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
    c) Other Special Provisions;
    d) Federal GSA (or other multiple award) terms and conditions;
    e) Statement of work, including any specifications incorporated by reference herein; and
    f) All other attachments incorporated in the Contract by reference.

12. **PACKING AND SHIPMENT:**
    a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
        i) show the number of the container and the total number of containers in the shipment; and
        ii) the number of the container in which the packing sheet has been enclosed.
    b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
    c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
    a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
    b) If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
    c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. **DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

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CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

15. **SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

16. **INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:
    a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
    b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
    c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
    d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
    e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

17. **SAMPLES:**
    a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
    b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

18. **CMAS – WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.
    a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
    b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.
    c) Unless otherwise specified in the Statement of Work:
        (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.

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(ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.

(iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through an such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.

d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.

e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:

i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or

ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."

f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

20. **INSURANCE:** The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

21. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.

b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.

c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR, SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. **TERMINATION FOR THE CONVENIENCE OF THE STATE:**

a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

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b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
   (i) Stop work as specified in the Notice of Termination.
   (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
   (iii) Terminate all subcontracts to the extent they relate to the work terminated.
   (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;

c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.

d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.

e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
   (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
   (ii) The total of:
      A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
      B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
      C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. **TERMINATION FOR DEFAULT:**

a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
   i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
   ii) Make progress, so that the lack of progress endangers performance of this Contract; or
   iii) Perform any of the other provisions of this Contract.

b) The State's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.

c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.

d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
   (i) completed Deliverables,
   (ii) partially completed Deliverables, and,
   (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other

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materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.

h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. **FORCE MAJEURE:** Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

a) Acts of God or of the public enemy, and

b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. **RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**

a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.

b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.

c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").

d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

26. **LIMITATION OF LIABILITY:**

a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule Contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.

b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations"; (ii) to liability under the General Provisions entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.

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CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
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27. **CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
    a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
    b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. **INDEMNIFICATION:** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:
    a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
    b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. **TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. **NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.

33. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without

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obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. **NEWS RELEASES:** Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. **DOCUMENTATION**
   a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
   b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. **RIGHTS IN WORK PRODUCT:**
   a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
   b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.
   c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
   d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
   e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. **SOFTWARE LICENSE:** Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").
   a) The State may use the Software Products in the conduct of its own business, and any division thereof
   b) The license granted above authorized the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machined-readable form, on any other State CPU until the designated CPU is returned to operation.

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c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.

d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

39. **PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:** The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act. The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed. The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

40. **RIGHT TO COPY OR MODIFY:**
a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.

b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.

41. **FUTURE RELEASES:** Unless otherwise specifically provided in the Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price not greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

42. **ENCRYPTION/CPU ID AUTHORIZATION CODES:**
a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.

b) In case of an inoperative CPI, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.

c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.

43. **PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**
a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section. The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

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Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.

b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

(i) The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,

(ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or

(iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or

(iv) The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.

d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

44. DISPUTES:

a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.

b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this

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Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in the subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. **STOP WORK:**

a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

(i) Cancel the Stop Work Order; or

(ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

(i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and

(ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

46. **EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

47. **FOLLOW-ON CONTRACTS:**

a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:

(i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any

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subject of such Technical Consulting and Direction; and

(ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.

b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
   (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
   (ii) development or design of test requirements;
   (iii) evaluation of test data;
   (iv) direction of or evaluation of another Contractor;
   (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
   (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
   (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
   (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.

d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

48. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

49. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

50. **NONDISCRIMINATION CLAUSE:**
   a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
   b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

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CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

51. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** The Contractor swears 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 the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

52. **ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
    a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 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, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
    b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
    c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
        (i) the assignee has not been injured thereby, or
        (ii) the assignee declines to file a court action for the cause of action.

53. **DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
    a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
    b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
        (i) the dangers of drug abuse in the workplace;
        (ii) the person's or organization's policy of maintaining a drug-free workplace;
        (iii) any available counseling, rehabilitation and employee assistance programs; and,
        (iv) penalties that may be imposed upon employees for drug abuse violations.
    c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
        (i) will receive a copy of the company's drug-free policy statement; and,
        (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

54. **FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

55. **SWEATFREE CODE OF CONDUCT:**
    a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
    b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

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CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

56. **RECYCLED CONTENT REQUIREMENTS:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of postconsumer material as defined in the Public Contract Code (PCC) Section 12200-12209, in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

57. **CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of $100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
    a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
    b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

58. **AMERICAN WITH DISABILITIES ACT:** The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

59. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

60. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

61. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to Contract with the State.

62. **DOMESTIC PARTNERS:** For Contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code Section 10295.3.

63. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
    a) If for this Contract the Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
    b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

64. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).).

ADDITIONAL CMAS TERMS AND CONDITIONS

65. **CMAS – CONTRACTOR'S LICENSE REQUIREMENTS:** Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-

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Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is $500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

66. **CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):**

a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of $5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price.

b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.

c) The Contractor hereby certifies by signing this Contract that:

i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein;

ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.

d) Laws to be Observed

i) Labor

Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty ($50.00) for each calendar day, or portions thereof, for each worker paid by him or subcontractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five ($25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.

ii) Worker's Compensation Insurance

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in Section 1776 of the California Labor Code.

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CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

67. **CMAS – TERMINATION OF CMAS CONTRACT:**
    a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
    b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the CMAS Contract, the CMAS Contract shall also be considered terminated on the same date.
    c) Prior to the expiration of this CMAS Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
    d) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

68. **CMAS – CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.

69. **CMAS – Debarment Certification (Federally Funded Contracts):** When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

70. **CMAS – PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 day notice, and are subject to the following:
    a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
    b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
    c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

71. **CMAS – CONFLICT OF INTEREST:**
    a) Current State Employees (Public Contract Code Section 10410):
        i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
        ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
    b) Former State Employees (Public Contract Code Section 10411):
        i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
        ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

72. **CMAS – SUBCONTRACTING REQUIREMENTS:**
Any subcontractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract (order), and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract (order), as applicable.

73. **CMAS – RENTAL AGREEMENTS:**

The State does not agree to:
- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

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If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

74. **CMAS – LEASE (Lease $Mart ™):** If an agency desires to lease through Lease $Mart ™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.

75. **CMAS – PROGRESS PAYMENTS & RISK ASSESSMENT:** In accordance with PCC 12112 agencies are required to withhold not less than 10 percent of the Contract price until final delivery and acceptance of the Goods or services, for any Contract that provides for progress payments in a Contract for IT Goods or services to be manufactured or performed by a Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor's business.

    Interim Risk Assessment guidelines and financial protection measures are detailed in PCC 12112 for agencies to use to determine their applicability to agency projects.

76. **CMAS – QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

77. **CMAS – CONTRACTOR EVALUATION:** In accordance with PCC 10367 and 10369, performance of the Contractor under orders issued against this Contract will be evaluated. The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the DGS, Office of Legal Services.

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CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Software as a Service)

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND SHOULD BE ACCOMPANIED BY, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). SECURITY REQUIREMENTS DESIGNATED IN THIS DOCUMENT ARE ASSUMING A NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) LOW CLASSIFICATION, UNLESS OTHERWISE SET FORTH IN THE SOW. A HIGHER CLASSIFICATION MAY REQUIRE DIFFERENT SECURITY REQUIREMENTS. STATE AGENCIES MUST FIRST:

A. **CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;**
B. **CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;**
C. **MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.**

1. Definitions

a) "**Cloud Software as a Service (SaaS)**" - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

b) "**Cloud Platform as a Service (PaaS)**" - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

c) "**Cloud Infrastructure as a Service (IaaS)**" - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).

d) "**Data**" - means any information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.

e) "**Data Breach**" - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.

f) "**Encryption**" - Conversion of plaintext to ciphertext through the use of a Federal Information Processing Standards (FIPS) validated cryptographic algorithm. [FIPS 140-2]

g) "**Recovery Point Objective (RPO)**" - means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO is detailed in the SLA.

h) "**Recovery Time Objective (RTO)**" - means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.

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CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Software as a Service)

Terms

2. SaaS AVAILABILITY: Unless otherwise stated in the Statement of Work,

a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work.
c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
d) Contractor shall provide advance written notice to the State in the manner set forth in the Statement of Work of any major upgrades or changes that will affect the SaaS availability.

3. DATA AVAILABILITY: Unless otherwise stated in the Statement of Work,

a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work if the State is unable to access the Data as a result of:
    1) Acts or omission of Contractor;
    2) Acts or omissions of third parties working on behalf of Contractor;
    3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
    4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.

4. SaaS and DATA SECURITY:

a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:
    1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
    2) Compliance with the following:
        i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
        ii. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request;
        iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Contractor's plan to correct any negative findings and implementation progress reports shall be made available to the State upon request; and
        iv. Privacy provisions of the Federal Privacy Act of 1974;

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3) Compliance with industry standards and guidelines applicable to the SaaS services being provided. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.

c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.

d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.

e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.

f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance in writing by:
   1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
   2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer.

5. ENCRYPTION: Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

6. DATA LOCATION: Unless otherwise stated in the Statement of Work and approved in advance in writing by:
1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer, the physical location of Contractor's data center where the Data is stored shall be within the continental United States.

7. RIGHTS TO DATA: The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

8. TRANSITION PERIOD:

a) Unless otherwise stated in the SOW, for ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").

b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.

c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.

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d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.
e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

9. DATA BREACH: Unless otherwise stated in the Statement of Work,

a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
    1) The nature of the Data Breach;
    2) The Data accessed, used or disclosed;
    3) The person(s) who accessed, used, disclosed and/or received Data (if known);
    4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
    5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

10. DISASTER RECOVERY/BUSINESS CONTINUITY: Unless otherwise stated in the Statement of Work,

a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided

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to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contactor shall inform the State of:

1) The scale and quantity of the Data loss;
2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
3) What corrective action Contractor has taken or will take to prevent future Data loss.
4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.

b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

11. EXAMINATION AND AUDIT: In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:

a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.
b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
    1) Operating system/network vulnerability scans,
    2) Web application vulnerability scans,
    3) Database application vulnerability scans, and
    4) Any other scans to be performed by the State or representatives on behalf of the State.
c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

12. DISCOVERY: Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

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STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Infrastructure as a Service and Platform as a Service)

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR INFRASTRUCTURE AS A SERVICE (IaaS) AND PLATFORM AS A SERVICE (PaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND ACCOMPANIED BY, AT MINIMUM, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). STATE AGENCIES MUST FIRST:

A. **CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;**
B. **CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;**
C. **MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.**

1. **DEFINITIONS:**

a. "Authorized Persons" means the Service Provider's employees, Contractors, subcontractors or other agents who need to access the State's Data to enable the Service Provider to perform the services required.

b. "Data Breach" means the unauthorized access that results in the use, disclosure, destruction, modification, loss or theft of the State's unencrypted Personal Data or Non-Public Data.

c. "Individually Identifiable Health Information" means Information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

d. "Infrastructure-as-a-Service" (IaaS) means the capability provided to the consumer is to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed application; and possibly limited control of select networking components (e.g., host firewalls).

e. "Non-Public Data" means data submitted to the Service Provider's IaaS or PaaS Service, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, regulation or policy from access by the general public as public information.

f. "Personal Data" means data submitted to the Service Provider's IaaS or PaaS Service that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.

g. "Platform-as-a-Service" (PaaS) means the capability provided to the consumer to deploy onto the cloud infrastructure consumer- created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

h. "Protected Health Information" (PHI) means Individually Identifiable Health Information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA) as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

i. "Security Incident" means the potentially unauthorized access to Personal Data or Non-Public Data the Service Provider believes could reasonably result in the use, disclosure or theft of the State's unencrypted Personal Data or Non-Public Data within the possession or control of the Service Provider. A Security Incident may or may not turn into a Data Breach.

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j. "Service Level Agreement" (SLA) means a written agreement between both the State and the Service Provider that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, how disputes are discovered and addressed, and (6) any remedies for performance failures.

k. "Service Provider" means the Contractor, subcontractors, agents, resellers, third parties and affiliates who are providing the services agreed to under the Contract.

l. "State Data" means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Service Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Service Provider.

m. "State Identified Contact" means the person or persons designated in writing by the State to receive Security Incident or Data Breach notification.

n. "Statement of Work" (SOW) means a written statement in a Contract that describes the State's service needs and expectations.

2. **DATA OWNERSHIP:**

The State will own all right, title and interest in State Data that is related to the services provided by this Contract. The Service Provider shall not access State user accounts or State Data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Contract, (4) at the State's written request or (5) as required by law.

3. **DATA PROTECTION:**

Protection of personal privacy and data shall be an integral part of the business activities of the Service Provider to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity and availability of State information within its control and comply with the following conditions:

a. In addition to the Compliance with Statues and Regulations provisions set forth in the General Provisions – Information Technology, the Service Provider shall comply as required with:

i. The California Information Practices Act (Civil Code Sections 1798 et seq).
ii. NIST Special Publication 800-53 Revision 4 or its successor.
iii. Privacy provisions of the Federal Privacy Act of 1974.

b. All State Data obtained by the Service Provider within its control in the performance of this Contract shall become and remain the property of the State.

c. Unless otherwise set forth in the SOW and/or SLA, Personal Data and Non-Public Data shall be encrypted at rest, in use, and in transit with controlled access. The SOW and/or SLA will specify which party is responsible for encryption and access control of the State Data for the service model under Contract. If the SOW and/or SLA and the Contract are silent, then the State is responsible for encryption and access control.

d. Unless otherwise set forth in the SOW and/or SLA, it is the State's responsibility to identify data it deems as Non-Public Data to the Service Provider. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this Contract.

e. At no time shall any Personal Data and Non-Public Data or processes — which either belong to or are intended for the use of State or its officers, agents or employees — be copied, disclosed or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction without the express written consent of the State except as permitted in Section 2 above.

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f. **(For PaaS Only)** Encryption of Data at Rest: The Service Provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data and Non-Public Data, unless the Service Provider presents a justifiable position approved by the State that Personal Data and Non-Public Data must be stored on a Service Provider portable device in order to accomplish work as defined in the SOW and/or SLA.

4. DATA LOCATION:

The Service Provider shall provide its services to the State and its end users solely from data centers in the continental United States. Storage of State Data at rest shall be located solely in data centers in the continental United States. The Service Provider shall not allow its personnel or contractors to store State Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Service Provider shall permit its personnel and contractors to access State Data remotely only as required to provide technical user support or other customer support. The Service Provider may provide technical user support or other customer support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this Contract.

5. SECURITY INCIDENT OR DATA BREACH NOTIFICATION:

The Service Provider shall inform the State of any Security Incident or Data Breach related to State Data within the possession or control of the Service Provider and related to the service provided under this Contract.

a. Security Incident Reporting Requirements: Unless otherwise set forth in the SOW and/or SLA, the Service Provider shall promptly report a Security Incident related to its service under the Contract to the appropriate State Identified Contact as defined in the SOW and/or SLA.

b. Breach Reporting Requirements: If the Service Provider has actual knowledge of a confirmed Data Breach that affects the security of any State Data that is subject to applicable Data Breach notification law, the Service Provider shall (1) promptly notify the appropriate State Identified Contact within 24 hours or sooner, unless otherwise required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

c. **(For PaaS Only)** Incident Response: The Service Provider may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing Security Incidents with the State should be handled on an urgent as- needed basis, as part of Service Provider communication and mitigation processes as mutually agreed, defined by law or contained in the Contract.

6. DATA BREACH RESPONSIBILITIES:

This section only applies when a Data Breach occurs with respect to Personal Data and/or Non-Public Data within the possession or control of a Service Provider and related to service provided under this Contract.

a. The Service Provider, unless otherwise set forth in in the SOW and/or SLA, shall promptly notify the appropriate State Identified Contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is or reasonably believes that there has been a Data Breach. The Service Provider shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach; (2) promptly implement necessary remedial measures, if necessary; and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

b. Service Provider will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Service Provider to the State Identified Contact until the Data Breach has been effectively resolved to the State's satisfaction.

c. Service Provider shall quarantine the Data Breach, ensure secure access to Data, and repair IaaS and/or PaaS as needed in accordance with the SOW and/or SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.

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d. Unless otherwise set forth in the SOW and/or SLA, if a Data Breach is a direct result of the Service Provider's breach of its Contract obligation to encrypt Personal Data and/or Non-Public Data or otherwise prevent its release, the Service Provider shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State (or Federal) law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by the Service Provider based on root cause; all [(1) through (5)] subject to this Contract's Limitation of Liability provision as set forth in the General Provisions – Information Technology.

7. NOTIFICATION OF LEGAL REQUESTS:

Unless otherwise required by law, the Service Provider shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's Data under this Contract, or which in any way might reasonably require access to State's Data. The Service Provider shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice. Unless otherwise required by law, Service Provider agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Service Provider shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

8. DATA PRESERVATION AND RETRIEVAL:

a. For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Service Provider shall assist the State in extracting and/or transitioning all State Data in the format determined by the State ("Transition Period").

b. The Transition Period may be modified in the SOW and/or SLA or as agreed upon in writing by the parties in a Contract amendment.

c. During the Transition Period, IaaS and/or PaaS and State Data access shall continue to be made available to the State without alteration.

d. Service Provider agrees to compensate the State for damages or losses the State incurs as a result of Service Provider's failure to comply with this section in accordance with the "Limitation of Liability" provision set forth in the General Provisions - Information Technology.

e. The State at its option, may purchase additional transition services as agreed upon in the SOW and/or SLA.

f. During any period of suspension, the Service Provider shall not take any action to intentionally erase any State Data.

g. The Service Provider will impose no additional fees for access and retrieval of State Data by the State during the Transition Period.

h. After termination of the Contract and the prescribed retention period, the Service Provider shall securely dispose of all State Data in all forms. State Data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods. Certificates of destruction shall be provided to the State.

9. BACKGROUND CHECKS:

As permitted or required by law, the Service Provider shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents.

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10. ACCESS TO SECURITY LOGS AND REPORTS:

a. **(For IaaS Only)** Upon request, the Service Provider shall provide reports to the State directly related to the infrastructure the Service Provider controls upon which the State account resides. Unless otherwise agreed to in the SLA, the Service Provider shall provide the State a history of all Application Program Interface (API) calls for the State account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Service Provider. The report will be sufficient to enable the State to perform security analysis, resource change tracking and compliance auditing.

b. **(For PaaS Only)** Upon request, the Service Provider shall provide reports to the State in a format as specified in the SOW and/or SLA and agreed to by both the Service Provider and the State. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

c. The Service Provider and the State recognize that security responsibilities are shared. The Service Provider is responsible for providing a secure infrastructure. The State is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SOW and/or SLA.

11. CONTRACT AUDIT:

The Service Provider shall allow the State to audit conformance to the Contract terms. The State may perform this audit or Contract with a third party at its discretion and at the State's expense.

12. DATA CENTER AUDIT:

The Service Provider shall undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit of its data centers, or its successor at its own expense. The Service Provider shall provide a redacted version of the audit report and Contractor's plan to correct any negative findings upon request. The Service Provider may remove its proprietary information from the redacted version.

13. CHANGE CONTROL AND ADVANCE NOTICE:

The Service Provider shall give advance notice (as agreed to by the parties and included in the SOW and/or SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that is expected to materially and negatively impact service availability and performance, as well as any planned downtime for such upgrades. A major upgrade is a replacement of hardware, software or firmware ware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number. Service Provider may change the features and functionality of the services, without degrading them, to make improvements, address security requirements and comply with changes in law.

14. SECURITY PROCESSES:

The Service Provider shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Service Provider. The State and the Service Provider shall understand each other's roles and responsibilities, which shall be set forth in the SOW and/or SLA.

15. IMPORT AND EXPORT OF DATA:

The State shall have the ability to import or export data in whole or in part at its discretion without interference from the Service Provider. This includes the ability for the State to import or export data to or from other Service Providers.

16. RESPONSIBILITIES AND UPTIME GUARANTEE:

The Service Provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environment are the responsibility of the Service Provider. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and shall provide service to customers as defined in the SOW and/or SLA.

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17. RIGHT TO REMOVE INDIVIDUALS:

The State shall have the right at any time to require the Service Provider remove from interaction with State any Service Provider representative who the State believes is detrimental to its working relationship with the Service Provider. The State shall provide the Service Provider with notice of its determination, and the reasons it requests the removal. The Service Provider shall not assign the person to any aspect of the Contract or future work orders without the State's consent.

18. BUSINESS CONTINUITY AND DISASTER RECOVERY:

The Service Provider shall provide a business continuity and disaster recovery plan and shall ensure that it achieves the State's Recovery Time Objective (RTO), as agreed to by the parties and set forth in the SOW and/or SLA.

19. WEB SERVICES:

(For PaaS Only) The Service Provider shall use Web services exclusively to interface with State Data in near real time when possible, or as mutually agreed in the SOW and/or SLA.

Introduced: 1/26/2023

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

a. Amend the Auditor-Controller FY 2022-23 Budget 1110-8374-Fund 001-Appropriation Unit AUD001 in reallocating one (1) 1.0 FTE Auditor-Controller Analyst I (20B24) to one (1) 1.0 FTE Auditor-Controller Analyst II (20B25) as indicated in Attachment A;
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopts a Resolution to:
a. Amend the Auditor-Controller FY 2022-23 Budget 1110-8374-Fund 001-Appropriation Unit AUD001 in reallocating one (1) 1.0 FTE Auditor-Controller Analyst I (20B24) to one (1) 1.0 FTE Auditor-Controller Analyst II (20B25) as indicated in Attachment A;
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

SUMMARY/DISCUSSION:

The Auditor-Controller's Office (ACO) is requesting the reallocation of an Auditor-Controller Analyst I position to Auditor-Controller Analyst II to address the increasing workload and complexity of operations in the General Accounting (GA) Division.

As vacancies occur in the Office, the ACO takes each as an opportunity to assess the existing structure and make positive changes that contribute to the sustainability and long-term efficiency of the Office and its Divisions. The recent vacancy of an Auditor-Controller Analyst I position has created an opportunity to reorganize the GA Division to a more sustainable, efficient, and effective long-term structure.

GA Division's workload has increased in volume and complexity, due to new Governmental Accounting Standards Board (GASB) pronouncements, and other factors and is expected to continue to increase in the coming years. Each GASB standard has an ongoing cumulative effect on the accounting and financial reporting of the County. This cumulative effect progressively increases the complexity and the size of the Annual Comprehensive Financial Report (ACFR) each year. It is critical to comply with the deadlines provided by the GASB. Consequences of missing GASB deadlines or implementing with errors could cause difficulties with the completion of the Annual County Financial Report (ACFR) and the County-wide Cost Allocation Plan (Cost Allocation Plan).

In the past several years, the Division has been progressively experiencing a longer fiscal year-end close process, and delays in financial report (ACFR, Cost Allocation Plan, and other reports) preparation, and audit season. For example, the financial reporting season was extended by four months last year and is expected to be extended again this year due to workload complexity. A prolonged financial reporting season impacts all other deadlines/projects that are due after the financial reporting season. Late completion of the ACFR and Cost Allocation Plan impacts the Budget Office's timelines County-wide for the recommended budget development as audited fund balances are needed for certain calculations. The delays in ACFR preparation and its audit also places the County at risk of losing the "Excellence in Financial Reporting Award". This award is important for the County's good credit rating. A delayed ACFR has a ripple effect, causing delays in the Single Audit (a federally mandated grant compliance audit). Delays to the Single Audit, could create issues with grant compliance and lead to the potential loss of Federal and State funding County-wide. Planning, coordinating, and overseeing GASB and ACFR activities are critical to keeping projects timely and to prevent negative consequences County-wide. Furthermore, the implementation of the new lease accounting standard (GASB 87) workload to the GA Team and ongoing compliance and maintenance will have a significant impact going forward. The GA Team is now responsible for the analysis of County lease agreements that are submitted by County Departments in the LeaseQuery system and must ensure that all County leases are calculated and accounted for in compliance with GASB 87.

It is critical that the appropriate classification is allocated to perform the complex accounting and financial analysis job duties of this position.

OTHER AGENCY INVOLVEMENT:
The Human Resources Department has reviewed and approved the Request to Classify (RTC). The Budget Committee has reviewed the request and supports the reallocation.

FINANCING:
The estimated annualized salary and benefit increase for reallocation of Auditor-Controller Analyst I to Auditor-Controller Analyst II is $13,830. The anticipated difference of $5,319 for the remainder of FY 2022-23 will be absorbed by the Auditor-Controller's FY2022-23 Adopted Budget. Future years financing will be incorporated into the baseline budget development process.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This proposed action will allow the Auditor-Controller's Office to promote an organization that practices efficient and effective resource management, and create an opportunity to attract, recruit, or retain a diverse, talented workforce that supports the mission of the County of Monterey.
Check the related Board of Supervisors Strategic Initiatives:

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Nairi Davis, Senior Personnel Analyst, 755-5092
Reviewed by: Burcu Mousa, Assistant Auditor-Controller, 755-5088
Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5084

Attachments:

Attachment A

Resolution

DocuSign Envelope ID: 9B23F398-F959-4AB1-8161-040F6156CA5E

Introduced: 1/26/2023 **Current Status:** ATS Review
Version: 1 **Matter Type:** BoS Resolution

a. Amend the Auditor-Controller FY 2022-23 Budget 1110-8374-Fund 001-Appropriation Unit AUD001 to reallocate one (1) 1.0 FTE Auditor-Controller Analyst I (20B24) to one (1) 1.0 FTE Auditor-Controller Analyst II (20B25) as indicated in Attachment A; and
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopts a Resolution to:
a. Amend the Auditor-Controller FY 2022-23 Budget 1110-8374-Fund 001-Appropriation Unit AUD001 in reallocating one (1) 1.0 FTE Auditor-Controller Analyst I (20B24) to one (1) 1.0 FTE Auditor-Controller Analyst II (20B25) as indicated in Attachment A;
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

SUMMARY/DISCUSSION:
The Auditor-Controller's Office (ACO) is requesting the reallocation of an Auditor-Controller Analyst I position to Auditor-Controller Analyst II to address the increasing workload and complexity of operations in the General Accounting (GA) Division.

As vacancies occur in the Office, the ACO takes each as an opportunity to assess the existing structure and make positive changes that contribute to the sustainability and long-term efficiency of the Office and its Divisions. The recent vacancy of an Auditor-Controller Analyst I position has created an opportunity to reorganize the GA Division to a more sustainable, efficient, and effective long-term structure.

GA Division's workload has increased in volume and complexity, due to new Governmental Accounting Standards Board (GASB) pronouncements, and other factors and is expected to continue to increase in the coming years. Each GASB standard has an ongoing cumulative effect on the accounting and financial reporting of the County. This cumulative effect progressively increases the complexity and the size of the Annual Comprehensive Financial Report (ACFR) each year. It is critical to comply with the deadlines provided by the GASB. Consequences of missing GASB deadlines or implementing with errors could cause difficulties with the completion of the Annual County Financial Report (ACFR) and the County-wide Cost Allocation Plan (Cost Allocation Plan).

In the past several years, the Division has been progressively experiencing a longer fiscal year-end close process, and delays in financial report (ACFR, Cost Allocation Plan, and other

DocuSign Envelope ID: 9B23F398-F959-4AB1-8161-040F6156CA5E

reports) preparation, and audit season. For example, the financial reporting season was extended by four months last year and is expected to be extended again this year due to workload complexity. A prolonged financial reporting season impacts all other deadlines/projects that are due after the financial reporting season. Late completion of the ACFR and Cost Allocation Plan impacts the Budget Office's timelines County-wide for the recommended budget development as audited fund balances are needed for certain calculations. The delays in ACFR preparation and its audit also places the County at risk of losing the "Excellence in Financial Reporting Award". This award is important for the County's good credit rating. A delayed ACFR has a ripple effect, causing delays in the Single Audit (a federally mandated grant compliance audit). Delays to the Single Audit, could create issues with grant compliance and lead to the potential loss of Federal and State funding County-wide. Planning, coordinating, and overseeing GASB and ACFR activities are critical to keeping projects timely and to prevent negative consequences County-wide. Furthermore, the implementation of the new lease accounting standard (GASB 87) workload to the GA Team and ongoing compliance and maintenance will have a significant impact going forward. The GA Team is now responsible for the analysis of County lease agreements that are submitted by County Departments in the LeaseQuery system and must ensure that all County leases are calculated and accounted for in compliance with GASB 87.

It is critical that the appropriate classification is allocated to perform the complex accounting and financial analysis job duties of this position.

OTHER AGENCY INVOLVEMENT:
The Human Resources Department has reviewed and approved the Request to Classify (RTC). The Budget Committee has reviewed the request and supports the reallocation.

FINANCING:
The estimated annualized salary and benefit increase for reallocation of Auditor-Controller Analyst I to Auditor-Controller Analyst II is $13,830. The anticipated difference of $5,319 for the remainder of FY 2022-23 will be absorbed by the Auditor-Controller's FY2022-23 Adopted Budget. Future years financing will be incorporated into the baseline budget development process.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This proposed action will allow the Auditor-Controller's Office to promote an organization that practices efficient and effective resource management, and create an opportunity to attract, recruit, or retain a diverse, talented workforce that supports the mission of the County of Monterey.
Check the related Board of Supervisors Strategic Initiatives:

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Nairi Davis, Senior Personnel Analyst, 755-5092

DocuSign Envelope ID: 9B23F398-F959-4AB1-8161-040F6156CA5E

Reviewed by: Burcu Mousa, Assistant Auditor-Controller, 755-5088
Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5084

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Maini Davis
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Burcu Mousa
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Attachments:

Attachment A

Resolution

Attachment A

Auditor-Controller – Budget Unit 1110-8374-0001-AUD001

Class Code	Position Title	Position Number	Position Increase/ Decrease	Revised Total FTE
20B24	Auditor-Controller Analyst I	0002	(1.0)	3.0
20B25	Auditor-Controller Analyst II	0002	1.0	2.0

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

Resolution No.:
Adopt a Resolution to:
a. Amend the Auditor-Controller's Office FY 2022-23 Budget 1110-8374-Fund 001-)
Appropriation Unit AUD001 to reallocate one (1) 1.0 FTE Auditor-Controller Analyst I)
(20B24) to one (1) 1.0 FTE Auditor-Controller Analyst II (20B25))
b. Direct the County Administrative Office and the Auditor-Controller to incorporate)
the approved position changes in the FY 2022-23 Adopted Budget.)

WHEREAS, the recent vacancy of an Auditor-Controller Analyst I position has created an opportunity to reorganize the General Accounting Division to a more sustainable, efficient, and effective long-term structure;

WHEREAS, the General Accounting Division's workload has increased in volume and complexity, due to new Governmental Accounting Standards Board (GASB) pronouncements;

WHEREAS, Governmental Accounting Standards Board (GASB) pronouncements impact the complexity and size of the Annual Comprehensive Financial Report (ACFR), and the preparation and completion of the County-wide Cost Allocation Plan, Single Audit, and other financial reports;

WHEREAS, the reallocation of this position to a higher-level classification is critical to provide oversight of the implementation of GASB pronouncements, financial reporting, and to perform increasingly complex accounting and financial analysis;

WHEREAS, to implement the recommendation, the actions require the Fiscal Year 2022-23 Adopted Budget to be amended:

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey as follows:

1. The Auditor-Controller's Office Budget 1110-8374-Fund 001- Appropriation Unit AUD001 is amended to reallocate one (1) 1.0 FTE Auditor-Controller Analyst I (20B24) to one (1) 1.0 FTE Auditor-Controller Analyst II (20B25) as indicated below:

Auditor-Controller – Budget Unit 1110-8374-0001-AUD001

Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
20B24	Auditor-Controller Analyst I	0002	(1.0)	3.0
20B25	Auditor-Controller Analyst II	0002	1.0	2.0

2. The County Administrative Office and the Auditor-Controller are authorized and directed to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

PASSED AND ADOPTED on this 7th day of February 2023, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

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

Dated:

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

By _____
, Deputy

Introduced: 1/26/2023

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

a. Amend the Auditor-Controller Adopted Budget (001-1110-8011-AUD001) to allocate one (1) 0.5 FTE Senior Personnel Analyst as indicated in Attachment A; and
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopts a Resolution to:
a. Amend the Auditor-Controller Adopted Budget (001-1110-8011-AUD001) to allocate one (1) 0.5 FTE Senior Personnel Analyst (14B32) as indicated in Attachment A;
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

SUMMARY/DISCUSSION:
The Auditor-Controller's Office (ACO) is requesting the allocation of a 0.5 FTE Senior Personnel Analyst to address the increasing workload and complexity of operations in the Auditor-Controller's Office.

Beginning in 1998, one full-time Associate Personnel Analyst provided decentralized human resource services and support to four departments, one of which was the Auditor-Controller's Office (ACO). As the assignment grew in size and complexity, additional human resources assistance was needed to support the department and complete assignments in a timely and efficient manner. In October 2004, the Auditor-Controller hired a temporary Associate Personnel Analyst to assist the permanent full-time analyst with the growing workload and to ensure that the human resources needs of the ACO were met. Over the years, the temporary Associate Personnel Analyst became the sole Analyst for the ACO. In June 2014, it was determined that the duties performed by the ACO temporary Associate Personnel Analyst had increased in scope and complexity and and are more appropriately aligned with the classification of Senior Personnel Analyst. The Auditor-Controller then filled the position with a temporary Senior Personnel Analyst.

During the COVID pandemic, the temporary Senior Personnel Analyst has been tasked with the responsibility of the intake of COVID cases, staying current on updates to the Emergency Response Manual, COVID policies, telework policies and related forms, and tracking vaccine status. The Auditor-Controller's Office (ACO) has also experienced higher than normal turnover during the last two years due to retirements and resignations (great resignation) and difficulty in recruiting/filling these

vacancies. Since the onset of the COVID Pandemic, the ACO has required 20 to 30 hrs. per week of human resources support.

In addition, the County is in the process of selecting a vendor for the anticipated new ERP System. New allocations/resources will be required for this critical County-wide project that will further impact the necessity of experienced and consistent HR support.

Therefore, the allocation of a regular/permanent .50 FTE Senior Personnel Analyst is requested in order to maintain continuity of service, fill vacant positions, and support the HR needs of the ACO effectively,.

OTHER AGENCY INVOLVEMENT:
The Human Resources Department has reviewed and approved the Request to Classify (RTC). The Budget Committee has reviewed the request and supports the allocation.

FINANCING:
The estimated annualized salary and benefit increase for reallocation of the temporary Senior Personnel Analyst to a permanent/regular Senior Personnel Analyst is $29,627. The anticipated difference of $7,438 for the remainder of FY 2022-23 will be absorbed by the Auditor-Controller's FY2022-23 Adopted Budget. Future years financing will be incorporated into the baseline budget development process.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This proposed action will allow the Auditor-Controller's Office to promote an organization that practices efficient and effective resource management, and create an opportunity to attract, recruit, or retain a diverse, talented workforce that supports the mission of the County of Monterey.
Check the related Board of Supervisors Strategic Initiatives:

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Monica Arroyo, Administrative Services Assistant, 755-5084
Reviewed by: Burcu Mousa, Assistant Auditor-Controller, 755-5088
Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5084

Attachments:
Attachment A
Resolution

DocuSign Envelope ID: 2BF77744-70E5-4448-AD6A-6E24069B7F54

Introduced: 1/26/2023 **Current Status:** ATS Review

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

a. Amend the Auditor-Controller Adopted Budget (001-1110-8011-AUD001) to allocate one (1) 0.5 FTE Senior Personnel Analyst as indicated in Attachment A; and
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

RECOMMENDATION:
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a. Amend the Auditor-Controller Adopted Budget (001-1110-8011-AUD001) to allocate one (1) 0.5 FTE Senior Personnel Analyst (14B32) as indicated in Attachment A;
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human resources support.

In addition, the County is in the process of selecting a vendor for the anticipated new ERP System. New allocations/resources will be required for this critical County-wide project that will further impact the necessity of experienced and consistent HR support.

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X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Monica Arroyo, Administrative Services Assistant, 755-5084
Reviewed by: Burcu Mousa, Assistant Auditor-Controller, 755-5088
Approved by: Rupa Shah, CPA, Auditor-Controller, 755-5084

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Burcu Mousa
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Attachments:
Attachment A
Resolution

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

Resolution No.:
Adopt a Resolution to:
a. Amend the Auditor-Controller Adopted Budget 1110-8011-Fund 001- Appropriation Unit AUD001 to allocate one (1) 0.5 FTE Senior Personnel Analyst)
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.)

WHEREAS, the allocation of a 0.5 FTE Senior Personnel Analyst position will address the increasing workload and complexity of operations in the Auditor-Controller's Office;

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WHEREAS, the Senior Personnel Analyst has been tasked with the responsibility of the intake of COVID cases, staying current on updates to the Emergency Response Manual, COVID policies, telework policies and related forms and tracking vaccine status;

WHEREAS, the Auditor-Controller's Office has experienced higher than normal turnover during the last two years due to retirements and resignations ~~(great resignation)~~ and difficulty in recruiting/filling these vacancies;

WHEREAS, the allocation of this position is critical to maintain continuity of service, to fill vacant positions, and support the HR needs of the Auditor-Controller's Office;~~the consequences of the Auditor-Controller's Office lacking consistent, stable and reliable HR support includes: longer timelines for filling key positions currently vacant;~~

WHEREAS, to implement the recommendation, the actions require the Fiscal Year 2022-23 Adopted Budget to be amended:

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey as follows:

1. The Auditor-Controller's Office Budget 1110-8011-Fund 001- Appropriation Unit AUD001 is amended to allocate one (1) 0.5 FTE Senior Personnel Analyst (14B32) as indicated below:

   Auditor-Controller – Budget Unit 1110-8011-0001-AUD001

Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
14B32	Senior Personnel Analyst	0001	0.5	0.5

2. The County Administrative Office and the Auditor-Controller are authorized and directed to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

PASSED AND ADOPTED on this 7th day of February 2023, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:

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

By _____
, Deputy

Introduced: 1/31/2023

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Chief Information Officer to execute a non-standard Agreement with Mimomax Wireless Incorporated in the maximum amount of $75,000 for the period of February 14, 2023, through June 30, 2026, to provide products, services, support, and training on microwave and related equipment at County radio communications sites; and
b. Approve and authorize the Chief Information Officer, or his designee, to execute order confirmations and such documents as are necessary to implement the agreement for related services and equipment; and
c. Approve non-standard agreement terms as recommended by the Chief Information Officer; and
d. Authorize the Chief Information Officer to sign up to two (2) amendments to this Agreement, which extend services by one (1) year each, where any increased costs do not exceed 10% of the cost of the prior year, subject to County Counsel review, and provided that the terms and conditions of the agreement remain substantially the same.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Chief Information Officer to execute a non-standard Agreement with Mimomax Wireless Incorporated in the maximum amount of $75,000, for the period of February 14, 2023, through June 30, 2026, to provide products, services, support, and training on microwave and related equipment at County radio communications sites; and
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SUMMARY:
Mimomax Wireless Inc. offers Point to Point/MultiPoint Radio equipment, accessories, and antennas for microwaves. They also provide services that support infrastructures and linking of the point-to-point and point-to-multipoint configurations to support public safety agencies. Their radio technology offers solutions designed to give full visibility and control over network platforms.

DISCUSSION:

The Information Technology Department (ITD) utilizes microwave radio systems throughout Monterey County to link two-way radio systems to the 9-1-1 dispatch center. In order to ensure availability and ongoing maintenance of these systems, the County requires vendor support for troubleshooting, repair services, and training for radio technicians.

The Chief Information Officer recommends entering into an agreement with Mimomax Wireless Incorporated for products, services, support, and training on microwave and related equipment to continue to upgrade deficiencies identified in the infrastructure assessment.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this agreement.

FINANCING:
Funds required for FY 2022-23 have been included in the FY 2022-23 Adopted Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002. Transactions relating to future fiscal years will be included in each respective Recommended Budget based upon the anticipated utilization of the services.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended Agreement for microwave products, services, support, and training will ensure the current and future availability of public safety communications infrastructure throughout Monterey County.

__Economic Development
__Administration
__Health & Human Services
X Infrastructure
X Public Safety

Prepared by: Teresa Meister, Management Analyst II, 759-6938

Approved by:

_____ Date: _____
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Mimomax Wireless, Inc. Non-Standard Agreement

DocuSign Envelope ID: D08B8A98-9951-4EE8-AE37-11BC1C0A854F

Introduced: 1/31/2023 **Current Status:** Agenda Ready

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

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The recommended Agreement for microwave products, services, support, and training will ensure the current and future availability of public safety communications infrastructure throughout Monterey County.

__Economic Development
__Administration
__Health & Human Services
X Infrastructure
X Public Safety

Prepared by: Teresa Meister, Management Analyst II, 759-6938

Approved by:

DocuSigned by:
Eric Chatham
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Date: 2/6/2023 | 11:07 AM PST
Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Mimomax Wireless, Inc. Non-Standard Agreement

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SUPPORT AGREEMENT

Mimomax Wireless Incorporated

And

County of Monterey

Date: 14 February 2023

DocuSign Envelope ID: 266E365D-043F-47DA-AF65-1AEAC38C410E

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CONTACT INFORMATION

Mimomax Wireless Incorporated

Mimomax Wireless Incorporated
4630 East Elwood Street, Suite 4
Phoenix, Arizona
USA

For office address and telephone numbers, refer to http://www.mimomax.com

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SUPPORT AGREEMENT

THIS Support Agreement is made on the 30th day of November 2022 "Agreement".

BETWEEN "MIMOMAX" *[choose one]*	Mimomax Wireless Incorporated 4630 East Elwood Street, Suite 4 Phoenix, AZ, 85040 USA
AND "Client"	County of Monterey – IT Department 855 East Laurel Drive, Bldg., D Salinas, CA 93905 USA

BACKGROUND:

1. Mimomax has supplied Point to Point Radio Equipment, Accessories and Antennas to the Client under the "Mimomax Terms of Supply".
2. Mimomax has agreed to provide, and Client has agreed to purchase certain Support Services in accordance with the terms of this Agreement.
3. This Agreement defines the principal activities and responsibilities of all parties for the support of the Solution.
4. Variations to this Support Agreement are subject to mutual agreement between Mimomax and Client and will be addressed in accordance with Section E clause 14.2.

AGREEMENT OVERVIEW

This Agreement consists of this front cover and the following Sections:

Section A	Agreement Details
Section B	Roles, Responsibilities, Escalation Points
Section C	Support Agreement
Section D	Additional Charges
Section E	General Terms and Conditions
Section F	Glossary of Terms
Appendix A	Critical Spares
Appendix B	Equipment covered

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In case of any conflict between the Sections the earlier listed shall take precedence.

The Parties have entered into and signed this Support Agreement this 30th day of November 2022 on their behalf by duly authorized officers:

DocuSigned by:
Paul Reid
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1/30/2023 | 3:00 PM EST

Signed for Mimomax: **Date**

Name Paul Reid

Signed for the Client:

Name Eric A. Chatham **Date**

DocuSigned by:
Samuel Beiderwell
61542069561440E...

Samuel Beiderwell,
Deputy County Counsel

1/30/2023 | 1:19 PM PST

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SECTION A – AGREEMENT DETAILS

AGREEMENT DETAILS

1	**Client**	County of Monterey – IT Department
2	**Client Address for Notices**	INFORMATION TECHNOLOGY 1590 MOFFETT ST SALINAS CA 93905
3	**Client Support Manager**	Steve Paxton
4	**Client Solution and Products including licensed Software**	**Products** MWL-TORNADO-BCBA - Radio Tornado (LRU-T), QAM64 / 240kbps – (8) INT-NIB-4WA-000-0000 - Tornado 6 x 4Wire E+M – (6) INT-TMC-X21-000-0000 - Tornado Media Converter X21/RS422/RS530 – (6) ACC-CBL-DC-0200 - Tornado / Pyxis DC Connector & Lead – (6) ANT-440-470-009-PD0H - UHF MIMO Panel, Low Profile, 440-470MHz, 9dBi, 2x N-Female, HD Mtg – (4) ANT-440-470-012-PD01 - Dual Vertical Stacked UHF Panel BoM Antennas 12dBi – (2) ACC-MNT-RMT-001-0000 - Tornado / Pyxis/4WA 1RU 19'' Rack Mount – (6) ACC-MNT-RMT-004-0000 - Tornado 1RU 19'' Rack Mount, incl Media Conv Tray – (6) **SFE** SFE-TORNADO-MCAM - Tornado - Adaptive Modulation (6)

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		Products (the "Solution") are offered as per Terms and Conditions outlined in NASPO Agreement #00318 and CA Addendum #7-22-70-49-12
5	**Commencement Date**	Radio Equipment Shipment Date
6	**Term of Agreement**	12 Months
7	**Support Fee**	Support - $3,452.93 (excl. tax) Extended Warranty - $1,810.00 (excl. tax)
8	**Review of Support Fee and Additional Charges**	Support Fees will be reviewed as Products are added or removed from the network, on the expiry of the agreement. Mimomax may increase the Support Fee and the rates for Additional Charges annually on each anniversary of the Commencement Date to take into consideration movements in the Consumer Price Index United States for the published period immediately prior to the renewal date.
9	**Renewal of Agreement**	If Client wishes to renew this Agreement at the end of the Term of this Agreement, contact should be made with the Mimomax Account Manager or Client Services Manager.

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SECTION B – ROLES, RESPONSIBILITIES, ESCALATION CONTACTS

	Mimomax	Client
Role Under This Agreement	Mimomax is responsible for providing the Support Services described in Section C	The Client is responsible for providing First Level Support described in Clause 4 of Section E (General Terms and Conditions).
	Service Desk to log/action all support tickets (Incidents and Service Requests). All support queries, requests and issues should be sent via email or submitted via the online portal, and any Priority 1 or 2 Incidents also via phone.	Status updates, queries or completion notices regarding service tickets raised with the Mimomax Support team, will be directed to the Client's contact who raised the ticket with the Support team unless requested otherwise.
Key Contacts		
	Support Team Email support@mimomax.com Phone +1-833-406-9051 Online https://desk.zoho.com/portal/mimomaxwireless	**Client Contact Centre** Jeff Ackerman ackermanj@co.monterey.ca.us 831-796-1328
	GM Client Services Fabian Deelen Email fabian.deelen@mimomax.com Phone +1 480 494 1750 / +64 21 245 4995	**Client Support Manager** Steven Paxton paxtons@co.monterey.ca.us 831-796-1463
	Account Manager Dennis Sullivan Regional Sales Manager Email Dennis.Sullivan@mimomax.com Phone +1 425 466 9500	**Client Representative** Steven Paxton Radio Manager paxtons@co.monterey.ca.us 831-796-1463
	The parties shall endeavour to cooperatively resolve any disputes arising in connection with this Agreement and the Support Services. If a dispute or	

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	difference cannot be resolved within the normal course of business, then either party may refer the dispute to the nominated escalation points below. Clause 14.6 shall apply.	
Escalation Points	**CEO** Paul Reid Email paul.reid@mimomax.com Phone +1 832 387 3349	**Client Escalation Point** Steven Paxton Radio Manager paxtons@co.monterey.ca.us 831-796-1463

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SECTION C – SUPPORT SERVICES

Mimomax Support Plans

Client has selected the Mimomax Support Agreement plan set out below. Elements are described in the remainder of this Section C.

Optional support services (being services not covered by the plan below) are not included in the price for the Services contracted under this Agreement. Optional support services may be purchased for an additional cost and subject to Mimomax agreement.

	Support Agreement
Service Desk	24 x 7
Return for Repair	Defects Only
Software Maintenance*	Included
Onsite Dispatch/Restoration	Option

*Software Maintenance includes software releases within your licensed feature set for covered Products.

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Mimomax Support Agreement

The Support Agreement includes the following services as explained below: Mimomax Service Desk: 24 x 7 Technical Support, Technical Resources, and Software Maintenance.

1. MIMOMAX SERVICE DESK: 24 X 7 TECHNICAL SUPPORT

Included	Yes	☒	No	☐

1.1 Mimomax will provide a Service Desk solution to the Client that includes:

a. Single point of contact for all support related matters for Products covered by this Agreement including Partner Products.
b. 24 x 7 Response in accordance with the times set out in Table 1.6.
c. Telephone access to Mimomax Engineering personnel to log / identify / troubleshoot faults and issues with the Solution and Products covered under this Agreement.
d. Remote diagnostics and restoration where possible.
e. Access to repair and warranty information.
f. Access to Technical, Product and Solution information.
g. General support queries, configuration queries, requests for quotations for enhancements.

1.2 The Service Desk serves as the single point of contact regarding Client support and the reporting of Incidents.

1.3 The Service Desk will provide email, online and telephone support.

1.4 Client must ship or return the Product to the service depot located in Phoenix, Arizona.

1.5 Mimomax shall repair or replace returned Products (or arrange for the repair / replacement of Partner Products) and dispatch to the Client, subject to the applicable warranty terms of this Agreement and the Mimomax Terms of Supply.

1.6 **Target Response and Target Restoration Times**

Response Time is defined as the time from when Client reports an Incident to the Service Desk and ends when a suitably qualified Mimomax Support Engineer contacts Client.

Restoration Time is defined as the time from when Client reports an Incident to the Service Desk and ends when the Product or Solution is re-stabilized and carrying normal traffic levels which may be via a workaround or replacement Product(s) as applicable. Where replacement Products are required, it is assumed that the Client will carry spare equipment and have staff to deploy these in a suitable timeframe, to cater for Solution outages. Below mentioned restoration timeframes do not apply to RMA requests and are set on a case-by-case basis.

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Table 2.6

Incident (type)	Response (Hours)	Restoration (Target*** - Hours)
Priority 1*	0.5	4
Priority 2*	1	8
Priority 3**	8	48
Priority 4**	8	168

*Priority 1 and 2 incidents will be responded to and managed continuously 24 hours a day, 365 days a year.

**Priority 3 and 4 incidents will be responded to and managed during Mimomax Service Desk's local Business Hours. Software and firmware changes for these levels of Incidents are excluded from the restoration target and delivery expectations specified above. Appropriate targets and expectations will be set on a case-by-case basis.

***Stated Restoration Times are targets only. Mimomax shall use reasonable commercial efforts to restore or resolve Incidents within the stated Restorations Times, but Mimomax does not warrant, guarantee or undertake that it will be able to do so.

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2. SOFTWARE MAINTENANCE

Included	Yes	☒	No	☐

2.1 Client is entitled to receive Software and firmware releases relevant to and within the licensed feature set of the Products purchased by the Client (see Section A-4)

2.2 Any Mimomax Services or hardware required for the implementation of a Software release may be purchased from Mimomax at an additional charge (unless stated otherwise in this Agreement).

2.3 Mimomax will provide Technical Support (described in Section C-2) for the current and up to two previous market releases of Software and firmware. Technical Support for previous Software releases is at Mimomax' s discretion and may be subject to Additional Charges,

2.4 Mimomax shall maintain (i.e. provide bug fixes, modifications and improvements) only the current Software release for any Product. If Client has a Problem with a non-current release of Software, Client may be required to install the most current version of Software in order to remedy such Problem.

2.5 This Section and the Support Fees do not include the provision of Client requested enhancements, modifications, or developments. Any such enhancement, modification or development may be requested by Client via the Mimomax Service Desk. Mimomax at its option may (a) provide the Client with a quotation for undertaking the request; and / or (b) endeavour to include the request in a future Software release; or (c) where not feasible for commercial, technical or other reasons, decline the request.

Optional Elements

The following optional Services elements are not included in the price of Support Agreement, but can be added for an additional cost in conjunction with Mimomax' s agreement:

- Managed Services
- Network Health Monitoring
- Commissioning
- Testing (Lab, Field, Acceptance)
- Training
- Documentation
- Project Management
- Project Engineering
- Integration services
- RF Engineering (design/planning/analysis)
- Warehousing and Logistics Management

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3. EXTENDED WARRANTY

Included	Yes	☒	No	☐

3.1 Client is entitled to Mimomax Warranty on Products (hardware) as described in the Mimomax Terms of Supply on Products purchased from Mimomax for the standard Warranty Period of 15 months plus any agreed extension period outlined below.

3.2 Extended Warranty extends Client's warranty rights and obligations (under the same terms as the Mimomax Terms of Supply referred to above) for the additional period specified below.

3.3 Client shall contact Mimomax for Warranty Services via the Mimomax Service Desk.

3.4 Client shall contact the Mimomax Account Manager or Client Services Manager if it would like to extend the warranty of any purchased Mimomax Products, beyond below mentioned extension period covered by this Agreement.

Agreed Extension Period	12 Months (from the moment factory warranty expires)
Custom Elements	

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4. ONSITE DISPATCH/RESTORATION

Included	Yes	☐	No	☒

4.1 When Mimomax is unable to return the Client's Solution to normal operation through remote technical support, Mimomax will dispatch a technician/engineer to attend site to diagnose and restore the Client's radio network, by the end of the next Business Day.

4.2 Onsite dispatch/restoration is a chargeable service, see section D for applicable rates. The rates for Onsite dispatch include standard travel expenses to locations with regular commercial air service and readily accessible sites. Special rates apply to networks without commercial air service or readily accessible sites.

Client Specific Notes	**N/A**	

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SECTION D – Additional Charges

Standard labour rate and involved travel expenses for on-site support are not covered by this Agreement. Check with the Mimomax Account Manager for more services and pricing.

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SECTION E – General Terms & Conditions

1. Term

1.1 The Term of this Agreement shall be the term specified in Section A commencing on the Commencement Date, provided that the parties may mutually agree in writing to extend this Agreement on terms and conditions to be mutually agreed between the parties prior to the expiry of the then current Term.

2. Mimomax Support

2.1 During the Term Mimomax shall provide the Services in consideration of payment by Client of the Support Fees.

2.2 Services shall be supplied for the Products at the Sites and unless agreed otherwise in writing, Mimomax shall not be obligated to provide the Services for the Products located at any other site(s). Any products and/or systems not listed in the Agreement ("Additional Products") shall only be covered by the Agreement where agreed in writing by the Parties.

2.3 Except in response to warranty claims during the warranty period for any Product, Mimomax may supply new, second-hand or reconditioned replacement parts in the performance of Services or Excepted Services (as defined in clause 2.5).

2.4 Only the Services described in Section C as being in scope for this Agreement shall be provided. Mimomax shall not provide the Excepted Services, unless it expressly agrees to otherwise in writing.

Excepted Services

2.5 The Services shall not include the following services (the "Excepted Services"):

a) provision of the support or other services products or a solution not set out in Section A-4 of this Agreement;

b) provision of the Services at a location other than the Site(s);

c) correction of faults due to Client's failure to meet its First Line Support obligations (see clause 4);

d) correction of faults due to Client's modification, neglect or misuse of the Products, failure to maintain a suitable environment for the operation and maintenance of the Products (including without limitation power supply, air conditioning or humidity control) in accordance with normal industry practices and as set out in the published data sheets, manuals or other written instructions for the Products;

e) correction of damage caused by any accident or disaster, fire, flood, water, wind, lightning, vandalism or theft;

f) correction of faults in any attachments or associated equipment or third-party interference (whether or not supplied by Mimomax) which do not form part of the Products;

g) painting or refinishing of the Products or any other unapproved product modification;

h) the relocation or transportation of Products, or the rectification of any faults caused by such relocation or transportation, (save where performed by Mimomax);

i) the provision of any software release designed to provide new or enhanced functionality unless this is incidental to the Services or provided for under section C-2 (Software Maintenance) above;

j) services required to implement changes to the Solution or configurations which were not a requirement of the specifications under the supply contract/-s for the Products listed in this Agreement or otherwise committed to by Mimomax in writing;

k) correction of any fault which would be remedied by a software release or other repair which meets the original specifications for the Products and which has been refused by Client.

2.6 If Client requests Mimomax to provide any Excepted Services, Mimomax shall be entitled to charge for the same at rates to be agreed in advance between the parties or failing such advance agreement Mimomax standard Additional Charges for the relevant services. If requested, Mimomax shall provide a written quotation and estimated completion date for provision by Mimomax of any Excepted Services.

3. Support Fees and other payments

3.1 Support Fees and any applicable Additional Charges will be invoiced by Mimomax and paid in advance by Client. All Invoices including invoices for Additional Charges are payable by the 20th of the month following of the date of invoice.

3.2 All fees and charges referred to in the Agreement are exclusive of sales, use, value added or goods and services taxes. Where appropriate such taxes will be added to the invoice and paid by Client unless Client provides Mimomax with evidence of payment or certificate of exemption. Support Fees are also exclusive of any customs, import or export duties, and should any such duties arise, these shall be payable by Client.

3.3 To the fullest extent permissible by law, Client's right of set-off is excluded. No payment shall be deemed to have been received until Mimomax has received cleared funds.

3.4 If Client is overdue with any payment, then, without prejudice to any other right or remedy available to Mimomax: (i) Mimomax may suspend performance of the Services and/or exercise a lien over Products returned for repair or replacement Products until Client has made such overdue payment in full.

3.5 Mimomax may increase the Support Fee and the rates for Additional Charges from each anniversary of the Commencement Date (each a "Price Review Date") by written notice to the

Client. The amount of such increase will not exceed the corresponding percentage increase in the Consumer Price Index over the 12-month period covered by the Consumer Price Index figures which are, as at the applicable Price Review Date, the most recently published. Mimomax shall also be entitled to vary the Support Fee if Client requests an increased level of Services, Services for products in addition to the Products, if Products are upgraded or new products are introduced during the Term, or if there is any other variation requested by Client with respect to this Agreement. Such variation shall be agreed in accordance with Clause 14.2 of this Agreement. In absence of such agreement, Mimomax shall not be required to provide the applicable increased level of Services, or Services in relation to such additional products or upgraded Products.

4. Obligations of the Client

4.1 The Client shall undertake the following First-Line Support actions and acknowledges that the commitments and pricing provided by Mimomax under this Agreement are dependent on the prompt and proper performance of those First-Line Support obligations:

4.1.1 utilise the Services by contacting the Service Desk as set out in Section B of this Agreement;

4.1.2 immediately after making a request for Mimomax support, provide Mimomax where possible with an example of the relevant defect or error;

4.1.3 have personnel with sufficient Product related training, qualifications and/or experience to be able to (i) carry out basic operating system housekeeping, (ii) work through initial troubleshooting with the end customer, (iii) gather all log files requested by Mimomax, and (iv) work through complex procedures with remote guidance provided by Mimomax;

4.1.4 carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Mimomax;

4.1.5 provide a mutually agreed form of communications link for remote diagnostics and promptly granting access rights to Mimomax and its partners when required;

4.1.6 replace defective Products with a Critical Spare where required and promptly shipping the defective Products to Mimomax' s designated service centre in accordance with Mimomax reasonable directions;

4.1.7 maintain and make available the required type and number of Client owned and managed Critical Spares in accordance with clause 5.4 of this Agreement; and

4.1.8 provide Mimomax with all reasonable co-operation to facilitate the efficient discharge of its obligations under this Agreement including, without limitation, (i) granting reasonable access to the Site(s) and the Products, (ii) ensuring the Site(s) comply with all relevant health and safety codes, and (iii) providing on request, a suitably qualified or

informed representative, agent or employee to accompany Mimomax personnel and to advise Mimomax on access or on any other matter within the Client's knowledge or control which will assist Mimomax in complying with its obligations under the Agreement.

4.2 It is the Client's responsibility to ensure systems backups (including all programs and data) are kept up to date.

4.3 The Client agrees that it is responsible for primary power source, PABX and PSTN connections or lines, RF (Radio Frequency) coverage performance subsequent to Coverage Verification Test or any other test acceptance, the provision of suitable inter-site and inter node links, and further installation of the equipment at the Sites.

4.4 The Client shall provide secure and adequate facilities adjacent to or in reasonable proximity to the Products for the storage by Mimomax of tools and other items necessary for the proper maintenance of the Products and the Client shall permit Mimomax to have access to such storage facilities at all reasonable times.

4.5 The Client is responsible for maintaining the confidentiality of any logon(s) and password(s) required to access Services. Access to Mimomax Client Service Portal is only permitted for current Client employees or contractors. The Client must manage and remove access rights for departing employees and contractors (for example by changing passwords). Mimomax shall not be liable for any loss or damage incurred by the Client due to Client's failure to comply with this clause.

5. Replacement and spare parts

5.1 Where parts of the Products have been replaced and provided by Mimomax, title to the parts replaced will pass to Mimomax upon removal of those parts from the Solution.

5.2 Subject to clause 5.1, title in all replacement parts for the Products provided by Mimomax in performing the Services (except for Software) will pass to the Client upon installation.

5.3 In the case of products and services for which an Additional Charge is payable by the Client, title in such replacement parts shall pass to the Client on full payment of the Additional Charge.

5.4 Mimomax requires Client to purchase and store at the Site (or other location agreed in writing between the Parties) the Critical Spares set out in Appendix A. From time-to-time Mimomax may additionally require the Client to purchase and store at the Site such spare parts, as Mimomax considers necessary for the provision of effective Services. Typically, this may equate to 2-5% of Products purchased.

5.5 Mimomax will not be liable for any failure or delay in providing the Services where such failure or delay is the direct or indirect result of the failure of the Client to comply with the previous clause.

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6. Health and Safety

6.1 Each Party shall comply with all relevant Health and Safety laws and regulations in all respects in relation to its obligations under the Agreement (including without limitation by ensuring a safe working environment and methods of working) and shall indemnify the other Party in respect of all costs, liabilities, damages or expenses incurred as a result of any failure to do so.

7. Exclusivity

7.1 The Client shall only permit maintenance, repairs or adjustments to Products by a third party with the prior written consent of Mimomax.

7.2 In the event the Client effects repairs additions or alterations to the Products, the Client represents, warrants and agrees to use only Mimomax approved parts and procedures as directed by Mimomax for the operation of the Products.

8. Software and Intellectual Property Rights

8.1 All patents, trademarks, service marks or business names, registered designs, copyrights, design rights, utility models, topography rights, applications to register any of the aforementioned rights, trade secrets, knowhow and rights of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world ("IPR") arising under the Agreement, shall, except to the extent that they comprise or incorporate IPR supplied by Client, vest in and be owned by Mimomax absolutely and Client shall acquire no right, title or interest therein.

8.2 Any computer program, firmware or other software forming part of the Products or supplied by Mimomax to Client pursuant to this Agreement and/or IPR provided to Client under this Agreement shall remain the exclusive property of Mimomax (or its partners) and unless otherwise agreed in writing, be licensed to Client under the license terms applicable to the Products which they replace or to which they relate.

8.3 Unless otherwise indicated, as in paragraph 4.2 above, information provided to the Client via the Online Client Service Portal is copyrighted by and proprietary to Mimomax Limited (Mimomax) and may not be copied, reproduced, transmitted, displayed, performed, distributed, sublicensed, altered, stored for subsequent use or otherwise used in whole or in part in any manner without Mimomax' s prior written consent.

9. Support Services Warranty

9.1 Mimomax warrants that it shall perform the Services in a professional and workmanlike manner. If Mimomax breach this warranty, the client must notify Mimomax within 90 days of provision of

the relevant Services. Mimomax will then re-perform the applicable Services. Client's sole and exclusive remedy and Mimomax's entire liability for such breach of this warranty or any claim related to the Services shall be re-performance of the Services in accordance with this clause.

9.2 Warranties given in this Clause 9 are unique to and may not be assigned or transferred in whole or in part by, Client.

9.3 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUALITY OF SERVICE.

9.4 The Client acknowledges that while Mimomax may be called upon to give consultative advice under this Agreement and while Mimomax will use its reasonable endeavours to give the best advice it can to the Client, Mimomax advice is dependent upon inter alia the information supplied to Mimomax by the Client and third parties and accordingly the Client may make no claim against Mimomax or its personnel for the appropriateness of such advice.

10. Limitation of Liability

10.1 NEITHER PARTY WILL BE LIABLE FOR ANY (I) LOSS OF PROFITS; (II) LOSS OF TURNOVER; (III) LOSS OF OR DAMAGE TO REPUTATION; (IV) LOSS OF, OR LOSS OF THE USE OF ANY SOFTWARE OR DATA; (V) LOSSES OR LIABILITIES IN RELATION TO ANY OTHER CONTRACT; OR (VI) INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, UNDER AN INDEMNITY, EQUITY OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10.2 Each party's aggregate liability (other than the Client's obligation to pay Support Fees, Additional Charges and penalty interest) to the other for all claims relating to this Agreement, whether for breach or in tort under an indemnity, equity or otherwise, shall be limited to the amount paid by the Client for Services under this Agreement in the 12 month period preceding such claim notified by either party to the other in accordance with clause 14.6.

10.3 Notwithstanding anything in this Agreement Mimomax will not be liable for any claim by the Client in relation to this Agreement unless the claim is received in writing by Mimomax within 90 days of the date of when the alleged claim ought reasonably to have come to the attention of the Client.

10.4 The Client agrees that it shall take such reasonable precautions (relative to the importance to the Client of the Products), including without limitation backing up software and data at reasonable intervals, implementing back-up systems or redundancy and maintaining suitable numbers of spare units at suitable locations (at a minimum to Mimomax recommended spares

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levels). Mimomax shall have no liability for any losses suffered by Client to the extent that the loss concerned would have been prevented by the taking of such reasonable precautions.

10.5 The provisions of this Clause 10 have been considered by the Parties in the light of the availability of insurance and the relative positions, risks and responsibilities of the Parties and both Parties agree that they are fair and reasonable.

11. Force Majeure

11.1 Neither Party ("Affected Party") shall be liable for any loss or damage suffered or incurred by the other arising from the Affected Party's delay or failure to fulfil or otherwise discharge any of its obligations (except obligations to pay money) under the Agreement to the extent that such delay or failure is caused by any event, cause or circumstance beyond its reasonable control including but not limited to any act of God, governmental act, withholding, delay or revocation of export or import control approval or other license, war, terrorist activity, fire, flood, earthquake, tsunami, explosion, civil commotion, industrial dispute (other than industrial disputes related solely to the employees of the Party claiming force majeure), or the unavailability or failure of any public telecommunications network ("Force Majeure").

11.2 Subject to the Affected Party promptly notifying the other Party in writing of the Force Majeure and likely duration of the Force Majeure, the performance of the Affected Party's obligations, to the extent affected by the Force Majeure, shall be suspended during the period that the Force Majeure or its effects persists. Each party shall use all reasonable efforts to overcome and mitigate the effect of any Force Majeure.

11.3 If Mimomax is unable to perform its material obligations for a period of 90 consecutive days after the commencement of the Force Majeure, the Client or Mimomax may terminate this Agreement by notice in writing.

12. Confidentiality

12.1 All pricing, Software and technical information provided by Mimomax under or in relation to this Agreement shall be deemed to be the confidential information of Mimomax and subject to clause 12.2.

12.2 Each Party undertakes not to (and to procure that its employees and contractors shall not) divulge the terms of this Agreement or any information of a confidential nature disclosed to it by the other, whether oral or written, and shall not use such information except as contemplated by this Agreement. This obligation shall cease to apply to information which:

12.2.1 is or becomes part of the public domain without violation of the Agreement;

12.2.2 is known and on record at the receiving party prior to disclosure by the disclosing party;

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14. General Terms

14.1 **Assignment and Subcontracting.** Neither party may assign its rights nor obligations under this Agreement without the prior written consent of the other party. Mimomax may subcontract its obligations under this Agreement to a third party, provided that Mimomax will remain responsible for the actions of such third party and advise the Client in writing prior to such subcontracting.

14.2 **Variations.** Any amendment or variation to the Services or to this Agreement shall, in order to be effective, be in writing and signed by duly authorized representatives of both parties.

14.3 **Severability.** In the event that any part or parts of this Agreement are held illegal, invalid or unenforceable by any Court or administrative body of competent jurisdiction, such determination shall not affect the legality, validity or enforceability of the remaining parts of this Agreement which shall remain in full force and effect. Where relevant, the Parties shall use commercially reasonable efforts to find a new provision which resembles, to the extent possible, the commercial effect of the invalid provision.

14.4 **Waiver.** The failure of either Party to enforce any term of this Agreement does not constitute a waiver of it and shall in no way affect the right later to enforce the terms.

14.5 **Independent Contractor.** Nothing herein contained shall be construed to constitute the parties hereto as partners or joint ventures or the agent of the other Party in any sense of these terms whatsoever, and no party may act for or bind another party in any dealings with a third party.

14.6 **Disputes.** In the event of any dispute arising under or in relation to or in connection with this Agreement or its subject matter, a party may give written notice of the dispute to the other party, in which case the parties shall attempt to resolve the dispute in good faith. If good faith negotiations between the parties fail to resolve the dispute, then, prior to issuing court proceedings, the parties shall give due consideration to the use of mediation or alternative dispute resolution techniques and reference to independent experts. Neither party may issue any court proceedings (other than for urgent interlocutory relief) in relation to a dispute unless that party has first taken all reasonable steps to comply with the preceding provisions of this clause.

14.7 **Jurisdiction.** The construction, validity and performance of this Agreement shall be governed by the laws of Arizona. Notwithstanding the foregoing the Parties shall attempt to resolve in good faith any disputes arising and shall give due consideration to the use of mediation or alternative dispute resolution techniques and reference to independent experts prior to the issue of court proceedings.

14.8 **Entire Agreement.** This Agreement and the other agreements referred to in it shall constitute the entire agreement between the Parties in relation to its subject-matter and shall supersede all previous undertakings, agreements, representations or commitments, whether express or implied, written or oral between the parties.

14.9 **Counterparts.** This Agreement may be signed in any number of counterpart copies which, read together, will constitute one and the same document.

14.10 **Copies.** Any facsimile copy of this Agreement, or copy of this Agreement sent via email in PDF format, (including any facsimile copy, or copy sent via email in PDF format, of any document evidencing either party's signature of this Agreement) may be relied on by the other party as though it were an original copy. This Agreement may be entered into on the basis of an exchange of such facsimile or PDF copies.

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SECTION F – Glossary of Terms

Additional Charges	Mimomax's charges for the provision of any services or products outside the scope of this Agreement, calculated at the rate specified in Section D (as that rate may be adjusted from time to time in accordance with this Agreement).
Business Days	Monday to Friday, excluding Public Holidays where the local Service Desk is located which is servicing the Client (in this case, Phoenix, Arizona).
Business Hours	8.00am – 4.30pm on Business Days (Phoenix, Arizona)
Commencement Date	The commencement date for the Services set out in Section A of this Agreement.
Consumer Price Index	The Consumer Price Index for All Urban Consumers, as published by the United States Bureau of Labor Statistics (or, if that index ceases to be published or otherwise ceases to be available to the parties, means such other index as measures, in a manner which most closely resembles the manner in which the Consumer Price Index for All Urban Consumers measures, inflation or deflation in the United States immediately prior to becoming unavailable to the parties or ceasing to be published.
Critical Spares	The required critical spares for the Solution set out in Appendix A – Critical Spares Inventory.
Enhancement	Any product change or upgrade that increases software or hardware capabilities beyond original specifications.
Enhancement Request	Request by the customer for an enhancement of the Mimomax solution. An enhancement request is, case depending, either delivered free of charge or as a chargeable feature.
First Line Support	The first level of support group involved in the resolution of Incidents. Client First Line Support obligations are described in 4.1 of Section E of this Agreement.
Incident	An incident is any event which is not part of the standard operation of the Solution and which causes, or may cause, an interruption or a reduction of the quality of the service provided by the Solution.
Partner Product	Product sourced by Mimomax from a third party and sold by Mimomax as part of the Solution
Priority	Category used to identify the relative importance of an Incident, Problem or change requested by the Client pursuant to this Agreement. Priority is based on impact and urgency and is used to identify required times for actions to be taken.

Priority 1	Priority 1 – Critical: In relation to the network provided by the Solution, conditions exist that severely affect service, capacity/traffic capability and require immediate corrective action regardless of time of day or day of week as viewed by the Client.
Priority 2	Priority 2 - Major: In relation to the network provided by the Solution, conditions exist that seriously affect Solution operation maintenance and administration of the System and require immediate attention as viewed by the Client. The urgency is less than in critical situations because of a lower immediate or impending effect on System performance, Clients and the Client operations and revenue.
Priority 3	Priority 3 - Minor: In relation to the network provided by the Solution conditions exist that do not significantly impair the functions of the Solution and do not significantly affect service to Clients. These Problems or Incidents are not traffic impairing. A Priority 1 or Priority 2 issue may be reclassified as Priority 3 if there is a Workaround in place resulting in a Priority 3 classification.
Priority 4	Priority 4 – Advisory: There is a minor issue or an opportunity for product improvement, a general query, request for repair or request to enable software features. If related to an issue, it does not affect the data capability on the network provided by the Solution. There is a minor inconvenience to the user, but the Product and feature / functionality still operates within specification. Client requests more information or an explanation.
Problem	A condition often identified as a result of multiple Incidents that exhibit common symptoms. Problems can also be identified from a single significant Incident, for which the cause is unknown, but which significantly impacts service or Product availability.
Products	The products described in Section A of this Agreement.
Response or Respond	Means a suitably qualified Mimomax Client Support Engineer contacting Client it relation to a reported Incident.
Response Time	Commences when Client reports an Incident to the Service Desk and ends when Mimomax Responds.
Restoration or Resolution	Means providing a fix, Workaround or replacement Product which re-stabilizes the System or Product (as applicable) and allows normal traffic levels or functionality to resume.

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Restoration Time	Commences when Client reports an Incident to the Service Desk and ends when the Product or Solution is re-stabilized and carrying normal traffic levels which may be via a workaround or replacement Product(s) as applicable.
Service Desk	The single point of contact service desk between the Mimomax and the Client.
Service Request	A request from a Client for information or advice, or for a Standard change to the scope of the Support Services.
Software	Means any computer program, firmware or other software included in a Product
Supply Agreement	The agreement defined as such in the Background section of this Agreement.
Support Fee	The support fee set out in Section A of this Agreement, as that fee may be adjusted from time to time in accordance with this Agreement.
Services	The services selected by Client and which are described in Section C of this Agreement.
Solution	The solution described in the Background section of this Agreement.
Term	The term of this Agreement as described in clause 1.1 of Section E.
Warranty	Means the warranty provided by Mimomax to the Client in relation to the Products under the Supply Agreement.
Workaround	Reducing or eliminating the impact of an Incident or Problem for which a full Resolution is not yet available. For example, by restarting a failed configuration item.

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APPENDIX A – Critical Spares Inventory

Required list of critical spares to be held by the Client (if different from those supplied by the Supply Agreement/-s covered by this Support Agreement

Mimomax Item Number	Description	Quantity Required

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APPENDIX B – Equipment covered

List of Equipment and Sites covered under this Support Agreement.

Equipment

Mimomax Item Number	Serial Number	Description

Introduced: 2/1/2023

Current Status: General Government - Consent

Version: 1

Matter Type: Ordinance

Adopt an ordinance amending Chapter 7.100 (Commercial Cannabis Business Tax) of the Monterey County Code to reduce the commercial cannabis business tax rates for cultivation activities retroactive to January 1, 2023.

RECOMMENDATION:
Staff recommends that the Board of Supervisors:

> Adopt an ordinance amending Chapter 7.100 (Commercial Cannabis Business Tax) of the Monterey County Code to reduce the commercial cannabis business tax rates for cultivation activities retroactive to January 1, 2023.

SUMMARY/DISCUSSION
The County imposes an annual business tax on cannabis businesses under Monterey County Code (MCC) Chapter 7.100. That tax is collected by the Treasurer-Tax Collector (TTC). At the November 8, 2022, Board of Supervisors (Board) meeting, the Cannabis Program (Program) was directed to schedule a Special Cannabis Committee (Committee) meeting in November and request time at a subsequent Board meeting to present Committee recommendations on proposed amendments to commercial cannabis cultivation business tax rates. Additional direction was provided to include a concept discussed at a prior Committee meeting-scaled tax rates driven by wholesale pricing-within the proposed cultivation tax rate amendments.

On December 7, 2022, the Program presented an item to the Board on the sliding scale cultivation tax rate concept, which would begin at rates that would offset Program costs based on current cultivation canopy registrations. The Board approved a reduction in tax rates imposed upon cultivation activities retroactive to January 1, 2023, but directed staff to increase the proposed rates by 15%, which is intended to serve as a buffer for additional business closures or operators defaulting on their taxes. Below are the rates updated to updated rates that include this buffer:

- Indoor $2.13/square foot
- Mixed Light $1.46/square foot
- Nursery $0.71/square foot
- Outdoor $0.71/square foot

This option does not present operational challenges to the TTC, as the proposed effective date coincides with the first day of the third fiscal quarter of Fiscal Year 2022-2023 and aligns with established quarterly reporting start dates.

After adjusting for these reductions, commercial cannabis business tax revenue estimates for cultivation activities in FY 22-23 would be reduced from $7.25m to $5.26m. This estimate should not be considered static, as it is subject to changes resulting from cultivation canopy modifications and business closures throughout the fiscal year.

This option will have budgetary impacts from the perspective of how the Recommended Budget is built. At the same Board meeting in December, staff proposed reductions to the Program budget. The Program requested the Human Resources Department (HRD) evaluate the proposed position changes to determine potential workforce impacts. Below are their findings.

- For the cannabis position changes, most of the departments indicate they will identify alternative funding to retain the positions in their department. For one department position, the department has requested to keep the position as unfunded and unfilled until alternative funding can be identified. For one department position, the department has requested to eliminate the position and fill a vacancy in the same classification in another unit.
- HRD has determined, with the current proposed list for cannabis related position changes, there will be no reduction in force impacts to employees.

These proposed reductions were approved by the Board with an effective date of February 1, 2023. Funding for the balance of FY 22-23 will be absorbed within the budgets of affected departments while allocations for Public Health initiatives related to youth prevention/intervention and public awareness will be funded through the Cannabis Tax Assignment.

The ordinance was introduced for its first reading on January 31, 2023 and is currently before the Board of Supervisors for final adoption. Redlined and clean versions of the Ordinance are attached to this report as Attachments A and B, respectively.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel was involved in the preparation of this report and approved the draft Ordinance as to form.

FINANCING:
The proposed amendments to Chapter 7.100 will reduce commercial cannabis business tax revenue estimates for cultivation activities in FY 22-23 from $7.25m to $5.26m.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The Monterey County Cannabis Program addresses each of the Strategic Initiative Policy Areas that promote the growth of a responsible and legal Monterey County cannabis industry.

Mark a check to the related Board of Supervisors Strategic Initiatives
X Economic Development
X Administration
X Health & Human Services

X Infrastructure
X Public Safety

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

Attachments:

A. Draft ordinance (redline version)
B. Draft ordinance (signed clean version)

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County of Monterey

Board Report

Legistar File Number: ORD 23-003

Item No.23

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

February 14, 2023

Introduced: 2/1/2023

Current Status: General Government - Consent

Version: 1

Matter Type: Ordinance

Adopt an ordinance amending Chapter 7.100 (Commercial Cannabis Business Tax) of the Monterey County Code to reduce the commercial cannabis business tax rates for cultivation activities retroactive to January 1, 2023.

RECOMMENDATION:
Staff recommends that the Board of Supervisors:

> Adopt an ordinance amending Chapter 7.100 (Commercial Cannabis Business Tax) of the Monterey County Code to reduce the commercial cannabis business tax rates for cultivation activities retroactive to January 1, 2023.

SUMMARY/DISCUSSION
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On December 7, 2022, the Program presented an item to the Board on the sliding scale cultivation tax rate concept, which would begin at rates that would offset Program costs based on current cultivation canopy registrations. The Board approved a reduction in tax rates imposed upon cultivation activities retroactive to January 1, 2023, but directed staff to increase the proposed rates by 15%, which is intended to serve as a buffer for additional business closures or operators defaulting on their taxes. Below are the rates updated to updated rates that include this buffer:

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- Nursery $0.71/square foot
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The ordinance was introduced for its first reading on January 31, 2023 and is currently before the Board of Supervisors for final adoption. Redlined and clean versions of the Ordinance are attached to this report as Attachments A and B, respectively.

OTHER AGENCY INVOLVEMENT:
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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
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Mark a check to the related Board of Supervisors Strategic Initiatives
X Economic Development
X Administration
X Health & Human Services

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X Infrastructure
X Public Safety

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

DocuSigned by:
Nick Chiulos
910D1286CA694A8...

Attachments:

A. Draft ordinance (redline version)
B. Draft ordinance (signed clean version)

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA AMENDING CHAPTER 7.100 OF THE MONTEREY COUNTY CODE TO REDUCE COMMERCIAL CANNABIS BUSINESS TAX RATES FOR CULTIVATION ACTIVITIES

County Counsel Summary

This ordinance amends Chapter 7.100 of the Monterey County Code to lower commercial cannabis business tax rates for cultivation activities retroactive to January 1, 2023. The ordinance establishes the following tax rates: for indoor cultivation, the tax rate is $2.13 per fiscal year per square foot of authorized canopy; for mixed light cultivation, the tax rate is $1.46 per fiscal year per square foot of authorized canopy; for outdoor cultivation, the tax rate is $0.71 per fiscal year per square foot of authorized canopy; and for nursery cultivation, the tax rate is $0.71 per fiscal year per square foot of authorized canopy. This ordinance does not preclude the County from adoption of an ordinance in the future to reinstate the maximum tax rates approved by the Monterey County voters on November 8, 2016.

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. Findings and purpose.

A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens.

B. Pursuant to California Revenue and Taxation Code sections 7284 and 34021.5, Monterey County is permitted to impose taxes on cannabis.

C. On July 12, 2016, the Monterey County Board of Supervisors ("Board") adopted inland zoning regulations establishing criteria for issuing local land use permits (Ordinance Number 5270, amending sections of Title 21 and adding Chapter 21.67 to the Monterey County Code). On July 19, 2016, the Board adopted regulations establishing criteria for issuing local business permits (Ordinance Numbers 5272 and 5273, codified at Monterey County Code Chapters 7.90 and 7.95). All these ordinances were to become operative only if the Board of Supervisors submitted a County tax on commercial cannabis activities to the voters, the voters approved the tax, and the tax was certified by the County pursuant to California Elections Code section 15372.

D. On November 8, 2016, the voters approved the commercial cannabis business tax (Measure Y, codified at Monterey County Code Chapter 7.100). On December 13, 2016, the tax was certified pursuant to Elections Code section 15372. Specifically, the voters approved a tax on commercial cannabis activities in the unincorporated area of Monterey County up to a maximum of: $25.00 per square foot on cultivation with an annual adjustment by Consumer Price Index (CPI) thereafter; $5.00 per square foot on nurseries with annual CPI adjustment thereafter; and 10% of gross receipts on other cannabis business activities with no CPI adjustment.

E. On July 24, 2018, the Board adopted Ordinance Number 5305, which amended Monterey County Code ("MCC") Chapter 7.100 to reduce the commercial cannabis tax rates. The ordinance established the following tax rates effective July 1, 2018: for indoor cultivation, the tax rate is $8.00 per fiscal year per square foot of authorized canopy through June 30, 2020, to increase by $1.00 per fiscal year until a maximum rate of $15.00 per square foot is reached, and to increase thereafter based on the CPI; for mixed light cultivation, the tax rate is $5.00 per fiscal year per square foot of authorized canopy through June 30, 2020, to increase by $1.00 per fiscal year until a maximum rate of $15.00 per square foot is reached, and to increase thereafter based on the CPI; for nursery cultivation, the tax rate is $1.00 per square foot of authorized canopy through June 30, 2020, to increase by $1 per square foot per fiscal year until a maximum rate of $5.00 per square foot is reached, and to increase thereafter based on the CPI; for manufacturers, the tax rate is 2.5% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 1% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; for distributors, the tax rate is 2% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 1% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; for dispensaries, the tax rate is 4% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 0.5% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; and for testers, the tax rate is 1% of gross receipts per fiscal year with no increase.

F. On April 21, 2020, the Board adopted Urgency Ordinance Number 5326 to waive penalties and interest on the County's commercial cannabis business taxes for the third quarter of Fiscal Year 2019-2020.

G. On May 19, 2020, the Board adopted Ordinance Number 5330, which amended MCC Chapter 7.100, to suspend the automatic increases on the County's commercial cannabis business tax rates in Fiscal Year 2020-2021.

H. On May 25, 2021, the Board adopted Ordinance Number 5349, which amended MCC Chapter 7.100, to suspend the automatic increases on the County's commercial cannabis business tax rates in Fiscal Year 2021-2022.

I. On July 13, 2021, the Board adopted Ordinance Number 5355, which amended MCC Chapter 7.100, to establish the County's commercial cannabis business tax rate for outdoor

cannabis cultivation.

J. On March 1, 2022, the Board adopted Ordinance Number 5371, which amended MCC Chapter 7.100, to reduce certain commercial cannabis business tax rates for cultivation, remove automatic increases, and waive penalties and interest for cultivation activities in the second and third quarters of Fiscal Year 2021-2022.

K. On September 13, 2022, the Board adopted Ordinance Number 5384, which amended MCC Chapter 7.100, to reduce the commercial cannabis business tax rates for mixed-light and indoor cultivation retroactive to October 1, 2022, authorize the Board to, by resolution, waive and/or stay interest and penalties for cannabis operators with delinquent cannabis business taxes, extend the Board's conditional waiver of penalties and interest for FY 21-22 Quarters 2, and 3, from July 31, 2022 to January 31, 2023, and add FY 21-22 Quarter 4 to that conditional waiver.

L. On December 6, 2022, the Board adopted an ordinance, which amended MCC Chapter 7.100, to reduce the tax rate imposed upon manufacturers of commercial cannabis from 3.5% of gross receipts per fiscal year to 1.5% of gross receipts per year.

M. The Board directed preparation of this ordinance after evaluating information concerning commercial cannabis cultivation tax rates; a high volume of cannabis related business closures; declining employment opportunities within the cannabis industry; and an apparent market correction in the licensed cannabis industry that is evidenced by California Cannabis Authority data from August 2021 through October 2022. These factors have caused turmoil for cannabis businesses, as they are not eligible for federal assistance or traditional banking relief to survive the economic downturn. As such, many face permanent closure. The permanent closure of cannabis businesses could cause widespread unemployment, abandonment of ongoing greenhouse rehabilitation in the Salinas Valley, and a potential reversion to widespread unlicensed production and sale of cannabis.

N. Based on these factors, the Board directed the preparation of this ordinance to reduce commercial cannabis business tax rates for cultivation activities (for those described in amended MCC Section 7.100.050, herein, those rates shall be retroactive to January 1, 2023, the first day of the third fiscal quarter of Fiscal Year 2022-2023).

O. The Board reserves its right to later restore higher tax rates up to the maximum amounts approved by the voters in Measure Y (2016) and to tax any commercial cannabis activity approved by the voters in Measure Y. Such restoration of tax rates would not constitute an increase in tax rates that would require voter approval.

SECTION 2. Subsection (B) of Section 7.100.050 of the Monterey County Code is amended to read as follows:

B. There shall be a tax on indoor commercial cannabis cultivation except nurseries. Every person who is engaged in commercial cannabis indoor cultivation in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The tax rate for commercial cannabis indoor cultivation, excluding nurseries, shall be ~~three~~ two dollars and thirteen cents (~~$3.00~~$2.13) per fiscal year, per square foot of canopy authorized by each County permit, or by each state license in the absence of a County permit, not deducting for unutilized square footage. The square footage shall be the maximum square footage of canopy allowed by the County permit for commercial cannabis indoor cultivation, or, in the absence of a County permit, the square footage shall be the maximum square footage of canopy for commercial cannabis indoor cultivation allowed by the state license type. In no case shall canopy square footage which is authorized by the permit or license but not utilized for cultivation be deducted for the purpose of determining the tax for cultivation.

SECTION 3. Subsection (C) of Section 7.100.050 of the Monterey County Code is amended to read as follows:

C. There shall be a tax on mixed light commercial cannabis cultivation except nurseries. Every person who is engaged in commercial cannabis mixed light cultivation in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The tax rate for commercial cannabis mixed light cultivation, excluding nurseries, shall be ~~two~~ one dollar~~s~~ and forty-six cents (~~$2.00~~$1.46) per fiscal year, per square foot of canopy authorized by each County permit, or by each state license in the absence of a County permit, not deducting for unutilized square footage. The square footage shall be the maximum square footage of canopy allowed by the County permit for commercial cannabis mixed light cultivation, or, in the absence of a County permit, the square footage shall be the maximum square footage of canopy for commercial cannabis mixed light cultivation allowed by the state license type. In no case shall canopy square footage which is authorized by the permit or license but not utilized for cultivation be deducted for the purpose of determining the tax for cultivation.

SECTION 4. Subsection (D) of Section 7.100.050 of the Monterey County Code is amended to read as follows:

D. There shall be a tax on outdoor commercial cannabis cultivation except nurseries. Every person who is engaged in commercial cannabis outdoor cultivation in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The tax rate for commercial cannabis outdoor cultivation, excluding nurseries, shall be ~~one dollar~~seventy-one cents (~~$1.00~~$0.71) per fiscal year, per square foot of canopy authorized by each County permit, or by each state license in the absence of a County permit, not deducting for unutilized square footage. The square footage shall be the maximum square footage of canopy allowed by the County permit for commercial cannabis indoor cultivation, or, in the absence of a County permit, the square footage shall be the maximum square footage of canopy for commercial cannabis indoor cultivation allowed by the state license type. In no case shall canopy square footage which

is authorized by the permit or license but not utilized for cultivation be deducted for the purpose of determining the tax for cultivation.

SECTION 5. Subsection (E) of Section 7.100.050 of the Monterey County Code is amended to read as follows:

E. There shall be a tax on commercial cultivation of cannabis as a nursery. Every person who is engaged in the commercial cultivation of cannabis as a nursery as defined in this Chapter in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The tax rate shall be ~~one dollar~~seventy-one cents (~~$1.00~~$0.71) per square foot of canopy authorized by each County permit, or by each state license in the absence of a County permit, not deducting for unutilized square footage. The square footage shall be the maximum square footage of canopy allowed by the County permit for cultivation of cannabis as a nursery, or, in the absence of a County permit, the square footage shall be the maximum square footage of canopy for cultivation of cannabis as a nursery allowed by the state license type. In no case shall canopy square footage which is authorized by the permit or license but not utilized for cultivation as a nursery be deducted for the purpose of determining the tax for cultivation as a nursery.

SECTION 6. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 7. Effective Date. This ordinance shall become effective on the thirty-first day following its adoption. When effective, the reductions to tax rates governed by Section 7.100.050 of the Monterey County Code shall be retroactive to January 1, 2023, the first day of the third fiscal quarter of Fiscal Year 2022-2023.

PASSED AND ADOPTED this ____ day of February 2023, by the following vote:

AYES:
NOES:
ABSENT:

_____
Luis A. Alejo, Chair,
Monterey County Board of Supervisors

A T T E S T :

VALERIE RALPH
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

KELLY L. DONLON
Assistant County Counsel

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA AMENDING CHAPTER 7.100 OF THE MONTEREY COUNTY CODE TO REDUCE COMMERCIAL CANNABIS BUSINESS TAX RATES FOR CULTIVATION ACTIVITIES

County Counsel Summary

This ordinance amends Chapter 7.100 of the Monterey County Code to lower commercial cannabis business tax rates for cultivation activities retroactive to January 1, 2023. The ordinance establishes the following tax rates: for indoor cultivation, the tax rate is $2.13 per fiscal year per square foot of authorized canopy; for mixed light cultivation, the tax rate is $1.46 per fiscal year per square foot of authorized canopy; for outdoor cultivation, the tax rate is $0.71 per fiscal year per square foot of authorized canopy; and for nursery cultivation, the tax rate is $0.71 per fiscal year per square foot of authorized canopy. This ordinance does not preclude the County from adoption of an ordinance in the future to reinstate the maximum tax rates approved by the Monterey County voters on November 8, 2016.

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. Findings and purpose.

A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens.

B. Pursuant to California Revenue and Taxation Code sections 7284 and 34021.5, Monterey County is permitted to impose taxes on cannabis.

C. On July 12, 2016, the Monterey County Board of Supervisors ("Board") adopted inland zoning regulations establishing criteria for issuing local land use permits (Ordinance Number 5270, amending sections of Title 21 and adding Chapter 21.67 to the Monterey County Code). On July 19, 2016, the Board adopted regulations establishing criteria for issuing local business permits (Ordinance Numbers 5272 and 5273, codified at Monterey County Code Chapters 7.90 and 7.95). All these ordinances were to become operative only if the Board of Supervisors submitted a County tax on commercial cannabis activities to the voters, the voters approved the tax, and the tax was certified by the County pursuant to California Elections Code section 15372.

D. On November 8, 2016, the voters approved the commercial cannabis business tax (Measure Y, codified at Monterey County Code Chapter 7.100). On December 13, 2016, the tax was certified pursuant to Elections Code section 15372. Specifically, the voters approved a tax on commercial cannabis activities in the unincorporated area of Monterey County up to a maximum of: $25.00 per square foot on cultivation with an annual adjustment by Consumer Price Index (CPI) thereafter; $5.00 per square foot on nurseries with annual CPI adjustment thereafter; and 10% of gross receipts on other cannabis business activities with no CPI adjustment.

E. On July 24, 2018, the Board adopted Ordinance Number 5305, which amended Monterey County Code ("MCC") Chapter 7.100 to reduce the commercial cannabis tax rates. The ordinance established the following tax rates effective July 1, 2018: for indoor cultivation, the tax rate is $8.00 per fiscal year per square foot of authorized canopy through June 30, 2020, to increase by $1.00 per fiscal year until a maximum rate of $15.00 per square foot is reached, and to increase thereafter based on the CPI; for mixed light cultivation, the tax rate is $5.00 per fiscal year per square foot of authorized canopy through June 30, 2020, to increase by $1.00 per fiscal year until a maximum rate of $15.00 per square foot is reached, and to increase thereafter based on the CPI; for nursery cultivation, the tax rate is $1.00 per square foot of authorized canopy through June 30, 2020, to increase by $1 per square foot per fiscal year until a maximum rate of $5.00 per square foot is reached, and to increase thereafter based on the CPI; for manufacturers, the tax rate is 2.5% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 1% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; for distributors, the tax rate is 2% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 1% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; for dispensaries, the tax rate is 4% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 0.5% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; and for testers, the tax rate is 1% of gross receipts per fiscal year with no increase.

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G. On May 19, 2020, the Board adopted Ordinance Number 5330, which amended MCC Chapter 7.100, to suspend the automatic increases on the County's commercial cannabis business tax rates in Fiscal Year 2020-2021.

H. On May 25, 2021, the Board adopted Ordinance Number 5349, which amended MCC Chapter 7.100, to suspend the automatic increases on the County's commercial cannabis business tax rates in Fiscal Year 2021-2022.

I. On July 13, 2021, the Board adopted Ordinance Number 5355, which amended MCC Chapter 7.100, to establish the County's commercial cannabis business tax rate for outdoor

cannabis cultivation.

J. On March 1, 2022, the Board adopted Ordinance Number 5371, which amended MCC Chapter 7.100, to reduce certain commercial cannabis business tax rates for cultivation, remove automatic increases, and waive penalties and interest for cultivation activities in the second and third quarters of Fiscal Year 2021-2022.

K. On September 13, 2022, the Board adopted Ordinance Number 5384, which amended MCC Chapter 7.100, to reduce the commercial cannabis business tax rates for mixed-light and indoor cultivation retroactive to October 1, 2022, authorize the Board to, by resolution, waive and/or stay interest and penalties for cannabis operators with delinquent cannabis business taxes, extend the Board's conditional waiver of penalties and interest for FY 21-22 Quarters 2, and 3, from July 31, 2022 to January 31, 2023, and add FY 21-22 Quarter 4 to that conditional waiver.

L. On December 6, 2022, the Board adopted an ordinance, which amended MCC Chapter 7.100, to reduce the tax rate imposed upon manufacturers of commercial cannabis from 3.5% of gross receipts per fiscal year to 1.5% of gross receipts per year.

M. The Board directed preparation of this ordinance after evaluating information concerning commercial cannabis cultivation tax rates; a high volume of cannabis related business closures; declining employment opportunities within the cannabis industry; and an apparent market correction in the licensed cannabis industry that is evidenced by California Cannabis Authority data from August 2021 through October 2022. These factors have caused turmoil for cannabis businesses, as they are not eligible for federal assistance or traditional banking relief to survive the economic downturn. As such, many face permanent closure. The permanent closure of cannabis businesses could cause widespread unemployment, abandonment of ongoing greenhouse rehabilitation in the Salinas Valley, and a potential reversion to widespread unlicensed production and sale of cannabis.

N. Based on these factors, the Board directed the preparation of this ordinance to reduce commercial cannabis business tax rates for cultivation activities (for those described in amended MCC Section 7.100.050, herein, those rates shall be retroactive to January 1, 2023, the first day of the third fiscal quarter of Fiscal Year 2022-2023).

O. The Board reserves its right to later restore higher tax rates up to the maximum amounts approved by the voters in Measure Y (2016) and to tax any commercial cannabis activity approved by the voters in Measure Y. Such restoration of tax rates would not constitute an increase in tax rates that would require voter approval.

SECTION 2. Subsection (B) of Section 7.100.050 of the Monterey County Code is amended to read as follows:

B. There shall be a tax on indoor commercial cannabis cultivation except nurseries. Every person who is engaged in commercial cannabis indoor cultivation in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The tax rate for commercial cannabis indoor cultivation, excluding nurseries, shall be two dollars and thirteen cents ($2.13) per fiscal year, per square foot of canopy authorized by each County permit, or by each state license in the absence of a County permit, not deducting for unutilized square footage. The square footage shall be the maximum square footage of canopy allowed by the County permit for commercial cannabis indoor cultivation, or, in the absence of a County permit, the square footage shall be the maximum square footage of canopy for commercial cannabis indoor cultivation allowed by the state license type. In no case shall canopy square footage which is authorized by the permit or license but not utilized for cultivation be deducted for the purpose of determining the tax for cultivation.

SECTION 3. Subsection (C) of Section 7.100.050 of the Monterey County Code is amended to read as follows:

C. There shall be a tax on mixed light commercial cannabis cultivation except nurseries. Every person who is engaged in commercial cannabis mixed light cultivation in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The tax rate for commercial cannabis mixed light cultivation, excluding nurseries, shall be one dollar and forty-six cents ($1.46) per fiscal year, per square foot of canopy authorized by each County permit, or by each state license in the absence of a County permit, not deducting for unutilized square footage. The square footage shall be the maximum square footage of canopy allowed by the County permit for commercial cannabis mixed light cultivation, or, in the absence of a County permit, the square footage shall be the maximum square footage of canopy for commercial cannabis mixed light cultivation allowed by the state license type. In no case shall canopy square footage which is authorized by the permit or license but not utilized for cultivation be deducted for the purpose of determining the tax for cultivation.

SECTION 4. Subsection (D) of Section 7.100.050 of the Monterey County Code is amended to read as follows:

D. There shall be a tax on outdoor commercial cannabis cultivation except nurseries. Every person who is engaged in commercial cannabis outdoor cultivation in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The tax rate for commercial cannabis outdoor cultivation, excluding nurseries, shall be seventy-one cents ($0.71) per fiscal year, per square foot of canopy authorized by each County permit, or by each state license in the absence of a County permit, not deducting for unutilized square footage. The square footage shall be the maximum square footage of canopy allowed by the County permit for commercial cannabis indoor cultivation, or, in the absence of a County permit, the square footage shall be the maximum square footage of canopy for commercial cannabis indoor cultivation allowed by the state license type. In no case shall canopy square footage which is

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SECTION 5. Subsection (E) of Section 7.100.050 of the Monterey County Code is amended to read as follows:

E. There shall be a tax on commercial cultivation of cannabis as a nursery. Every person who is engaged in the commercial cultivation of cannabis as a nursery as defined in this Chapter in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The tax rate shall be seventy-one cents ($0.71) per square foot of canopy authorized by each County permit, or by each state license in the absence of a County permit, not deducting for unutilized square footage. The square footage shall be the maximum square footage of canopy allowed by the County permit for cultivation of cannabis as a nursery, or, in the absence of a County permit, the square footage shall be the maximum square footage of canopy for cultivation of cannabis as a nursery allowed by the state license type. In no case shall canopy square footage which is authorized by the permit or license but not utilized for cultivation as a nursery be deducted for the purpose of determining the tax for cultivation as a nursery.

SECTION 6. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 7. Effective Date. This ordinance shall become effective on the thirty-first day following its adoption. When effective, the reductions to tax rates governed by Section 7.100.050 of the Monterey County Code shall be retroactive to January 1, 2023, the first day of the third fiscal quarter of Fiscal Year 2022-2023.

PASSED AND ADOPTED this ____ day of February 2023, by the following vote:

AYES:
NOES:
ABSENT:

Luis A. Alejo, Chair,
Monterey County Board of Supervisors

ATTEST:

VALERIE RALPH
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

KELLY L. DONLON
Assistant County Counsel

Introduced: 2/1/2023

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize the Registrar of Voters to consolidate and provide specified election services for the April 18, 2023, Paso Robles Joint Unified School District Special Election, and;
b. Authorize the Registrar of Voters to consolidate and provide specified election services for the May 2, 2023, San Lucas Union Elementary School District Special Election.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Authorize the Registrar of Voters to consolidate and provide specified election services for the April 18, 2023, Paso Robles Joint Unified School District Special Election, and;
b. Authorize the Registrar of Voters to consolidate and provide specified election services for the May 2, 2023, San Lucas Union Elementary School District Special Election.

SUMMARY/DISCUSSION:
Division 10 of the California Elections Code provides that a city or district may, by resolution, request that the Board of Supervisors authorize the Registrar of Voters to provide the jurisdiction with election services.

Resolution No. 22-34 was passed by the San Luis Obispo County Superintendent of Schools on December 22, 2022 giving notice of holding an election for the Paso Robles Joint Unified School District on April 18, 2023 and requesting that the County Registrar of Voters provide election services. A copy of the District's Resolution No. 22-34 is attached as Exhibit A.

Resolution No. 20222023-TRK was passed by the San Lucas Union Elementary School District's Board of Education on January 19, 2023 giving notice of holding an election for the San Lucas Union Elementary School District on May 2, 2023 and requesting that the County Registrar of Voters provide election services. A copy of the District's Resolution No. 20222023-TRK is attached as Exhibit B.

OTHER AGENCY INVOLVEMENT:
The San Luis Obispo County Superintendent of Schools adopted Resolution No. 22-34 requesting that the Registrar of Voters provide election services for the Paso Robles Joint Unified School District April 18, 2023 election.

The San Lucas Union Elementary School District adopted Resolution No. 20222023-TRK requesting that the Registrar of Voters provide election services for the San Lucas Union Elementary School

District May 2, 2023 election. County Counsel has reviewed and approved the recommendations.

FINANCING:
California Elections Code Section 10002 mandates that all jurisdictions requesting election services from the County shall reimburse the County for the services performed. The Paso Robles Joint Unified School District shall reimburse the County in full for the services performed. The associated expenditures and reimbursement from San Lucas Union Elementary School District are included in the FY 22-23 Adopted Budget. There will be no additional cost to the County General Fund associated with this recommendation.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This item is in line with the Board's vision for providing efficient service and cost neutral administration.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Genesis Cabaccang, Elections Program Manager, Ext. 1486
Approved by: Gina Martinez, Registrar of Voters, Ext. 1499

Attachments:
Board Report
Exhibit A - Paso Robles Joint Unified School District Resolution No. 22-34
Exhibit B - San Lucas Union Elementary School District Resolution No. 20222023-TRK

Introduced: 2/1/2023
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Authorize the Registrar of Voters to consolidate and provide specified election services for the April 18, 2023, Paso Robles Joint Unified School District Special Election, and;
b. Authorize the Registrar of Voters to consolidate and provide specified election services for the May 2, 2023, San Lucas Union Elementary School District Special Election.

RECOMMENDATION:
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a. Authorize the Registrar of Voters to consolidate and provide specified election services for the April 18, 2023, Paso Robles Joint Unified School District Special Election, and;
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SUMMARY/DISCUSSION:
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The San Lucas Union Elementary School District adopted Resolution No. 20222023-TRK requesting that the Registrar of Voters provide election services for the San Lucas Union Elementary School District May 2, 2023 election. County Counsel has reviewed and approved the recommendations.

FINANCING:
California Elections Code Section 10002 mandates that all jurisdictions requesting election services from the County shall reimburse the County for the services performed. The Paso Robles Joint Unified School District shall reimburse the County in full for the services performed. The associated expenditures and reimbursement from San Lucas Union Elementary School District are included in the FY 22-23 Adopted Budget. There will be no additional cost to the County General Fund associated with this recommendation.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This item is in line with the Board's vision for providing efficient service and cost neutral administration.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Genesis Cabaccang, Elections Program Manager, Ext. 1486 GmC
Approved by: Gina Martinez, Registrar of Voters, Ext. 1499

Attachments:
Board Report
Exhibit A - Paso Robles Joint Unified School District Resolution No. 22-34
Exhibit B - San Lucas Union Elementary School District Resolution No. 20222023-TRK

EXHIBIT A

SAN LUIS OBISPO COUNTY SUPERINTENDENT OF SCHOOLS

Revised Resolution No. 22-34

Resolution Ordering a Special Election for the Paso Robles Joint Unified School District Vacancy and Establishing Specifications of the Election Order

December 22, 2022

WHEREAS, effective August 25, 2022 Chris Bausch resigned from the Paso Robles Joint Unified School District ("District") Board of Trustees ("Board"), resulting in a vacancy on the District Board; and

WHEREAS, on October 11, 2022 in accordance with California Education Code Section 5091, subdivision (a)(1), the District provisionally appointed Kenney Enney to fill said Board vacancy; and

WHEREAS, on pursuant to Education Code Section 5091, subdivision (c), a Petition for Special Election for Paso Robles Joint Unified School District (the "Petition") was submitted to the San Luis Obispo County Superintendent of Schools ("Superintendent"), seeking to terminate said provisional appointment and hold a special election to fill the vacancy; and

WHEREAS, pursuant to Education Code Section 5091, subdivision (c), the Superintendent is required to review a petition for special election in order to ascertain whether the petition is legally sufficient; and

WHEREAS, Education Code Section 5091, subdivision (c)(2) provides that if the Petition is determined to be legally sufficient by the Superintendent, the provisional appointment is terminated, and the Superintendent must order a special election to be conducted no later than the 130th day after the determination; and

WHEREAS, Education Code Section 5091, subdivision (c) requires that the Petition be signed by at least the number of registered voters of the District equal to 1.5% of the number of registered voters of the District at the time of the last regular election for governing board members; and

WHEREAS, the total number of registered voters for the District was thirty thousand, three hundred and fifty-seven (30,357) and

WHEREAS, 1.5% of registered voters in the District amounts to four hundred fifty-five (455) and

WHEREAS, of the signatures presented with the Petition, the San Luis Obispo County Clerk determined that five hundred and twelve (512) signatures were valid; and

WHEREAS, therefore, the Petition was signed by at least 1.5% of the registered voters in the area proposed for the special election as required by Section 5091 of the Education Code; and

WHEREAS, the Superintendent has otherwise found the Petition to be sufficient and signed as required by law pursuant to Education Code Section 5091; and

WHEREAS, Education Code Sections 5321 and 5322 require the Superintendent to prepare specifications of the election order following a determination that the Petition is sufficient.

NOW, THEREFORE, BE IT RESOLVED:

1. Recitals. The above recitals are true and correct.

2. Order of Election. The San Luis Obispo County Superintendent of Schools hereby orders that a special election shall be held to fill the vacancy on the Paso Robles Joint Unified School District Board of Trustees.

3. Specifications of Election Order. Pursuant to Education Code Section 5322, the Superintendent hereby orders an election to be held with the following specifications:

    (a) The election shall be held on Tuesday, April 18, 2023 pursuant to Elections Code 10603 or an appropriate date as determined by the County Clerk Recorder.

    (b) The purpose of the election is to fill the vacancy on the Paso Robles Joint Unified School District Board of Trustees.

    (c) The authority for ordering the election is contained in Education Code Section 5091, including subdivision (c)(2).

    (d) The authority for these Specifications of the Election Order is contained in Education Code Sections 5321 and 5322.

    (e) In accordance with the Paso Robles Joint Unified School District's Board Bylaws, the following specifications are also ordered:

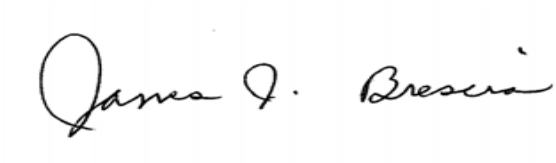
        i. Candidate statements shall be limited to no more than 400 words; and

        ii. Candidate statements shall be paid for by the candidate; and

        iii. In the event of a tie vote, the winner of the election shall be determined by lot at a time and place to be designated by the Paso Robles Joint Unified School District Board of Trustees.

4. Notice of Election. The Notice of Election, attached as Exhibit "A", shall be posted or published in the manner provided pursuant to Education Code section 5360, *et seq*.

APPROVED by the San Luis Obispo County Superintendent of Schools on this 22nd of December, 2022.



_____

James J. Brescia, Ed.D.
San Luis Obispo County Superintendent of Schools

Exhibit A

FORMAL NOTICE OF SPECIAL ELECTION

NOTICE IS HEREBY GIVEN to the qualified electors of the Paso Robles Joint Unified School District that on **Tuesday April 18, 2023** pursuant to Elections Code 10603 or an appropriate date as determined by the County Clerk Recorder, a special election will be held within the Paso Robles Joint Unified School District at which the following office will be filled:

ONE (1) TRUSTEE ON THE
PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES

Any person is eligible to be a member of the Board of Trustees, without further qualifications, if: 18 years of age or older; a citizen of California; a resident of the Paso Robles Joint Unified School District; a registered voter; and not legally disqualified from holding civil office. Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or elected as a Board member except when he/she has been granted a pardon in accordance with law. (Education Code Section 35107, subdivision (a); Elections Code Section 20.)

This notice is provided pursuant to Education Code Sections 5361 and 5636.

EXHIBIT B

RECEIVED
Monterey County Registrar of Voters
JAN 24 2023

RESOLUTION NO. 20222023-TRK

RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN LUCAS UNION SCHOOL DISTRICT ORDERING AN ELECTION TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH ANY OTHER ELECTIONS OCCURRING ON MAY 2, 2023

WHEREAS, the San Lucas Union School District (the "District") in Monterey County (the "County"), State of California (the "State"), is committed to providing quality education to its students; and

WHEREAS, a local funding source is needed to enable the District to provide said facilities for its present and future students; and

WHEREAS, in the judgment of the Board of Education (the "Board") of the District, it is advisable to call an election to submit to the electors of the District the question of whether bonds of the District shall be issued and sold for the purpose of raising money for the acquisition and improvement of real property; and

WHEREAS, the Board is authorized, upon a majority vote of the Board, to pursue the authorization and issuance of bonds for the acquisition or improvement of real property by a two-thirds vote of the electorate on the question whether bonds of the District shall be issued and sold, under Article XIIIA Section 1 paragraph (b) subsection (2) of the California Constitution ("Article XIIIA") and under Education Code Section 15100 *et seq.* (the "Act"); and

WHEREAS, under Section 10403 *et seq.* of the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, May 2, 2023, a special election date, and to request the Monterey County Registrar of Voters (the "County Registrar") to perform certain election services for the District; and

WHEREAS, in connection with the calling of a bond election and in accordance with Education Code Section 15100 subparagraph (c), the Board has obtained reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the County assessor; and

WHEREAS, United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such debt unless certain procedures are followed, one of which is a requirement that (with certain exceptions), prior to the payment of any such expenditure, the issuer declares an intention to reimburse such expenditure; and

WHEREAS, the Board wishes at this time to take the necessary actions to declare its official intent to reimburse the expenditures referenced herein from the proceeds of bonds issued pursuant to voter authorization;

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SAN LUCAS UNION SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Call for Election. The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in the maximum principal amount of $3,600,000 (the "Bonds") for the purposes described in the ballot measure approved under Section 3 and attached hereto as Appendix A and Appendix B, and paying all costs incident thereto. This Resolution constitutes the order of the District to call such election and shall constitute the "specifications of the election order" pursuant to Education Code Section 5322.

Section 3. Election Date. The date of the special election shall be May 2, 2023, and such bond election shall be held solely within the boundaries of the District.

Section 4. Purpose of Election; Ballot Measure. The purpose of the election shall be for the voters in the District to vote on a bond measure, the full text of which is attached hereto as Appendix A (the "Full Text of the Measure"), containing the question of whether the District shall issue the Bonds for the purposes stated therein, together with the accountability requirements of Article XIIIA and the requirements of the Act. The Full Text of the Measure, which commences with the heading "FULL TEXT OF BOND MEASURE" and includes all of the text thereafter on Appendix A, shall be printed in the voter information pamphlet provided to voters, with such measure designation as is assigned to the measure.

As required by Education Code Section 5322 and Elections Code Section 13247, the abbreviated form of the measure to appear on the ballot is attached hereto as Appendix B.

The Superintendent is hereby separately authorized and directed to make any changes to the text of the full text and/or abbreviated measure as described herein to conform to any requirements of Article XIIIA, the Act or the County Registrar.

Section 5. Authority for Election. The authority for ordering the election is contained in Section 15100 *et. seq.* of the Education Code and Section 1 paragraph (b) subsection (2) of Article XIIIA. The authority for the specification of this election order is contained in Section 5322 of the Education Code.

Section 6. Covenants of the Board upon Approval of the Bonds by the Electorate; Accountability Measures. As required by Article XIIIA and Government Code Section 53410, in the event 2/3 of the voters voting in the District approve of the Bonds, the Board shall:

(a) apply the Bond proceeds only to the specific purposes stated in the ballot proposition;

(b) cause the creation of accounts into which bond proceeds shall be deposited; and

(c) cause the preparation of an annual report pursuant to Government Code Sections 53410 and 53411

Section 7. Annual Report to Board on Bond Project. Pursuant to Government Code Section 53411, the Board directs the chief fiscal officer of the District to file a report with the Board each year not later than December 31 containing (a) the amount of bond proceeds collected and expended and (b) the status of any project required or authorized to be funded from bond proceeds as identified in the measure.

Section 8. Statement Regarding State Matching Funds. The District anticipates that matching funds from the State of California, if available, may be required to complete a portion of the projects identified in Appendix A. As required pursuant to Education Code Section 15122.5, the following statement shall appear on the ballot: "Approval of this measure does not guarantee that the proposed project or projects that are the subject of bonds under this measure will be funded beyond the local revenues generated by this measure. The District's proposal for the project or projects described below may assume the receipt of matching state funds, which, if available, could be subject to appropriation by the Legislature or approval of a statewide bond measure."

Section 9. No Teacher or Administrator Salaries. Proceeds from the sale of the general obligation bonds authorized by the bond measure shall be used only for the acquisition or improvement of real property pursuant to Article XIIIA and the Act, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

Section 10. Delivery of this Resolution. The Clerk of the Board is hereby directed to send a copy of this Resolution to (1) the Monterey County Superintendent of Schools, (2) the County Registrar, and (3) the Monterey County Clerk of the Board of Supervisors. Pursuant to Education Code Section 5322, the Resolution shall be received by the County Registrar no later than 88 days prior to the election date, unless otherwise permitted by law.

The County Registrar is hereby requested to print the full text of the ballot measure in the ballot materials as it appears on Appendix A, and to provide all required notices of the election and other notices related thereto.

Section 11. Consolidation of Election; Request to Provide Services. The County Registrar and the Monterey County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on May 2, 2023 within the District.

Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of the County is requested to permit the County Registrar to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse the County in full upon presentation of a bill from the County, such services to include the publication of a formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code).

Section 12. Ballot Arguments. As provided in Elections Code Section 9501, any and all members of this Board are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument.

Section 13. Tax Rate Statement. Pursuant to Elections Code Section 9400 and following, a tax rate statement has been prepared in the form attached hereto as Appendix C, which form of Tax Rate Statement is hereby approved for inclusion in the sample ballot. The President of the Board, the Superintendent, or any written designee of the foregoing, are hereby authorized to finalize and execute the tax rate statement, and to file said statement with the County Registrar, in accordance with Section 9 hereof.

Section 14. Maturity Limit of Bonds. The Bonds may be issued in series by the District from time to time, and each series of Bonds shall mature not more than the legal limit at the time of issuance thereof. The Bonds shall be issued under the Act, under the provisions of Section 53506 *et seq.* of the Government Code, or under any other provision of law authorizing the issuance of general obligation bonds by school districts.

Section 15. Estimates Included in Ballot Materials. The measure and related tax rate statement authorized by this Resolution includes certain information which is based upon reasonable assumptions and current expectations, which may include information with respect to the amount of money required to repay issued bonds, the estimated rate of the approved tax per $100 of assessed valuation, and the period through which the proposed tax supporting bond repayment will be levied and collected. Any such estimates have been provided by the District in good faith based upon information currently available to the District, but depend on numerous variables which are subject to variation and change over the term of the District's overall facilities and bond financing plan.

The estimates and projections set forth above shall not restrict the tax imposed in accordance with the bond measure. Such estimates and approximations are not intended by the Board to be additional restrictions on the District's bond program and bond issuances, and, other than the total principal amount of bonds authorized to be issued by the bond measure, shall not represent legal maximums or additional limitations on bond issuance.

Section 16. Reimbursement. The District hereby declares that it may pay certain costs of the projects listed in Appendix A prior to the date of issuance of bonds and, in such case, intends to use a portion of the proceeds of bonds for reimbursement of expenditures for the projects that are paid before the date of issuance of bonds.

Section 17. Official Actions. The President of the Board, the Superintendent, or any written designee of the foregoing, are hereby separately authorized and directed to execute and deliver to County officials any directions, requisitions or other writings, and to make any changes to the texts of the measure as described herein and in the tax rate statement, to conform to any legal requirements or the County Registrar, in order to cause the election to be held and conducted in the District.

Section 18. Effective Date. This resolution shall take effect on and after its adoption.

The foregoing Resolution was adopted by the Board of Education of the San Lucas Union School District of Monterey County, being the Board authorized by law to make the designations therein contained, by the following vote, on January 19, 2023.

Adopted by the following votes*:

AYES: 4

NOES: 0

ABSENT: 1

ABSTAIN: 0

President of the Board

Attest:

Secretary to the Board

**majority vote of Board (3 Ayes) required for Resolution approval.*

RECEIVED
Monterey County Registrar of Voters
JAN 24 2023

APPENDIX C
TAX RATE STATEMENT

An election will be held in the San Lucas Union School District (the "District") on May 2, 2023 to authorize the sale of up to $3,600,000 in general obligation bonds. The following information is submitted in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the District, and other demonstrable factors.

Based upon the foregoing and projections of the District's assessed valuation, the following information is provided:

1. The best estimate of the average annual tax rate that would be required to fund this bond issue over the entire duration of the bond debt service, based on estimated assessed valuations available at the time of filing of this statement, is 6¢ per $100 ($60 per $100,000) based on assessed valuation in fiscal year 2022-23. It is currently expected that the tax will be collected until fiscal year 2053-54.

2. The best estimate of the highest tax rate that would be required to fund this bond issue, based on estimated assessed valuations available at the time of filing this statement, is 6¢ per $100 ($60 per $100,000) of assessed valuation. This rate is projected to apply in each fiscal year that the bonds are outstanding.

3. The best estimate of total debt service, including principal and interest, that would be required to be repaid if all the bonds are issued and sold will be approximately $7,181,000.

These estimates are based on projections derived from information obtained from official sources, and are based on the assessed value (not market value) of taxable property on the County's official tax rolls. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions. The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and durations and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary depending on the timing of bond sales, the par amount of bonds sold at each sale and actual increases in assessed valuations. The timing of the bond sales and the amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. Actual assessed valuations will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

Jessica Miles

Superintendent
San Lucas Union School District

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Monterey County Registrar of Voters
JAN 24 2023

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Monterey County Registrar of Voters
JAN 24 2023

APPENDIX A

BALLOT MEASURE

FULL TEXT OF MEASURE

INTRODUCTION

To construct a new track and shade structures, replace portable classrooms and other outdated infrastructure; acquire and improve school facilities; and improve the quality of education; shall San Lucas Union School District's measure be adopted to issue $3,600,000 in bonds at legal interest rates, estimated levies of approximately 6¢ per $100 assessed value, generating on average $240,000 annually while bonds are outstanding, with annual reports, no money for salaries and all money improving local schools?

BOND AUTHORIZATION

By approval of this measure by at least two-thirds of the registered voters voting on the measure, the District will be authorized to issue and sell bonds of up to $3,600,000 in aggregate principal amount at interest rates not to exceed legal limits and to provide financing for the specific types of school facilities projects listed in the Bond Project List included below, subject to all the accountability requirements specified below.

ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this measure in order that the voters and taxpayers in the District may be assured that their money will be spent wisely. Expenditures to address specific facilities needs of the District will be in compliance with the requirements of Article XIIIA, Section 1(b)(2) of the State Constitution and Education Code Sections 15100 and following.

Government Code Accountability. In accordance with the requirements of California Government Code Sections 53410 and 53411, the following accountability measures shall apply to this Measure:

- the specific purposes of the bonds are set forth in this Full Text of Measure;
- the Board of Education of the District has covenanted that the proceeds from the sale of the bonds will be used only for the purposes specified in this Full Text of Measure, and not for any other purpose,
- the Board of Education of the District has covenanted that the proceeds of the bonds, when and if issued, will be deposited into a building fund to be held by the Monterey County Treasurer, as required by the Education Code; and

- the chief fiscal officer of the District shall cause an annual report to be filed with the Board of Education of the District not later than December 31 of each year, which report shall contain pertinent information regarding the amount of funds collected and expended, as well as the status of the projects listed in this measure, as required by Sections 53410 and 53411 of the Government Code.

NO TEACHER OR ADMINISTRATOR SALARIES

Proceeds from the sale of bonds authorized by this measure shall be used only for the purposes authorized by law, specifically the acquisition and improvement of real property, and for the projects described in this bond measure, and not for any other purposes, including teacher and administrator salaries and other school operating expenses.

STATE MATCHING FUNDS

The following statement is included in this measure pursuant to Education Code Section 15122.5: Approval of this measure does not guarantee that the proposed projects that are the subject of bonds under this measure will be funded beyond the local revenues generated by this measure. The District's proposal for the projects described below may assume the receipt of matching state funds, which, if available, could be subject to appropriation by the Legislature or approval of a statewide bond measure.

INFORMATION ABOUT ESTIMATES AND PROJECTIONS INCLUDED IN BALLOT

Voters are informed that any estimates or projections in the bond measure or ballot materials, including relating to estimated tax rates, the duration of issued bonds and related tax levies and collections are provided as informational only. Such amounts are estimates and are not maximum amounts or limitations on the terms of the bonds, the tax rate or duration of the tax supporting repayment of issued bonds. Such estimates depend on numerous variables which are subject to variation and change over the term of the District's overall facilities and bond financing plan, including but not limited to the amount of bonds issued and outstanding at any one time, the interest rates applicable to issued bonds, market conditions at the time of sale of the bonds, when bonds mature, timing of project needs and changes in assessed valuations in the District. As such, while such estimates and approximations are provided based on information currently available to the District and its current expectations, such estimates and approximations are not limitations and are not binding upon the District. In addition, the abbreviated and condensed statement of the bond measure presented to voters which is subject to a word count limitation imposed by State law does not limit the scope and complete meaning of the measure provided in this Full Text of Bond Measure and related ballot materials

BOND PROJECT LIST

Scope of Projects. Bond proceeds will be expended on the acquisition and improvement of school facilities of the San Lucas Union School District at all current and future sites and properties.

School Facility Project List. The items presented on the following list provide the types of school facilities projects authorized to be financed with voter-approved bond proceeds. Specific examples included on this list are not intended to limit the types of projects described and authorized by this measure. The following types of projects are authorized:

- Construct a new athletic track and related facilities, including lighting, landscaping, walkways, seating, fencing, restrooms, turf, grounds, hardtop and asphalt surfaces and other outdoor areas, including signage
- Replace existing portable classrooms
- Acquire land, rights of ways, or other interests in real property, including the leasing of real property, to provide adequate school and related facilities to serve school sites
- Construct or update outdoor shade structures
- Construct, update, modernize, and improve classrooms, restrooms, storage areas, food service and cafeteria spaces, multi-use areas, athletic facilities, and other support spaces
- Upgrade, repair, replace, acquire and/or install infrastructure including plumbing, drainage, septic, water and electrical systems
- Replace or repair roofs, flooring, doors and windows
- Acquire, install, repair, or replace heating, ventilation and air conditioning and purification systems
- Update sites to meet handicap accessibility (ADA) requirements

Each of the bond projects described in this Bond Project List include all costs which are incidental but directly related to the types of projects described above.

Examples of incidental costs include, but are not limited to: costs of design, engineering, architect and other professional services, facilities assessments, inspections, site preparation, utilities, landscaping, bond project construction management, administration and other planning and permitting, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular facilities; federal and state-mandated safety upgrades; addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the

Field Act; access requirements of the Americans with Disabilities Act; and costs of the election; bond issuance costs; and project administration during the duration of such projects, as permitted by law.

The District may alter the scope and nature of any of the specific projects that are described above as required by unforeseen conditions that may arise during the course of design and construction. In the event that a modernization or renovation project may result in higher costs than new construction, this bond measure authorizes land acquisition, relocation and construction and/or reconstruction, and all costs relating thereto, for said reasons or, alternatively, based on other considerations deemed in the best interest of the District by the Board of Education. In addition, authorized projects include paying and/or prepaying interim or previously obtained financing for the types of projects included on the project list, such as bond anticipation notes, and includes prepayment of lease payments to acquire title to facilities and/or equipment previously financed. Projects may also be undertaken on a joint use basis with other public entities.

Approval of this bond measure does not guarantee that the proposed projects will be funded beyond the local revenues generated by the measure. The District's capital needs currently exceed the amount of bonds the voters are being asked to authorize. The District plans to pursue funds from other sources to advance the identified projects to the extent possible. If matching funds from the State or any other source become available, they will be used for and applied to the Bond Project List.

The order in which particular projects are listed is not intended to suggest priority for funding or completion, and itemization of projects in the list above does not guarantee that all such projects will be undertaken. Project priorities will be determined by the Board of Education. The ability of the District to undertaken and complete the listed projects is subject to numerous variables including the adequacy and availability of sufficient funding sources. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

The Bond Project List shall be considered a part of this ballot proposition, and shall be reproduced in any official document required to contain the full statement of the bond proposition.

RECEIVED
Monterey County Registrar of Voters
JAN 24 2023

RECEIVED
Monterey County Registrar of Voters
JAN 24 2023

APPENDIX B

BALLOT MEASURE
ABBREVIATED FORM

ABBREVIATED FORM OF BOND MEASURE

To construct a new track and shade structures, replace portable classrooms and other outdated infrastructure; acquire and improve school facilities; and improve the quality of education; shall San Lucas Union School District's measure be adopted to issue $3,600,000 in bonds at legal interest rates, estimated levies of approximately 6¢ per $100 assessed value, generating on average $240,000 annually while bonds are outstanding, with annual reports, no money for salaries and all money improving local schools?

County of Monterey

Board Report

Legistar File Number: 23-156

Item No.

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

February 14, 2023

Introduced: 2/9/2023
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Addenda/Supplemental

Uploaded Revised Attachment under Ceremonial Resolutions

2. Adopt a resolution proclaiming February 2023 as "Black History Month" in Monterey County.